

contact For further information please contact your insurance intermediary or call us on **0844 893 8360**. Visit our website at www.homeandlegacy.co.uk

ULTRA LANDLORD policy wording



*& home
& legacy*



Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.
Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

ACPERHL1163/4 04.14

Useful numbers

Home & Legacy Insurance Services Ltd T 0844 893 8360

F 0844 893 8386

Home & Legacy Claims Dept

(Property and Legal Claims)

Glass Replacement

Legal Helpline

T 0844 893 8360

T 0870 870 7171

T 01455 251500

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About Home and Legacy Insurance Services Limited

Registered Office: 57, Ladymead, Guildford, Surrey, GU1 1DB.

Registered in England No. 3007252. Authorised and regulated by the Financial Conduct Authority, Financial Services Register number is 307523.
and our permitted business is advising on and arranging general insurance contracts.

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

Introduction

Home and Legacy Ultra Landlord insurance is administered by Home and Legacy Insurance Services Limited who act on behalf of the **insurers**. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252, Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523.

The insurance is underwritten by Allianz Insurance plc and for Legal Expenses (and the optional Landlord Income Protection) cover is issued by FirstAssist Legal Protection a trading style of Cigna Insurance Services (Europe) Limited and underwritten by Great Lakes Reinsurance (UK) PLC.



Jonathan Dye

Chief Executive
Allianz Insurance plc.

Your Contract of Insurance

Your policy is a legal contract between **you** and the **insurers** which is based on the information **you** have given to Home and Legacy (the **administrator**).

There are conditions that **you** will need to meet as **your** part of the insurance contract. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. The General Conditions of **your** policy are set out on pages 48 to 49.

Your insurance contract is evidenced by:

- information contained on **your** application and/or the **statement of facts** document issued by the **administrator** which confirms the information given by **you** or **your** insurance intermediary to **us**;
- **your schedule** and any **endorsements** shown on **your schedule**;
- this Ultra Landlord policy wording which details the cover provided by the **insurers** and the exclusions and conditions which apply;
- any changes to **your** policy contained in notices issued by the **administrator** at renewal.

The **insurers'** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

You must take care not to misrepresent any information. **You** must take care to give all information that **you** are asked for. If **you** give **us** incorrect information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

In consideration of the payment of the premium for the period of insurance, the **insurers** will provide the cover set out in this policy wording for the **Sections** of the cover applicable, as shown on **your schedule**.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

How your cover works

How your cover works

We will insure **you** within the conditions of **your** policy for those sections named in the **schedule** for any insured **Event** which takes place during the period of insurance.

Your policy ends at midnight on the last day of each period of insurance.

Changes to your circumstances

You must tell **your** insurance intermediary or the **administrator** immediately if there are any changes to **your** circumstances which could affect **your** insurance.

We need to be informed about any changes to the information shown on **your** most recent **schedule** or **statement of facts** document; or if the information shown is incorrect. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under the policy.

Please refer to General Condition 12 on page 49 which sets out circumstances that **you** should tell the **administrator** about.

Your cancellation rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day **you** receive **your** policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced **you** will be entitled to a full refund of the premium paid.

If **you** choose to cancel **your** policy and the insurance cover has already commenced **you** will be entitled to a refund of the premium paid except where a claim or an **Event** that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**. If **you** cancel **your** cover any optional add-ons (rental income protection) **you** included with **your** cover will also be cancelled.

You can exercise **your** right to cancel by contacting the insurance intermediary through whom **you** arranged **your** policy or by contacting the **administrator**:

Home & Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Bucks MK9 2LA
Telephone: 0844 893 8360

If after 14 days **you** have not cancelled **your** policy, **we** will assume that **you** wish **your** policy to continue for the agreed period of insurance.

Cancelling after the first 14 days

Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, unless **you** have made a claim or an **Event** has occurred which may result in a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered plus an administration charge to cover Home & Legacy's costs.

If **you** have made a claim or an **Event** has occurred which could result in a claim **you** may be required to pay the premium for period of insurance shown on **your schedule**.

The refund in premium will be calculated on a proportionate basis for the time for which **you** have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover Home & Legacy's costs is £15.

To exercise **your** right to cancel **your** policy, please contact the insurance intermediary through whom **you** arranged **your** insurance or the **administrator**, Home & Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, Bucks MK9 2LA.

If the policy is cancelled after 14 days, any optional optional add-ons (Landlord Income Protection) will automatically be cancelled.

If the amount due when **you** cancel the policy is more than the amount **you** have paid **you** may be asked to pay the difference.

Please refer to General Condition 6, Cancellation on page 48 for details of **our** cancellation rights.

Copy Policy on Request

You should keep a record of all information supplied to **us** for the purpose of this insurance.

A further copy of this policy booklet will be provided to **you** on request or can be downloaded from **our** website at www.homeandlegacy.co.uk

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the **insurers** cannot meet **their** liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Tel: 0800 678 1100 or 0207 741 4100

Email: enquiries@fscs.org.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Choice of law

The law of England and Wales will apply to this contract unless:

- a. **you** and the **insurer** agree otherwise; or
- b. at the date of the contract, **you** are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with Disabilities

This policy booklet and other associated documentation can be made available in large print, audio or Braille. If **you** require any of these formats please contact Home and Legacy on 0844 893 8360 who will be pleased to organise an alternative for **you**.

Telephone Recording

Please note that telephone calls may be recorded for **our** joint protection, training and/or monitoring purposes.

How to make a claim

Check **your schedule** and policy which give details of what is covered and what is not covered.

For Buildings and/or Contents loss or damage claims

Follow the General Conditions on page 48 of **your** policy.

- Please ring Home and Legacy on **0844 893 8360** at **your** first opportunity to notify **your** claim. If **you** are abroad and would like to make a claim please call +44 (0) 20 3118 7777.
- **You** can make temporary repairs to prevent further loss or damage. However, until **you** have discussed **your** claim with **us** **we** are unable to confirm that the loss or damage is covered by **your** policy. It would be helpful if **you** take photos of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
- If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any correspondence, legal documents or any other documents immediately and unanswered. Do not admit liability.

Identity Fraud

- Please ring Home and Legacy on **0844 893 8360** to notify **your** claim and to obtain prior approval before **you** incur any expenses. If **you** are abroad please call +44 (0) 20 3118 7777.
- Within 24 hours of discovering any circumstances that lead **you** to believe that **you** might have become a victim of **identity fraud** notify:
 - The police and request a crime reference number.
Note: **You** may be asked to provide this reference to any company **you** deal with in the course of restoring **your** identity
 - **Your** banks, credit card /loan companies and other account holders
 - Request a copy of **your** credit file from one of the following major credit reference agencies (a charge of £2 will usually be made to provide this information) to help to establish when **identity fraud** occurred. Inform the reference agency to note **your** file to state that **you** have suffered **identity fraud**:

Call Credit – <http://www.callcredit.co.uk>
Telephone: **0845 366 0071**

Equifax – <http://www.equifax.co.uk>
Box 1140, Bradford BD1 5US

Experian – <http://www.experian.co.uk>
Telephone: **0844 481 8000**.

- Take any further measures that are necessary to prevent further damage to **your** identity. **You** can find useful guidance from Action Fraud at www.actionfraud.police.uk

For Legal Expenses and the optional Landlord Income Protection, if this is applicable

- Please ring Home and Legacy on **0844 893 8360** at **your** first opportunity to notify **your** claim. **You must contact the administrator no later than thirty (30) days after any circumstances occur that might result in a claim.** If you are abroad please call +44 (0) 20 3118 7777.
- **You** should also take note of the Claims Conditions that apply to these covers on page 50.

If **you** have any questions please contact **your** insurance intermediary or contact the **administrator**.

Protecting your property and its contents

We offer the following hints on precautions worth taking.

- **Fire Prevention**

Check **your** electrical equipment regularly. Make sure that **you** use the correct fuses and do not overload the circuits.

Ask for the help of a qualified electrician if **you** are in doubt. **You** should also be aware of the Electrical Equipment Regulations that apply to landlords.

If **your tenant(s)** leave the **property** for more than 24 hours, they should be advised to switch off the electricity at the mains or unplug all appliances. (The refrigerator, freezer or heating systems however, may need to be left in use.)

- **Flood**

- 1 Gather essential items together either upstairs or in a high place.
- 2 Fill jugs and saucepans with clean water.
- 3 Move people and pets upstairs, or to a high place with a means of escape.
- 4 Turn off gas, electricity and water supplies when floodwater is about to enter **your** property if safe to do so.
- 5 DO NOT touch sources of electricity when standing in floodwater.
- 6 Keep listening to local radio for updates or call Floodline 0845 988 1188.
- 7 Floodwater can rise quickly, stay calm and call 999 if **you** are in danger.
- 8 Avoid walking or driving through floodwater.
- 9 Keep children and vulnerable people away from floodwater.
- 10 Wash **your** hands thoroughly if **you** touch floodwater.

- **Water Damage**

Lag exposed water pipes and tanks in the roof area.

Turn off the water and drain the system if the **property** is left without heat in winter – for instance when **your property** is vacant between lets.

If pipes freeze despite taking precautions they should be thawed out slowly using hot water bottles. Never use a blowlamp.

- **Security**

You should advise **your tenants** never to leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside **your property**.

When **your tenants** are upstairs they should avoid leaving doors and windows open downstairs.

If the **tenants** go out in the evening they should be encouraged to leave a light on in a living room or bedroom. Leaving an outside or landing light on is not usually sufficient – the **property** must look lived in.

Ladders or tools should not be left lying around as these will encourage rather than deter an opportunist thief.

Advise **your tenants** to close and lock all garages, sheds and outbuildings.

You should keep a record of **your** possessions, for example the serial numbers of televisions and other electronic equipment that **you** leave in the property for the **tenants'** use. Use a security marker which writes in invisible ink or a proprietary product such as ® SmartWater to mark **your** postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location – not in the **property**.

Keep receipts and take photographs of valuable or unusual items. Photographs are an enormous help to the Police for identifying stolen property and returning it to the rightful owner.

* ® SmartWater is a registered trademark of SmartWater Limited. SmartWater is a proprietary forensic asset marking system protected by worldwide trademarks and patents.

- **Identity Fraud**

You must take extra care if **your tenants** or other people at **your property** are likely to have access to mail.

If **you** are letting **your** home **you** should ensure that **you** redirect **your** mail. Failure to do so could result in **you** becoming a victim of identity fraud. If **your tenants** have access to **your** mail they could:

- go through **your** post to look for bank and credit card statements, pre-approved credit offers, and tax information; and
- complete change-of-address forms to redirect **your** mail to other people.

If **you** suspect that items are going missing **you** should contact the Royal Mail.

Further information about identity fraud is available from www.actionfraud.police.uk/fraud_protection/identity_fraud

Helplines

LawCare

Your policy includes access to LawCare to give advice, 24 hours a day, 365 days a year, on any personal legal matter or matters related to the letting of **your** property, but not in connection with any disputes that **you** may have with **your** property managing agent. The advice **you** receive from LawCare will always be according to the laws of Great Britain. **We** may record the calls to protect **you**.

LawCare: **01455 251500**

When **you** call LawCare **you** will need to quote the verification number which is shown on **your schedule**.

Glass Replacement

This service is available to **you** if **your** insurance includes **buildings** cover.

Broken glass is dangerous and in some circumstances can be a major security risk. **We** have negotiated a special arrangement for policyholders with buildings insurance with one of Britain's leading glass replacement specialists, Glassolutions.

Glassolutions will bill **us** direct – **you** pay nothing except the policy **excess**.

The service is available 24 hours a day, all year round, telephone

FREE **0800 474747**.

Customer Service

What to do if you are not satisfied

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five (5) working days and do **our** best to resolve the problem within four (4) weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight (8) weeks **we** will provide **you** with information about the Financial Ombudsman Service*.

Should **you** wish to make a complaint, then it should be directed to:

The Customer Satisfaction Manager
Home and Legacy Insurance Services Limited
500, Avebury Boulevard
Lower Ground Floor
Milton Keynes
Buckinghamshire
MK9 2LA

Phone: **0844 893 8360**; or
if you are calling from abroad: **+44 (0) 20 3118 7777**
Fax: **0844 893 8386**
Email: info@homeandlegacy.co.uk

If the complaint is about the service **you** have received from Home and Legacy Insurance Services Limited **we** will tell **you** who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

If **your** complaint relates to the service provided by **your** insurance intermediary **we** will pass the details on to them and will monitor the progress of their investigations.

Complaints which the **insurer(s)** are required to resolve will be passed on by **us** to them. **We** will notify **you** where **we** do this, and monitor the progress of their investigations.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

*The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters.

In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Ombudsman about **your** options, or **you** may wish to seek **your** own professional or legal advice.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London E14 9SR

Telephone: **0800 0 234 567** free for people phoning from a “fixed line” (for example, a landline at home) or **0300 123 9 123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financial-ombudsman.org.uk

Buildings Section

Buildings Section The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in the policy or **schedule**.

These words are highlighted in **bold**.

Accidental damage – Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

Administrator – Home and Legacy Insurance Services Limited, registered in England No. 3007252, authorised and regulated by the Financial Conduct Authority, Financial Services Register number 307523, who administers this insurance on behalf of the **insurer**.

Buildings – The structure of **your property(ies)**, built of **standard construction** and the following if they form part of **your property(ies)** and belong to **you** or are **your** responsibility:

- Domestic outbuildings
- Garages that form part of **your property(ies)**
- Landlord's fixtures and fittings in or on the **buildings** (including television and radio receiving aerials, satellite dishes and related fittings)
- Fixed coverings to walls, ceilings and floors including laminated wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, (but not carpets or rugs)
- Telephone, internet, gas, water and electric instruments, meters, piping, cabling and the like and their accessories including such property underground at **your property(ies)** and extending to the public mains (but not building materials)
- Fuel tanks and their ancillary equipment, pipework and the like
- Swimming pools, hot tubs
- Tennis hard courts
- Terraces, drives and footpaths
- Boundary and garden walls, gates, fences and hedges (but not plants, shrubs, trees or grass).

Event – The **Events** that are insured under the terms and conditions of this policy that are individually numbered and described under each section of this policy.

Excess – **Your** contribution towards the cost of a claim. The excesses that apply are stated in each section of the policy wording and/or **your schedule**. If **you** make a claim for what **we** identify as one or more separate **Events**, **you** will need to pay any excesses that apply for each separate **Event** that **we** have identified.

Financial Reference – The references that are obtained on the **tenants** and/or **guarantors** that are deemed to be acceptable to **us** for the purposes of the insurance provided under **Event 21** – Legal Expenses – being:

- i) A standard credit check obtained from a credit referencing company on the **tenants** or **guarantor** which confirms:
 - Acceptable risk or credit scores
 - Acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
 - That there are no previous bankruptcies or any county court judgments over £500 recorded.
- ii) A detailed employer's reference for the **tenants** or **guarantor** which confirms:
 - That the **tenants** or **guarantor** has been employed with the same employer for a minimum of six (6) months
 - The **tenant's** or **guarantor's** annual gross salary
 - The position held, and
 - That the post is permanent.
- iii) For self employed **tenants**, an accountant's or **legal representative's** reference, but this will only be accepted if the nominated individual or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, and which confirms:
 - The **tenant's** or **guarantor's** annual gross income; and
 - That the **tenant** or **guarantor** is considered to be financially able to meet the rental commitment for the term of the **Tenancy Agreement**.

FirstAssist – FirstAssist Legal Protection, which is a trading style of Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 04617110 at 1st Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. FirstAssist Legal Protection arranges this insurance on behalf of the **insurer** for Event 21, Buildings Section and Event 22, Contents Section.

Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310671.

Guarantor – A person or business which has entered into a written agreement to agree to pay or to perform the **tenants'** duties under the terms of the **Tenancy Agreement** should the **tenants** fail to do so.

Heave – Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Identity Fraud – A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

Injury – Bodily **injury**, death, disease, illness or shock.

Insurer(s) – The insurer for the Buildings and Contents Sections, apart from Event 21 Buildings and Event 22 Contents is Allianz Insurance plc. Allianz Insurance plc is registered in England number 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 121849. Home State is the United Kingdom. Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

The **insurer** for Event 21, Buildings Section and Event 22, Contents Section is Great Lakes Reinsurance (UK) PLC, registered in England and Wales number. 2189462, registered office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register number 202715, and is a non-life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

Landslip – Downward movement of sloping ground.

Legal Costs and Expenses – Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**.

Legal representative – The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

Malicious and intentional damage by tenants –

Actual physical damage which:

- results from a deliberate act of the **tenants** or any person who is at **your property(ies)** with the knowledge and consent of the **tenants**; and
- was intended by that person to cause physical damage.

Managing Agent – A firm appointed by and acting on behalf of **you** in respect of **your property(ies)**.

Property(ies) – The **buildings** at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us** and the land, domestic garages and outbuildings at the same address.

Rent – The sum due to be paid by the **tenant(s)** to **you** as detailed in the **Tenancy Agreement**.

Schedule – A printed document showing the sections of the policy **you** have chosen, the sums insured and any special terms that apply to **your** policy.

Standard Construction – The **buildings** of **your property(ies)** built of brick, stone or concrete and roofed with slate, tile, metal, concrete or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

Storm – Strong winds in excess of 47 knots (54 miles per hour) that may be accompanied by heavy rain, snow or sleet.

Subsidence – Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Tenancy Agreement – A written agreement with the **tenants** which gives rights to the **tenants** to occupy **your property(ies)** and to **you** to receive **rent** for letting **your property(ies)** being:

- i) an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man and the Channel Islands, and any amending legislation; or
- ii) an agreement with a Limited Company or where the annual income exceeds the Assured Shorthold Tenancy maximum limit.

Tenancy Deposit – The sum paid by the **tenant(s)** or on behalf of the **tenants to you** or **your managing agent** under the **Tenancy Agreement** as security against the performance of the **tenants'** obligations under the **Tenancy Agreement**, the discharge of any liabilities, and any damage to **your property** and/or non payment of **rent** during the tenancy.

Tenancy Deposit Scheme – A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies; and to facilitate the resolution of disputes arising in connection with such deposits.

Tenants – The person(s) named in the **Tenancy Agreement** who occupy **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

Territorial Limits – England, Scotland, Wales, the Isle of Man and the Channel Islands.

Unfurnished – Not having enough furniture to live in permanently.

Unoccupied – Not having been lived in for more than ninety (90) consecutive days.

Water table – The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers of soil (unsaturated soil).

We, Our, Us – For the Buildings and Contents Sections (apart from the Landlord Legal Expenses cover, Event 21, Buildings Section and Event 22 Contents Section) means Allianz Insurance plc, registered in England number 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, registration number 121849.

For Landlord Legal Expenses cover, Event 21 means **FirstAssist**.

You, Your – The person(s), companies or firms named in the **schedule** as the insured.

We have used some specific terms in the policy wording and the following are explanations to help you understand them. These explanations are for information and do not form part of the policy wording.

Aggravated damages – These are damages that are awarded when **your** behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

Liquidated damages – These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Punitive or exemplary damages – These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Multiplying compensatory damages – In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

Buildings Section

What is covered	What is not covered
<p>Your policy covers loss of or damage to your buildings caused by the following Events.</p> <p>Events</p> <ol style="list-style-type: none">1 <ol style="list-style-type: none">a) Fire, lightning, explosion, earthquake; andb) Smoke.2 Aircraft and other flying devices or articles dropped from them.3 The buildings being hit by:<ol style="list-style-type: none">a) vehicles and articles dropped from them;b) animals; orc) falling trees or branches, lamp posts or telegraph poles.4 Theft or attempted theft 5 Malicious damage 6 <ol style="list-style-type: none">a) Water leaking from water tanks, apparatus or pipes or fixed heating installations.b) Freezing water in water tanks, apparatus or pipes or fixed heating installations.	<p>The excess which is the first £100 of each claim for each insured Event other than Events 18, 19, 20a 20b and 21 unless a different amount is shown on your schedule.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p> <ol style="list-style-type: none">1 Anything which happens gradually. 3 Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping of trees. 4 Loss or damage caused by your tenants unless you have selected the optional additional benefit provided under insured Event 18 and 19. Loss or damage caused after your property(ies) has/have been left unfurnished or unoccupied. See also General Condition 2. 5 Loss or damage caused by you. Loss or damage caused by your tenants unless you have selected the optional additional benefit provided under insured Event 18 and 19. Loss or damage caused after your property(ies) has/have been left unfurnished or unoccupied. See also General Condition 2. 6 Loss or damage caused after your property(ies) has/have been left unfurnished or unoccupied unless the water is turned off at the mains and the system drained. However, this exclusion will not apply if it is required to service the central heating system to maintain a minimum temperature of 15 degrees centigrade.

What is covered

7 Storm or flood

8 Riot, civil commotion, strikes or labour disturbances.

- 9 a) Oil leaking from a domestic heating installation at **your property**;
b) Television, satellite and radio-receiving aerials, aerial fittings and masts breaking or collapsing.

We will also insure **you** for the following:

10 Subsidence or heave of the site on which the **buildings** stand, or **landslip**.

11 Mains services

We will pay the costs for which **you** are responsible, to repair **accidental damage** to underground water, gas, sewer and drain pipes; underground electricity and telephone internet cables which reach from the **buildings** to the public supply; and septic tanks.

12 Glass and sanitary fittings

Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings for which **you** are responsible.

What is not covered

7 Loss or damage caused when the **storm** conditions are not met.

Loss or damage caused by frost.

Loss or damage to fences, gates or hedges.

Loss or damage to cellars and basements due to a rise in the **water table**.

Anything which happens gradually.

The **excess** which is the first £1,000 of each claim.

10 Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences, unless **your** property, its domestic outbuildings or garages are damaged by the same cause at the same time.

Landslip caused by the coast being worn away.

Destruction or damage to or resulting from solid floor slabs moving, unless the foundations beneath the outside walls of the **building** are damaged by the same cause at the same time.

Damage within 10 years of construction caused by structures bedding down or made-up ground settling.

11 Damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

De-lamination (separation of layers) of pitch fibre pipes.

12 Loss or damage caused after **your** property has been left **unfurnished** or **unoccupied**.

Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

See also General Condition 2.

What is covered

13 Trace and Access

If the **buildings** are damaged by **Events** 6a or 9a of this section, **we** will pay the necessary cost of finding the source of the leak including the making good of any damage caused during the search.

14 Emergency Entry

Loss or damage to **your property(ies)** caused by the attendance of a member of the emergency services due to an emergency involving **you** or **your tenants**.

15 Emergency Access to Gardens

We will pay the cost of making good damage to gardens caused by access to **your property** by emergency services.

16 Alternative Accommodation and Loss of Rent

If the **buildings** cannot be lived in because of an insured **Event** **we** will pay **you**, but only for the time needed to repair the **buildings**:

- a) Loss of **rent you** have to pay, including up to two years' ground rent; or
- b) If **your property** is let to a **tenants** at the time of the damage:
 - i) Loss of **rent you** receive up to the monthly rental amount stated in the **Tenancy Agreement**; and
 - ii) Expenses **you** incur with **our** consent in re-letting **your** property once the **buildings** have been repaired, solely as a consequence of the damage; or
- c) If **your tenants** are not otherwise insured:
 - i) The cost of similar alternative accommodation for **your tenants**;
 - ii) The cost of temporary storage of **your tenants'** furniture; and
 - iii) Expenses **your tenants** have to pay for suitable accommodation for their domestic pets; or
- d) If **you** are living in the property at the time of the damage:
 - i) Expenses **you** have to pay for other similar accommodation;

What is not covered

13 Any amount over £5,000.

16 Any amount over 20% of the sum insured by this section.

What is covered

- ii) The cost of temporarily storing **your** furniture; and
- iii) Expenses **you** have to pay for suitable accommodation for **your** domestic pets.

17 Identity Fraud

Your policy covers legal expenses and other costs that **you** may incur in the **Event** that **you** become aware of and can substantiate that **you** have suffered as a result of **identity fraud** during the period of insurance.

In the **Event** of **identity fraud** we will pay **you**:

- a) Legal expenses and other costs incurred by **you** with our prior agreement to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of **identity fraud**
- b) Telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies
- c) Expenses incurred for notarising legal documents such as fraud affidavits or any similar required documents for police and other law enforcement agencies, financial institutions and credit agencies, which are reasonably incurred to prove **your** innocence regarding any financial irregularities committed unlawfully
- d) Expenses incurred for the removal of any criminal or civil judgments wrongly entered against **you**, and to challenge the accuracy of information regarding **your** consumer credit report
- e) Costs of loan re-application fees following rejection of a loan due to incorrect credit information caused by an **identity fraud**.

What is not covered

- 17 Any amount over £5,000 (including any VAT) during any one period of insurance.

Expenses incurred without **our** prior agreement.

Any claim where **you** have been previously subjected to **identity fraud** which occurred before the start of the period of insurance.

If **your** policy includes both the **Buildings** and the **Contents** Sections, we will not pay more than £5,000 (including any VAT) during any one period of insurance under insured **Buildings Event 16** and **Contents Event 18**.

What is covered

Additional Optional Benefit 1

(Your schedule will show cover as Theft and Damage by Tenants if this Event is insured by your policy.)

- 18 Theft, Malicious Damage, Loss or Intentional Damage by your tenant(s) or their visitors or the children of your tenant(s) or their visitors.**

Additional Optional Benefit 2

(Your schedule will show cover as Theft and Accidental Damage, Malicious or Intentional Damage by tenant(s) if this Event is insured by your policy.)

- 19 Accidental Damage; including accidental damage by your tenant(s) and/or their visitors, or the children of your tenant(s) or their visitors.**

What is not covered

- 18** Any claim if there is not a written **Tenancy Agreement** in place which states:
- i)** the tenancy period;
 - ii)** the amount of **rent** payable and frequency of payments; and
 - iii)** the amount of **tenancy deposit** required to be paid by the **tenant(s)**.

The first £250 of each claim.

The cost of any cleaning or re-decorating where no actual structural damage has occurred to **your property**.

Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

Damage by any domestic pets.

Theft or attempted theft claims where the loss or damage is not reported to the police as soon as **you** or **your managing agent** first becomes aware of it.

- 19** The exclusions that apply to **Events 1 to 11** also apply to **Event 19**

Damage caused by normal settlement, wear and tear.

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, cleaning, dyeing, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.

Damage which happens gradually or loss of value.

What is covered

20a Liability because **you** are the owner of the **property(ies)**

We will pay all amounts **you** legally have to pay as:

- a) Compensation and claimant's costs and expenses; and
- b) **Legal costs and expenses you** pay with **our** written permission in connection with defending any claim; arising from accidental:
 - i) **injury** to any person, including the **tenants** who occupy **your property(ies)**
 - ii) loss of or material damage to property, including property which belongs to **your tenants**.

If **you** die, **your** personal representatives will have the benefit of this section for any liability **you** have that is covered by this section.

20b Defective Premises

We will pay any amounts for which **you** are liable for under Section 3 of the Defective Premises Act 1972; arising from accidental:

What is not covered

Damage caused by frost.

Damage caused by any domestic pets.

For **accidental damage** by **tenant(s)** and/or their visitors, or the children of the **tenant(s)** or their visitors, any claim:

- a) Where there is not a written **Tenancy Agreement** in place which states:
 - i) the tenancy period;
 - ii) the amount of **rent** payable and frequency of payments; and
 - iii) the amount of **tenancy deposit** required to be paid by the **tenant(s)**.
- b) The first £250 of each **Event**.
- c) The cost of any cleaning or re-decorating where no actual structural damage has occurred to the property.
- d) Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

20a and 20b

Any amount over £2,000,000 under **Events 20a** and **20b** of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one **Event**.

Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist. This does not apply to **Event 20c**.

Liability for loss of or damage to any property belonging to **you** or in **your** charge or control. This does not apply to **Event 20c**.

Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under **Event 20c**.

Liability for loss or damage caused by or arising out of:

- a) any passenger lift which **you** are responsible for maintaining;
- b) **you** owning any land or building other than **your property(ies)** that are insured under this policy.

What is covered

- i) **injury** to any person, including the **tenants** who occupy **your property(ies)**
- ii) loss of or damage to property happening during the period of insurance.

If the **Buildings** section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the **buildings** insured under this section before such cancellation or expiry.

20c Employers' Liability

We will pay all amounts for which **you** are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your property(ies)**.

The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, the Isle of Man and the Channel Islands; but **you** shall repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of such law.

General Exclusion 2 of this policy will not apply to this Event.

21 Landlord's Legal Expenses

Your policy covers **legal costs and expenses** that may be incurred within the **territorial limits**, to secure an eviction of the **tenants**; or to recover amounts owed to **you** by the **tenants**; or to take legal action following the occurrence of any of the **Events 21a to 21c** below:

What is not covered

Liability which is insured by or would be insured by any other policy if this section did not exist.

Liability arising directly or indirectly out of **your** job, business (other than as the owner(s) of the **property(ies)**, insured under this policy), trade or profession. This does not apply to **Event 20c**.

Liability if **you** are injured.

Liability for fines, penalties or **liquidated damages** or aggravated, **punitive or exemplary damages** or any damages resulting from **multiplying the compensatory damages**.

Loss, damage, **injury** or liability shown in the General Exclusions.

20c Exclusions shown under Events 20a and 20b.

Any amount over £10,000,000 for all compensation and claimants' costs and expenses for any one claim or series of claims arising out of any one **Event**.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which **you** need insurance under the Road Traffic Act.

21a, 21b and 21c

Any amount over £60,000 under 21a, 21b and 21c of this section for all claims arising from one Event during any period of insurance for each property insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £60,000 during any one period of insurance **for all claims arising from one Event for each property insured** under insured **Buildings Event 21** and **Contents Event 22**.

Any claim:

- a) that is not notified to the **administrator** as soon as possible after **you** become aware of the **Event** and

What is covered

21a A dispute between **you** and **your tenant(s)** under the terms and conditions of the **Tenancy Agreement** including disputes that arise when:

- i) **The tenants** depart from **your property** before the end of the term of the **Tenancy Agreement**, without having given **you** or **your managing agent** proper notice;
- ii) The **tenants** or their **guarantor(s)** fail to pay **you** the monthly **rent** when it is due;
- iii) The **tenants** refuse to allow **you** to have access to **your property** at the end of the **Tenancy Agreement** or following non payment of monthly **rent**, even though **you** have acted in accordance with all legal requirements;
- iv) The **tenants** have damaged **your property** by carrying out malicious and/or and intentional acts;
- v) There is a dispute over the **tenancy deposit** at the end of the **tenancy** if there is not a legal requirement for the **tenancy deposit** to be held in accordance with the requirements of the **Tenancy Deposit Scheme**.

21b **Your property** is occupied by unauthorised occupants and **you** are required to take legal action to evict them.

21c **Your tenants** allege(s) that **you** have not met **your** obligations under the terms **Tenancy Agreement** and take legal action against **you**.

What is not covered

no later than thirty (30) days of the **Event** that may result in a claim;

- b) if there is not a written **Tenancy Agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- c) if the **tenant(s)** are not held equally and jointly responsible for the all the commitments that are required by them under the terms of the **Tenancy Agreement**;
- d) if **you** or **your managing agent** has not collected, before the start of the **Tenancy Agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds;
- e) where the **tenancy deposit** is not held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation;
- f) where **you** or **your managing agent** have not taken a detailed inventory of the contents and condition of **your property** before the start of the **Tenancy Agreement**;
- g) for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended;
- h) for **legal costs and expenses** that **you** incur before **the administrator** has accepted **your** claim;
- i) for disputes when the **tenant(s)** or their **guarantor(s)**, if required, do not meet the requirements of i) – iv) below, before the start of the **Tenancy Agreement**:
 - i) for **tenant(s)** who are in receipt of Housing Benefit or Local Housing Allowance or who are full-time students, where there is not a **guarantor** who meets the requirements under iv) below;
 - ii) for individuals who are named on the **Tenancy Agreement** as a **tenant(s)** but who are not contributing towards **rent**, where **you** or **your**

What is covered

What is not covered

managing agent have not obtained one (1) written reference for them. This does not have to be a **financial reference**;

iii) for all other categories of **tenant(s)** where for each **tenant**:

- the monthly **rent** for **your property** exceeds forty (40) per cent of the **tenants'** gross income;
- **you** have not seen at least two (2) valid forms of identification; and
- **you** have not obtained before letting **your property** to the **tenant(s)** a minimum of two (2) references, one of which must be a **financial reference**.

iv) for **guarantors** where:

- the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantor's** gross income;
- the **guarantor** has not entered into a legally binding written guarantee in respect of the tenancy;
- **you** have not obtained an acceptable **financial reference** for the **guarantor**.

j) if the **Tenancy Agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant(s)** or their **guarantor(s)**, if a **guarantor** is required;

k) for any dispute which starts within thirty (30) days of the date this policy commenced, if the **Tenancy Agreement** was in force before the policy started, unless **you** held insurance similar to that provided under this policy up to the start of the first period of insurance;

In the event of a claim **FirstAssist** or the **administrator** reserves the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before this insurance started.

l) for any disputes or circumstances that **you** knew about or should have known about, before the period of insurance begins which result in a claim;

What is covered

What is not covered

- m) for any disputes with **your managing agent** or arising out of a contract that **you** have with any person or organisation other than the **tenant(s)**;
- n) for any disputes for amounts of less than £250;
- o) for any disputes that do not start within the period of insurance;
- p) for any disputes where the legal action cannot be brought within the **territorial limits**;
- q) for any disputes where **you** do not have a reasonable chance of successfully recovering damages;
- r) for disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant**;
- s) for **your tenants'** or any opponents' legal costs and/or awards made by order of a Court settlement or discontinuance;
- t) for disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property(ies)**;
- u) for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.

See also the Claims Conditions on page 50.

How we settle claims under the Building Section

(See also General Exclusions and General Conditions and the Claims Conditions that apply in respect of **Event 21**, Legal Expenses)

Loss or damage to the Buildings

The amount **we** will pay for loss of or damage to the **buildings** will be the cost of the following.

- a) Repairing or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long as:
 - i) the sum insured will cover the full rebuilding cost; and
 - ii) the repair or replacement is carried out as soon as reasonably possible.

If the sum insured will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out, the amount **we** will pay will be the loss of value resulting from the loss or damage but not more than what it would have cost to repair or replace the item if this had been carried out straight away.

- b) Demolishing, removing debris, shoring up or propping up parts of the **buildings**.
- c) Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.

We will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society.

We will not pay any fees for preparing a claim.

- d) Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the **buildings**.

This does not include any extra costs **you** pay after notice has been served on **you**.

- e) **We** reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to **us**.

- f) **We** will at your request consider making claims payments to **your managing agent** or other third parties who will then account to **you** as necessary. However, before doing so, **we** will ask **you** to provide **us** with full details of the third party together with the reason for **your** request.

Any permanent repairs made by **our** approved suppliers are guaranteed.

Theft, Loss, Malicious, Intentional Damage and Accidental Damage by Tenants

The amount **we** will pay will be calculated by deducting the **excess**, and any **tenancy deposit** money remaining after allowing for cleaning and any other expenses **you** are entitled to deduct under the terms of the **Tenancy Agreement** from the **tenancy deposit**; or any amount of deposit that is returned to **you** following liaison with the administrator of the **Tenancy Deposit Scheme** used or, in the event of a dispute, following the decision of the appointed adjudicator.

Identity Fraud

The amount **we** will pay, under **Events 17 and 18 Buildings and Contents** insurance after deducting the **excess**, will not be more than £5,000 (including any VAT) during any one period of insurance, in respect of legal expenses and other costs incurred by **you**, with **our** prior agreement, as a direct result of **identity fraud**.

Landlord Legal Expenses

The amount **we** will pay will be the **legal costs and expenses** of the **legal representative** that are necessarily incurred to take legal action on **your** behalf:

- a) Against **your tenant(s)** or their **guarantor(s)** following a breach in the terms of the **Tenancy Agreement** by the **tenant(s)**;
- b) To lawfully evict the **tenant(s)** in order to gain vacant possession of **your** property;
- c) To defend **your** legal rights after an **Event** which results in the **tenant(s)** taking proceedings against **you**;
- d) To recover unpaid **rent** from the **tenant(s)**; and
- e) To remove unauthorised occupants from **your property**.

Please also refer to the Claims Conditions that apply to Legal Expenses on page **50**.

Legal Expenses – Limit of liability

We will not pay more than £60,000 for all claims arising from one **Event 21a - 21c** during any period of insurance for each property insured.

If **you** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £60,000 during any one period of insurance under insured **Buildings Event 21** and **Contents Event 20**.

Selling your property

When **you** sell **your** interest in the **buildings**, the person who completes the purchase will be covered by the insurance in this section. This benefit will apply up to the date of completion as long as they have no other insurance in force. This benefit does not apply to **Event 21, Landlord's Legal Expenses**.

Claim

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

Matching sets and suites

We will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

We will pay **you** for damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

Sum insured

The sum insured chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses for:

- Demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision; and
- Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the **buildings**.

We will not pay more than the sum insured for loss or damage to the **buildings** by any of the **Events 1 to 12, 18 and 19**.

Index linking

We will change the sum insured each month by the percentage change in the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or some other suitable index **we** decide upon).

We will not charge extra premiums on any index linking adjustments during the period of insurance. **We** will work out the renewal premium on the sum insured which applies on the first day of the renewal month.

If **you** claim for loss or damage, **we** will continue to make the monthly index-linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year. **You** must take all steps to have the repair or replacement carried out straight away.

Contents Section

Contents Section

The meaning of words

If we explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**.

These words are highlighted in **bold**.

Accidental Damage – Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

Administrator – Home and Legacy Insurance Services Limited, registered in England No. 3007252, authorised and regulated by Financial Conduct Authority, Financial Services Register number 307523 who administer this insurance on behalf of the **insurers**.

Buildings – The structure of **your property(ies)**, built of **standard construction** and the following if they form part of **your property(ies)** and belong to **you** or are **your** responsibility:

- Domestic outbuildings
- Garages that form part of **your property(ies)**
- Landlord's fixtures and fittings in or on the **buildings** (including television and radio-receiving aerials, satellite dishes and related fittings)
- Fixed coverings to walls, ceilings and floors including laminated wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, (but not carpets or rugs)
- Telephone, internet, gas, water and electric instruments, meters, piping, cabling and the like and their accessories including such property underground at **your property(ies)** and extending to the public mains (but not building materials)
- Fuel tanks and their ancillary equipment, pipework and the like
- Swimming pools, hot tubs
- Tennis hard courts
- Terraces, drives and footpaths
- Boundary and garden walls, gates, fences and hedges (but not plants, shrubs, trees or grass).

Contents – Contents of common areas; Limited contents; or General Contents. The Contents option(s) that apply to **your** policy are shown on **your schedule**. Contents are goods which **you** own or are responsible for at **your property(ies)** and have provided for the **tenant(s')** use being:

- a) **Contents of common areas** – Fitted carpets, furnishings and other contents in communal parts of the **buildings** including portable communal property in the open grounds of and used in connection with the **buildings**; or
- b) **Limited Contents** – Curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, light fixtures and fittings and domestic appliances; or
- c) **General Contents** – Contents in common areas and all other household goods furniture and furnishings which **you** own or are responsible for at **your property(ies)** including:
 - Curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, other loose floor coverings, light fixtures and fittings, domestic appliances, furniture, prints, paintings, framed photographs and other wall hangings, sound and vision equipment including CCTV (but not portable video cameras, cameras and other photographic equipment and not portable music systems or games systems), household linen, bedding, kitchen and dining equipment including items that are thinly covered with gold or silver, outdoor garden furniture and gardening equipment
 - Fixtures and fittings other than landlord's fixtures and fittings and interior decorations belonging to **you** where **you** are not responsible for insuring the **building**
 - Television, satellite and radio-receiving aerials, aerial fittings and masts and CCTV equipment fixed to **your property(ies)**
 - Gas, electric and water meters
 - Telephones.

General Contents do not include:

- **Contents** insured under any other policy
- Any of **your** personal possessions left in the **property**; unless notified to and agreed by **us**
- **Money**
- Securities (financial certificates such as shares and bonds) certificates and documents of any kind
- Mechanically propelled or assisted vehicles or their parts and accessories, but not including gardening machinery
- Caravans and trailers or their parts and accessories

- Aircraft, hovercraft and watercraft (which includes sailboards, surfboards and models) or their parts and accessories
- Laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used
- Animals
- Any part of the structure of **your** property, central heating system, ceiling, wallpaper or similar
- **Contents** used at any time for business, professional or trade purposes, except for office equipment.

Dangerous animal – An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

Excess – **Your** contribution towards the cost of a claim. The excesses that apply are stated under each section of the policy wording and/or **your schedule**. If **you** make a claim for what **we** identify as one or more separate **Events**, **you** will need to pay any excesses that apply for each separate **Event** that **we** have identified.

Event – The **Events** that are insured under the terms and conditions of this policy that are individually numbered and described under each section of the policy.

Financial Reference – The references that are obtained on **tenant(s)** and/or **guarantors** that are deemed to be acceptable to **us** for the purposes of the insurance provided under **Event 22** – **Landlord's Legal Expenses** – being:

- A standard credit check obtained from a credit referencing company on the **tenant(s)** or **guarantor** which confirms:
 - Acceptable risk or credit scores
 - Acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
 - That there are no previous bankruptcies or any county court judgments over £500 recorded.
- A detailed employer's reference for the **tenant(s)** or **guarantor** which confirms:
 - That the **tenant** or **guarantor** has been employed with the same employer for a minimum of six (6) months
 - The **tenant's** or **guarantor's** annual gross salary
 - The position held; and
 - That the post is permanent.

iii) For self employed **tenants**, an Accountant's or **Legal Representative's** reference, but this will only be accepted if the nominated individual or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, and which confirms:

- The **tenant's** or **guarantor's** annual gross income; and
- That the **tenant** or **guarantor** is considered to be financially able to meet the rental commitment for the term of the **Tenancy Agreement**.

FirstAssist – FirstAssist Legal Protection, which is a trading style of Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 04617110 at 1st Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. FirstAssist Legal Protection arranges this insurance on behalf of the **insurer** for Event 21, Buildings Section and Event 22, Contents Section.

Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310671.

Guarantor – A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)'** duties under the terms of the **Tenancy Agreement** should the **tenant(s)** fail to do so.

Heave – Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Identity Fraud – A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

Injury – Bodily **injury**, death, disease, illness or shock.

Insurer(s) – The insurer for the Buildings and Contents Sections, apart from Event 21 Buildings and Event 22 Contents is Allianz Insurance plc, Allianz Insurance plc is registered in England number 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Reference number 121849. Home State is the United Kingdom. Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

The insurer for Event 21, Buildings Section and Event 22, Contents Section is Great Lakes Reinsurance(UK) PLC, registered in England and Wales number. 2189462, registered

office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Reference number 202715 and is a non-life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

Landslip – Downward movement of sloping ground.

Legal Costs and Expenses – Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**.

Legal representative – The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

Malicious and intentional damage by tenants – Actual physical damage which:

- a) results from a deliberate act(s) by **your tenant(s)** or any person who is at **your property(ies)** with the knowledge and consent of the **tenant(s)**; and
- b) was intended by that person to cause physical damage.

Managing Agent – A firm appointed by and acting on behalf of **you** in respect of **your property(ies)**.

Money – Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers' cheques, gift vouchers, premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for.

Property(ies) – The **buildings** at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us**, and the land, domestic garages and outbuildings at the same addresses.

Rent – The sum due to be paid by the **tenant(s)** to **you** and as detailed in the **Tenancy Agreement**.

Schedule – The printed document showing the sections of the policy **you** have chosen, the sums insured and any special terms that apply to **your** policy.

Standard Construction – The **buildings** of **your property** built of brick, stone or concrete and roofed with slate, tile, metal, concrete or asphalt (or other roofing materials, if part of a flat roofed extension that is no larger than 25 square metres).

Subsidence – Downward movement of the site on which your **buildings** stand by a cause other than the weight of the **buildings** themselves.

Tenancy Agreement – A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the **property** and to **you** to receive **rent** for letting **your property(ies)** being :

- an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man or the Channel Islands, and any amending legislation; or
- an agreement with a Limited Company or where the annual rental income exceeds Assured Shorthold Tenancy maximum limit..

Tenancy Deposit – The sum paid by the **tenants** or on behalf of the tenants to **you** or **your managing agent** under the **Tenancy Agreement** as security against the performance of the **tenants'** obligations under the **Tenancy Agreement**, the discharge of any liabilities, any damage to **your property(ies)** and/or non payment of **rent** during the tenancy.

Tenancy Deposit Scheme – A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

Tenants – The person(s) named in the **Tenancy Agreement** who occupies **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

Territorial Limits – England, Scotland, Wales, the Isle of Man and the Channel Islands.

Unfurnished – Not having enough furniture to live in permanently.

Unoccupied – Not having been lived in for more than ninety (90) consecutive days.

Water table – The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers of soil (unsaturated soil).

You, Your – The person(s), companies or firms named in the **schedule** as the insured.

We, Our, Us – For the Buildings and Contents Sections (apart from the Landlord Legal Expenses cover, Event 21, Buildings Section and Event 22 Contents Section) means Allianz Insurance plc, registered in England number 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, registration number 121849.

For Event 22 Landlord's Legal Expenses means **FirstAssist**

*We have used some specific terms in the policy wording and the following are explanations to help **you** understand them. These explanations are for information and do not form part of the policy wording.*

Liquidated damages – These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Punitive or exemplary damages – These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Aggravated damages – These are damages that are awarded when **your** behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

Multiplying compensatory damages – In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

What is covered

Your policy covers loss of or damage to **your Contents** caused by the following **Events**.

- 1 a) Fire, lightning, explosion, earthquake
and
b) smoke.
- 2 Aircraft and other flying objects or articles dropped from them.
- 3 The **contents** being hit by:
 - a) vehicles;
 - b) animals; or
 - c) falling trees or branches, lamp posts or telegraph poles.
- 4 Theft or attempted theft.

- 5 Malicious damage.

What is not covered

The **excess** which is the first £100 of each claim for each insured **Event** other than **Events 19, 20** and **22** unless a different amount is shown on **your schedule**.

Loss, damage, **injury** or liability shown in the General Exclusions.

- 1 Anything which happens gradually.

- 3

Loss or damage caused by domestic animals.

Loss or damage caused by felling or lopping trees.

- 4 Any theft or attempted theft by **your tenant(s)** unless **you** have selected the optional additional benefit provided under insured **Event 19**.

Any theft or attempted theft which does not involve force and violence to get into or out of **your property**.

Any amount over 15% of the sum insured or £5,000 whichever is the greater under this section for loss or damage to the contents caused by theft or attempted from outbuildings (other than garages) forming part of **your property(ies)**.

Loss or damage caused after **your property(ies)** has been left **unfurnished** or **unoccupied**.

See also General Condition 2.

- 5 Loss or damage caused by **you**.

Loss or damage caused after **your property** has been left **unfurnished** or **unoccupied**.

Loss or damage caused by **your tenant(s)** unless **you** have selected the optional additional benefit provided under insured **Event 19**.

See also General Condition 2.

What is covered

- 6 Water escaping from water tanks, apparatus or pipes or fixed heating installations.

- 7 **Storm** or flood.

- 8 Riot, civil commotion, strikes or labour disturbances.
- 9
 - a) Oil leaking from any fixed heating installation at **your property**.
 - b) Television, satellite and radio-receiving aerials, aerial fittings and masts breaking or collapsing.

- 10 **Subsidence** or **heave** of the site on which **your property** stands, or **landslip**.

We will also insure **you** for the following.

- 11 **Contents** temporarily removed.
Contents you temporarily remove from **your property(ies)** for cleaning, renovation, repair or similar purposes to any address elsewhere than at the **property(ies)** within Great Britain, the Isle of Man or the Channel Islands against loss or damage resulting from **Events 1 to 3** and **5 to 9**.

What is not covered

- 6 Loss or damage caused after **your property(ies)** has/have been left **unfurnished** or **unoccupied** unless the water is turned off at the mains and the system drained. However this exclusion will not apply if it is required to service the central heating system to maintain a minimum temperature of fifteen (15) degrees centigrade.

Loss of metered water.

See also the General Condition 2.
- 7 Loss or damage caused when the **storm** conditions are not met.

Loss or damage caused by frost.

Loss or damage in cellars and basements due to a rise in the **water table**.

Anything which happens gradually.
- 9 Damage caused to the installation.

Loss of oil.

- 10 **Landslip** caused by the coast being worn away.

Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the **building** are damaged by the same cause at the same time.

Damage within 10 years of construction caused by structures bedding down or made-up ground settling.

- 11 **Contents** that are more specifically insured.

Contents in transit from **your property(ies)** to another address.

Loss or damage to any **contents** contained in or on any motor vehicle.

More than 10% of the sum insured by the **contents** section for each item covered, for damage occurring elsewhere than at **your property(ies)**.

What is covered

12 Contents in the open.

We will pay for loss or damage to **contents** by any of the **Events 1 to 10** insured by this section if **you** leave them in the open within the grounds of **your property**.

13 Accidental breakage of mirrors or glass.

We will pay for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs while in **your property**.

14 Loss or theft of keys.

We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within **your property** if the keys are stolen or accidentally lost.

15 Loss of oil and metered water.

We will pay for loss of oil or metered water due to **your** domestic water or fixed heating installations being damaged.

16 Deeds and documents.

We will pay for loss or damage by **Events 1 to 10** to any documents that relate to **your properties** (other than **money**), which belong to **you** while they are in a safe deposit, bank or solicitor's strongroom.

17 Alternative Accommodation and Loss of Rent.

If **your contents** at the **property(ies)** are damaged and the **buildings** cannot be lived in because of an insured **Event** we will pay **you** for the time needed to repair the **buildings** back to a fit state to live in:

- a) If **your property** is let to **tenants** at the time of the damage:
 - i) Loss of **rent you** receive up to the monthly rental amount stated in the **Tenancy Agreement**; and
 - ii) Expenses **you** incur with **our** consent in re-letting **your property** once the **buildings** have been repaired, solely as a consequence of the damage; or

What is not covered

12 Any amount over £750.

Loss or damage caused after **your property** has been left **unfurnished** or **unoccupied** except for portable hot tubs.

Loss or damage to any **contents** contained in or on any motor vehicle.

13 Any amount over £750.

Loss or damage caused after **your property** has been left **unfurnished** or **unoccupied**.

See also General Condition 2.

14 Loss by theft of keys that **tenant(s)** do not return to **you** at the end of the tenancy.

15 Any amount over £1,000.

16 Any amount over £250.

17 Any amount under this section if **we** agree to pay for alternative accommodation and loss of **rent** under the **Buildings** Section of this policy for the same **Event**.

Any amount over 20% of the sum insured by this section or £5,000 whichever is the greater.

What is covered

- b) If **your tenant(s)** are not otherwise insured:
 - i) The cost of similar alternative accommodation for **your tenant(s)**;
 - ii) The cost of temporary storage of **your tenant(s)** furniture; and
 - iii) Expenses **your tenant(s)** have to pay for suitable accommodation for their domestic pets; or
- c) If **you** are living in the **property** at the time of the damage:
 - i) Expenses **you** have to pay for other similar accommodation;
 - ii) The cost of temporarily storing **your** furniture; and
 - iii) Expenses **you** have to pay for suitable accommodation for **your** domestic pets.

18 Identity Fraud.

Your policy covers legal expenses and other costs that **you** may incur in the **Event** that **you** become aware of and can substantiate that **you** have suffered as a result of **identity fraud** during the period of insurance.

In the **Event** of **identity fraud** we will pay **you**:

- a) Legal expenses and other costs incurred by **you** with **our** prior agreement to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of **identity fraud**.
- b) Telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies.
- c) Expenses incurred for notarising legal documents such as fraud affidavits or any similar required documents for police and other law enforcement agencies, financial institutions and credit agencies, which are reasonably incurred to prove **your** innocence regarding any financial irregularities committed unlawfully.

What is not covered

- 18 Any amount over £5,000 (including any VAT) during any one period of insurance.

Expenses incurred without **our** prior agreement.

Any claim where **you** have been previously subjected to **identity fraud** which occurred before the start of the period of insurance.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £5,000 (including any VAT) during any one period of insurance under insured **Buildings Event 17** and **Contents Event 18**.

What is covered

- d) Expenses incurred for the removal of any criminal or civil judgments wrongly entered against **you**, and to challenge the accuracy of information regarding **your** consumer credit report.
- e) Costs of loan re-application fees following rejection of a loan due to incorrect credit information caused by an **identity fraud**.

Additional Optional Benefit 1

*(Your Schedule will show cover as Theft, malicious or intentional and Damage by Tenants if this **Event** is insured by **your** policy.)*

- 19** Theft, Malicious Damage, Loss or Intentional damage by **your tenant(s)** or their visitors or the children of **your tenant(s)** or their visitors.

Additional Optional Benefit 2

*(Your Schedule will show cover as Accidental Damage if this **Event** is insured by **your** policy.)*

- 20** **Accidental Damage**; including **accidental damage** by **your tenant(s)** and/or their visitors, or the children of **your tenant(s)** or their visitors.

What is not covered

- 19** Any claim if there is not a written **Tenancy Agreement** in place which states:

- i) the tenancy period;
- ii) the amount of **rent** payable and frequency of payments; and
- iii) the amount of **tenancy deposit** required to be paid by the **tenant(s)**.

The first £250 of each claim.

The cost of any cleaning or re-decorating where no actual structural damage has occurred to **your property**.

Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

Damage by any domestic animals.

Theft or attempted theft claims where the loss or damage is not reported to the police as soon as **you** or **your managing agent** first becomes aware of it.

- 20** The exclusions that apply to **Events 1 to 10** also apply to **Event 20**.

Damage to **contents** not within **your property(ies)**.

Damage caused by wear and tear.

What is covered

What is not covered

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, cleaning, dyeing, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.

Damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.

Damage which happens gradually or loss of value.

Damage caused by frost.

Damage caused by overwinding and damage to the inside of clocks.

Damage caused by any domestic pets.

For **accidental damage** by **tenant(s)** and/or their visitors, or the children of the **tenant(s)** or their visitors, any claim:

- a) where there is not a written **tenancy agreement** in place which states:
 - i) the tenancy period;
 - ii) the amount of **rent** payable and frequency of payments; and
 - iii) the amount of **tenancy deposit** required to be paid by the **tenant(s)**.
- b) the first £250 of each **Event**.
- c) the cost of any cleaning or re-decorating where no actual structural damage has occurred to the **property**.
- d) any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

What is covered

21a Liability because **you** are the owner of **your property(ies)**.

We will pay all amounts **you** legally have to pay in respect of:

- a) compensation and claimants' costs and expenses; and
- b) **legal costs and expenses you** pay with **our** written permission in connection with defending any claim arising from accidental:
 - i) **injury** to any person, including the **tenant(s)** who occupy **your property(ies)**
 - ii) loss of or damage to property, including property which belongs to **your tenant(s)**.

If **you** die, **your** personal representative will have the benefit of this section for any liability **you** have that is covered by this section.

What is not covered

21a

- 1) Any amount over £2,000,000 under **Events 21a** of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one **Event**.
- 2) Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 3) Liability which is insured by or would be insured by any other policy if this section did not exist.
- 4) Liability arising directly or indirectly out of **your** job, business, trade or profession other than as owner of **your property(ies)** insured under this policy.
- 5) Liability if **you** are injured.
- 6) Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.
- 7) Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 8) Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under **Event 21b**.
- 9) Liability for loss, damage or **injury** caused by or arising out of the following:-
 - a) **you** owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a pedestrian-controlled or ride-on garden tool which is not licensed for road use and for which **you** do not need a certificate of insurance). This also applies for a trailer attached to the vehicle;
 - b) **you** owning, possessing, or using a dangerous animal or a specially-controlled dog;
 - c) any passenger lift which **you** are responsible for maintaining;
 - d) **Contents** which **you** own that are contained in or on any land or in any **building**, other than the **buildings** of **your property(ies)** that are insured under this policy.

What is covered

21b Employers' liability

We will pay all amounts for which **you** are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your property(ies)**.

The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, the Isle of Man and the Channel Islands; but **you** shall repay to us all sums **we** have paid which **we** would not have been liable to pay but for the provisions of such law.

General Exclusion 2 of this policy will not apply to this **Event**.

22 Landlord's Legal Expenses

Your policy covers **legal costs and expenses** that may be incurred within the **territorial limits** to secure an eviction of the **tenant**; or to recover amounts owed to **you** by **tenants**; or to take legal action following the occurrence of any of the **Events 22a to 22c** below:

- 22a** A dispute between **you** and **your tenant(s)** under the terms and conditions of the **Tenancy Agreement** including disputes that arise when:
- i) The **tenant(s)** depart from **your property** before the end of the term of the **Tenancy Agreement**, without having given **you** or **your managing agent** proper notice;
 - ii) The **tenant(s)** or their **guarantor(s)** fail to pay **you** the monthly **rent** when it is due;
 - iii) The **tenant(s)** refuse to allow you to have access to **your property** at the end of the **Tenancy Agreement** or following non payment of monthly **rent**, even though **you** have acted in accordance with all legal requirements;
 - iv) The **tenant(s)** have damaged **your property** by carrying out malicious and/or and intentional acts;
 - v) There is a dispute over the **tenancy deposit** at the end of the **tenancy** if there is not a legal requirement for the **tenancy deposit** to be held in accordance with the requirements of the **Tenancy Deposit Scheme**.

What is not covered

21b

Exclusions shown under **Event 21a** except exclusions 1 to 4.

Any amount over £10,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one **Event**.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which **you** need insurance under the Road Traffic Act.

22, 22a, 22b and 22c

Any amount over £60,000 under **Events 22a, 22b** and **22c** of this section for all claims arising from one **Event** during any period of insurance for each **property** insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, we will not pay more than £60,000 during any one period of insurance for all claims arising from one **Event** for each **property** insured under insured **Buildings Event 21** and **Contents Event 22**.

Any claim:

- a) that is not notified to the **administrator** as soon as possible after **you** become aware of the **Event** and no later than thirty (30) days after the **Event** that may result in a claim;
- b) if there is not a written **Tenancy Agreement** that complies with all the requirements of any relevant legislation and statutory instruments
- c) if the **tenant(s)** are not held equally and jointly responsible for all the commitments that are required by them under the terms of the **Tenancy Agreement**;
- d) if **you** or **your managing agent** has not collected, before the start of the **Tenancy Agreement**, a **tenancy deposit** that is a least equivalent to one (1) months **rent** in cleared funds;
- e) where the **tenancy deposit** is not held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation;

What is covered

22b Your property is occupied by unauthorised occupants and you are required to take legal action to evict them.

22c The tenant(s) allege(s) that you have not met your obligations under the terms Tenancy Agreement and take legal action against you.

What is not covered

- f) where you or your managing agent have not taken a detailed inventory of the contents and condition of your property before the start of the Tenancy Agreement;
- g) for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by you, unless the legal action is successfully defended;
- h) for legal costs and expenses that you incur before we have accepted your claim;
- i) for disputes when the tenant(s) or their guarantor(s), if required, do not meet the requirements of i) - iv) below, before the start of the Tenancy Agreement:
 - i) for tenant(s) who are in receipt of Housing Benefit or Local Housing Allowance or who are full-time students, where there is not a guarantor who meets the requirements under iv) below.
 - ii) for individuals who are named on the Tenancy Agreement as a tenant(s) but who are not contributing towards rent, where you or your managing agent have not obtained one (1) written reference for them. This does not have to be a financial reference.
 - iii) for all other categories of tenant(s) where for each tenant:
 - the monthly rent for your property exceeds forty (40) per cent of the tenant(s)' gross income;
 - you have not seen at least two (2) valid forms of identification; and
 - you have not obtained before letting your property to the tenant(s) a minimum of two (2) references, one of which must be a financial reference.
 - iv) for guarantors where:
 - the monthly rent for your property exceeds thirty (30) per cent of the guarantor's gross income
 - the guarantor has not entered into a legally binding written guarantee in respect of the tenancy
 - you have not obtained an acceptable financial reference for the guarantor.

What is covered

What is not covered

- j) if the **Tenancy Agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant(s)** or their **guarantor(s)**, if a **guarantor** is required.
- k) for any dispute which starts within thirty (30) days of the date this policy commenced, if the **Tenancy Agreement** was in force before the policy started, unless **you** held insurance similar to that provided under this policy up to the start of the first period of insurance.

In the **Event** of a claim **FirstAssist** or the **administrator** reserves the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before this insurance started.

- l) for any disputes for circumstances that **you** knew about or should have known about, before the period of insurance begins which result in a claim.
- m) for any disputes with **your managing agent** or arising out of a contract that **you** have with any person or organisation other than the **tenant(s)**.
- n) for any disputes for amounts of less than £250.
- o) for any disputes that do not start within the period of insurance.
- p) for any disputes where the legal action cannot be brought within the **territorial limits**.
- q) for any disputes where **you** do not have a reasonable chance of successfully recovering damages.
- r) for disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant**.
- s) for your **tenant(s)'** or any opponents' legal costs and/or awards made by order of a Court settlement or discontinuance.
- t) for disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property(ies)**.
- u) for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.

See also the Claims Conditions on page 50.

How we settle claims under the Contents Section

(See also General Exclusions and General Conditions.)

Loss of or damage to Contents

1 Items other than household linen and carpets:

- a) We will pay to replace items which are totally lost or destroyed. We will not take off any amount for wear and tear or loss of value as long as:
 - i) the sum insured is enough to replace the **contents**; and
 - ii) the replacement is carried out straight away.

If you do not replace the **contents** which are totally lost or destroyed straight away or if the sum insured is not enough to pay for replacement of the **contents**, the amount we will pay will be the market value of the totally lost or destroyed items.

- b) We will pay to repair damaged items:

2 Household linen:

- a) We will pay to replace items which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value.
- b) We will pay to repair damaged items:

3 Carpets:

For carpets that are less than 1 year old:

- a) We will pay to replace carpets which are totally destroyed. We will not take off any amount for wear and tear or loss of value as long as:
 - i) the sum insured is enough to replace the **contents**; and
 - ii) the replacement is carried out straight away.
- b) We will pay to repair damaged carpets.

For carpets that are over 1 year old:

- a) We will pay to replace carpets which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value.
- b) We will at our option repair or replace damaged carpets. We will pay the cost of repair or replacement to a condition no better than their condition at the time the loss or damage occurred.

- 4 We will pay to remove debris.

- 5 We reserve the right to take ownership of an item or items once we have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to us.

- 6 We will at your request consider making claims payments to your managing agent or other third parties who will then account to you as necessary. However, before doing so, we will ask you to provide us with full details of the third party together with the reason for your request.

Theft, Loss, Malicious, Intentional Damage and Accidental Damage by Tenants

The amount we will pay will be calculated by deducting the **excess**, and any **tenancy deposit** money remaining after allowing for cleaning and any other expenses you are entitled to deduct under the terms of the **Tenancy Agreement** from the **tenancy deposit**; or any amount of deposit that is returned to you following liaison with the administrator of the **Tenancy Deposit Scheme** used or, in the event of a dispute, following the decision of the appointed adjudicator.

Identity Fraud

The amount we will pay, under **Events 17 and 18 Buildings and Contents** insurance after deducting the excess, will not be more than £5,000 (including any VAT) during any one period of insurance, in respect of legal expenses and other costs incurred by you, with our prior agreement, as a direct result of **identity fraud**.

Landlord's Legal Expenses

The amount we will pay will be the **legal costs and expenses** of the **legal representative** that are necessarily incurred to take legal action on your behalf:

- a) Against your **tenant(s)** or their **guarantor(s)** following a breach in the terms of the **Tenancy Agreement** by the **tenant(s)**;
- b) To lawfully evict the **tenant(s)** in order to gain vacant possession of your **property**;
- c) To defend your legal rights after an **Event** which results in the **tenant(s)** taking proceedings against you;
- d) To recover unpaid **rent** from the **tenant(s)**; and
- e) To remove unauthorised occupants from your **property**.

Please also refer to the Claims Conditions that apply to **Landlord's Legal Expenses** on page 50.

Landlord's Legal Expenses – Limit of liability

We will not pay more than £60,000 for all claims arising from one **Event 22a – 22c** during any period of insurance for each **property** insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £60,000 during any one period of insurance for all claims arising from one **Event** for each **property** insured under insured **Buildings Event 21** and **Contents Event 22**.

Claim

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

Matching sets and suites

We will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

We will pay **you** for damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if **you** damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

Sum insured

The sum insured **you** choose must be equal to the full value of the **contents** insured. **We** will not pay more than the sum insured for loss or damage to the **contents** by any of the **Events 1 to 10, 19** and **20**.

Index linking

We will change the sum insured each month in accordance with the General Index of Retail Prices (All Items) as published by H.M. Stationery Office (or some other suitable index **we** decide upon). **We** will not charge extra premiums on any index-linking adjustments during the period of insurance. **We** will work out the renewal premium on the new sum insured, which applies on the first day of the renewal month.

Landlord Income Protection

Landlord Income Protection (Optional Cover)

Your Schedule will show if this Section is insured by **your** policy.

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **Schedule**.

These words are highlighted in **bold**.

Administrator – Home and Legacy Insurance Services Limited, registered in England No. 3007252, authorised and regulated by the Financial Conduct Authority, Financial Services Register number 307523, who administer this insurance on behalf of the **insurer**.

Excess – **Your** contribution towards the cost of a claim.

Financial Reference – The references that are obtained on **tenant(s)** and/or **guarantors** that are deemed to be acceptable to **us** for the purposes of the insurance provided under Landlord Income Protection being:

- i A standard credit check obtained from a credit referencing company on the **tenant(s)** or **guarantor** which confirms:
 - Acceptable risk or credit scores
 - Acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
 - That there are no previous bankruptcies or any county court judgments over £500 recorded.
- ii A detailed employer's reference for the **tenant(s)** or **guarantor** which confirms:
 - That the **tenant(s)** or **guarantor** has been employed with the same employer for a minimum of six (6) months
 - The **tenant's** or **guarantor's** annual gross salary
 - The position held and
 - That the post is permanent.
- iii For self employed **tenants**, an Accountant's or **Legal Representative's** reference, but this will only be accepted if the nominated individual or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, and which confirms:
 - The **tenant's** or **guarantor's** annual gross income; and
 - That the tenant or guarantor is considered to be financially able to meet the rental commitment for the term of the **Tenancy Agreement**.

Guarantor – A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)**' duties under the terms of the Tenancy Agreement should the **tenant(s)** fail to do so.

Insurer

Landlord Income Protection Insurance is underwritten by Great Lakes Reinsurance (UK) PLC. Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462 at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register number 202715. Our Home State is the United Kingdom. Great Lakes Reinsurance (UK) PLC is a non-life general insurance undertaking underwriting personal and commercial insurance products.

Legal Representative – The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

Managing Agent – A firm appointed by and acting on behalf of **you** in respect of **your property(ies)**.

Property(ies) – The buildings at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us**, and the land, domestic garages and outbuildings at the same addresses.

Rent – The sum due to be paid by the **tenant(s)** to **you** and as detailed in the **Tenancy Agreement**.

Schedule – The printed document showing the sections of the policy **you** have chosen, the sums insured and any special terms that apply to **your** policy.

Tenancy Agreement – A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the **property** and to **you** to receive **rent** for letting **your property(ies)** being:

- an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man or the Channel Islands, and any amending legislation; or
- an agreement with a Limited Company or where the annual rental income exceeds Assured Shorthold Tenancy maximum limit.

Tenancy Deposit – The sum paid by the **tenant(s)** or on behalf of the **tenant(s)** to **you** or **your managing agent** under the **Tenancy Agreement** as security against the performance of the **tenant(s)**' obligations under the **Tenancy Agreement**, the discharge of any liabilities, any damage to **your property(ies)** and/or non payment of **rent** during the Tenancy.

Tenancy Deposit Scheme – A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies and to facilitate the resolution of disputes arising in connection with such deposits.

Tenant(s) – The person(s) named in the **Tenancy Agreement** who occupies **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

You, your – The person(s), companies or firms named in the **schedule** as the Insured.

We, Our, Us – FirstAssist Legal Protection, which is a trading style of Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 04617110 at 1st Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310671.

FirstAssist Legal Protection arranges and administers the Landlord Income Protection insurance on the **insurer's** behalf.

Landlord Income Protection (Optional add-on) Section

What is covered

Your policy provides cover under this optional Landlord Income Protection section for:

- 1 Loss of rental income:
 - a) for up to twelve (12) months or until **you** have obtained vacant possession of **your property**, whichever is sooner; and
 - b) for up to a further one (1) month after **you** have obtained vacant possession:
 - i) if **your tenant(s)** or their **guarantor(s)** fail to pay **you** the **rent** when it is due, under the Terms and Conditions of the **Tenancy Agreement** and any supporting **guarantor's** written guarantees; or
 - ii) if the **Tenancy Agreement** for **your property** is with an individual **tenant**, and **you** are unable to collect the **rent** due, because the death of the **tenant** occurs before the end of the term of the **Tenancy Agreement**.
- 2 Re-letting costs
The **insurer** will also pay cost towards the cost of re-letting **your property** after **you** have obtained vacant possession.

What is not covered

The **excess** which is the first month's **rent**.

Any amount exceeding twelve (12) monthly rental payments, before **you** have obtained vacant possession of **your property**; and any amount exceeding fifty (50) per cent of one (1) month's **rent**, after **you** have obtained vacant possession of **your property**.

Any amount exceeding £250 towards the cost of re-letting **your property** after **you** have obtained vacant possession.

Any claim:

- a) for an amount which exceeds the monthly rental figure stated in the **Tenancy Agreement**; or, if it is lower, the monthly rental amount which **you** declared to the **administrator** when **you** started this insurance, or have notified to the **administrator** and which the **administrator** has acknowledged in writing. The **insurer** reserves the right to reduce the amount of any **rent** paid to **you** following an insured **Event** by any amount if it is discovered that the monthly rental amount notified to the **administrator** is lower than the rental amount shown in the **Tenancy Agreement**. If the difference is significant, the **insurer** also reserves the right to refuse **your claim**;
- b) for interest which may be payable to **you** by the **tenant(s)** under the terms of the **Tenancy Agreement** for late payment of **rent**;
- c) that is not notified to the **administrator** as soon as possible after **you** become aware of the **Event** and no later than thirty (30) days after the **Event** that may result in a claim;
- d) if there is not a written **Tenancy Agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- e) if the **tenant(s)** are not held equally and jointly responsible for the all the commitments that are required by them under the terms of the **Tenancy Agreement**;

What is covered

What is not covered

- f) if you or your **managing agent** have not collected, before the start of the **Tenancy Agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds;
- g) where the **tenancy deposit** is not held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation;
- h) where you or your **managing agent** have not taken a detailed inventory of the **contents** and condition of **your property** before the start of the **Tenancy Agreement**;
- i) for disputes when the **tenant(s)** or their **guarantor(s)**, if required, do not meet the requirements of i)–iv) below, before the start of the **Tenancy Agreement**:
 - i) for **tenant(s)** who are in receipt of Housing Benefit or Local Housing Allowance or who are full-time students, where there is not a **guarantor** who meets the requirements under iv) below;
 - ii) for individuals who are named on the **Tenancy Agreement** as a **tenant(s)** but who are not contributing towards **rent**, where you or your **managing agent** have not obtained one (1) written reference for them. This does not have to be a **financial reference**;
 - iii) for all other categories of **tenant(s)** where for each **tenant**:
 - the monthly **rent** for **your property** exceeds forty (40) per cent of the **tenant(s)**' gross income;
 - you have not seen at least two (2) valid forms of identification; and
 - you have not obtained before letting **your property** to the **tenant(s)** a minimum of two (2) references, one of which must be a **financial reference**;
 - iv) for **guarantors** where:
 - the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantor's** gross income;

What is covered

What is not covered

- the **guarantor** has not entered into a legally binding written guarantee in respect of the tenancy;
- **you** have not obtained an acceptable **financial reference** for the **guarantor**;

j) if the **Tenancy Agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant(s)** or their **guarantor(s)**, if a **guarantor** is required;

k) for any loss of **rent** within thirty (30) days of the date this policy commenced, if the **Tenancy Agreement** was in force before the policy started, unless **you** held insurance similar to that provided under this policy up to the start of the first period of insurance;

In the **Event** of a claim **FirstAssist** or the **administrator** reserve the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before this insurance started;

l) for any loss of **rent** that **you** knew about, before the period of insurance began;

m) for any loss of **rent** that is not due to be paid to **you** within the period of insurance;

n) for any loss of **rent** if **you** know that **you** are able to obtain settlement from the **tenant(s)**;

o) for any loss of **rent** that is not paid because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property(ies)**;

p) for any loss of **rent** if **you** have not complied with all the conditions of any mortgage that **you** have taken on **your property**.

See also the Claims Conditions on page 50.

How we settle claims

Landlord Income Protection – Limit of liability

The most the **insurer** will pay following an **Event** and after applying the **excess** will be:

- a) loss of **your** monthly **rent** for up to twelve (12) months or until **you** have obtained vacant possession of **your property**, whichever is sooner; and
- b) fifty (50) per cent of **your** monthly **rent** once **you** have obtained vacant possession of **your property** for up to a further one (1) month; plus
- c) up to £250 towards the costs of re-letting **your property**.

The **insurer** will not pay more than the monthly **rent** stated in the **Tenancy Agreement**; or if it is lower, the monthly **rent** which **you** declared to the **administrator** when **you** started this insurance, or have notified to the **administrator** since and which has been acknowledged in writing.

The **insurer** also reserves the right to reduce the amount of any **rent** paid to **you** following an **Event** by any amount, if it is discovered that the monthly rental amount notified to the **administrator** is lower than the rental amount shown in the **Tenancy Agreement**. If the difference is significant, the **insurer** also reserves the right to refuse **your** claim.

The **administrator** will pay **rent** on **our** behalf thirty (30) days in arrears.

Please also refer to the Claims Conditions that apply to Landlord Income Protection on page **50**.

Claim

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

General Exclusions

The following exclusions apply to the whole policy:

The policy does not cover the following:

1 Geographical limits

Damage, **injury** or liability arising out of any **Event** outside Great Britain, the Channel Islands or the Isle of Man, unless we say differently.

2 War

Damage, liability, death, injury, disability or any loss caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Radioactive contamination

Damage to any property, or any legal liability caused by:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

4 Sonic bangs (not applicable to liability claims)

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

5 Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a) pollution or contamination which results from damage by a cause which is insured by this policy;

or

- b) damage by a cause which is insured by this policy which results from pollution or contamination.

6 Market value

Any loss of market value after an item is repaired or replaced.

7 Date recognition

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time, to correctly recognise, accept, respond to, retrieve, retain or process any data representing a date or part of a date or computer viruses.

Electronic equipment includes:

- a) any computer equipment, system or software;
- b) any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

8 Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or **Event** contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of **terrorism** means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

9 Theft

Loss or damage:

- a) resulting from theft or attempted theft by **you**; or
- b) suffered as a result of being deceived into knowingly parting with **your property**.

10 Pre-existing damage

Loss, damage, **injury** or liability as a result of an **Event** which happened before the cover under this policy started.

11 Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your property**.

General Conditions

The following conditions apply to the whole policy.

If **you** do not comply with them a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

1 Premium

You must pay the premium or any agreed instalment when asked by the **administrator**.

2 Taking precautions

You must keep any property **you** insure in a good state of repair and take all steps to prevent accidents, **injury**, loss and damage.

When **your property(ies)** is/are not lived in or does/do not have enough furniture to live in permanently, **you** must make arrangements for the **buildings** to be inspected internally and externally at least once in every fourteen (14) day period either by **you**, **your managing agent** or other responsible representative who is appointed on **your** behalf.

3 Claims

If **you** need to make a claim, **you** must do the following:

- Tell the **administrator** as soon as possible about the **Event** and give **us** any information **we** may need. For Landlord's Legal Expenses or the optional Landlord Income Protection cover **you** must tell the **administrator** within thirty (30) days of the **Event**.
- Tell the police about any damage caused by theft or attempted theft or malicious damage
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**
- Carry out and allow **us** to take any action we need to prevent more damage
- Provide **us** with any bills for utilities being supplied to **your property(ies)** at the time of a claim following loss or damage for verification by **us**
- Tell **us** immediately about any prosecution, inquest or enquiry connected with any **injury** or damage
- Not pay or offer or agree to pay any money or admit responsibility without **our** permission
- Allow **us**, in **your** name, to take over and control all negotiations and proceedings which may arise for any claim

- Allow **us** to take any necessary action to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.

We will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **you** must repay **us**.

4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any relevant plans, documents, books and information **we** ask for. **We** do not have to repair or replace the property as it was. The most **we** will pay for any one item is the sum insured.

5 Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

6 Cancellation

We may cancel **your** policy if there are serious grounds to do so by sending you 14 day's notice in writing by recorded delivery to **your** last known address.

We may cancel **your** policy if:

- a) **we** are made aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under this policy.
- b) **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period **we** specify to **you** in writing;
- c) any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your** policy, where such additional terms and conditions have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- d) if **we** discover that **you** misrepresented information or facts **you** gave to **your** insurance intermediary or to **us** for the purpose of providing the insurance cover under **your** policy, for example, if **you** gave **us** information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim or an **event** has occurred which could result in a claim, in which case **we** will be entitled to retain the premium due for the period of insurance.

If **we** cancel **your** policy the administration charge to cover Home and Legacy's costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured **event** which occurred before the date of cancellation.

We also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** 14 day's notice in writing to **your** last known address.

7 **Fraud**

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease. In such circumstances, **we** retain the right to keep the premium paid.

8 **Arbitration**

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

9 **Automatic reinstatement**

If **you** make a claim under the Buildings or Contents Sections, **we** will not automatically reduce the sums insured by this policy, as long as:

- a) the amounts to be reinstated during any one period of insurance are not more than the amount of the sum insured;
- b) **you** take any measures **we** suggest to prevent further damage; and
- c) **you** pay the appropriate extra premium.

This Condition does not apply to the Landlord's Legal Expenses cover Buildings Section, Event 21, Contents Section, Event 22 or the optional Landlord Income Protection insurance.

10 **Rights of Parties**

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

11 **Automatic renewal**

If **you** pay **your** premium by instalments utilising premium finance facilities offered by Home & Legacy **we** will contact **you** or **your** insurance intermediary in good time before **your** policy expires with full details of the premium and terms.

If **you** do not want to renew **your** policy, or do not want to continue to pay **your** premium by instalments **you** will be asked to contact **us** or **your** insurance intermediary before **your** renewal date with clear instructions.

If **you** do not respond to **our** request on or before **your** renewal date **we** will automatically renew **your** policy.

If **we** decide not to renew **your** policy **we** will notify **you** of this in writing before the renewal date.

This automatic renewal process only applies if **your** premium is paid by instalments utilising premium finance facilities offered by Home & Legacy.

12 **Change of circumstances**

You must tell **us** as soon as reasonably possible about any changes that may affect **your** policy cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the **policy**. Here are the changes **you** should tell **us** about:

- If **you** change **your** name;
- If **you** are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences;
- If **you** have been declared bankrupt or received any court judgments as a private individual or in connection with any business;
- Any disputes or disagreements with **your tenants**;
- If **your property(ies)** are not in a good state of repair;
- If **you** intend to let **your property(ies)** for any reason other than for private residential purposes or any professional purposes other than clerical work or art related work;

- If **you** let **your property(ies)** as bedsits; or directly to a Housing Association or Local authority;
- If **your property(ies)** become unoccupied and **you** will not be re-letting;
- If **your property(ies)** are or will become uninhabited because **you** plan to carry out building work;
- Where **you** have **buildings** insurance; if the full rebuilding cost of **your buildings** changes as a result of additions, alterations or improvements;
- Where **you** have **contents** insurance; if the values to be insured change as a result of additions, alterations, improvements, and new acquisitions.
- Where **your policy** includes the Landlord Income Protection (optional cover), if the **rent** changes.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and **your** policy will be cancelled in line with the provisions of General Condition 6 on page 48. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

13 Financial Sanctions

We will not provide any cover or be liable to make any payment or other benefit under **your** policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel **your** policy immediately by giving **you** written notice at **your** last known address.

If **we** cancel **your** policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

Claims Conditions

Claims Conditions – Landlord’s Legal Expenses and Landlord Income Protection

The following conditions apply to **Event 21, Buildings Insurance**; **Event 22, Contents Insurance** and if this cover applies to **you**, the optional Landlord Income Protection insurance.

The **insurer** will not pay **your legal costs and expenses** or Landlord Income Protection claims, unless the **Event** resulting in a claim occurs during the period of insurance and **you** agree to comply with the following:

- a) To notify the **administrator** as soon as possible after **you** become **you** become aware of and no later than thirty (30) days after an **Event** that may result in a claim.
- b) To complete a claim form and supply the following documents and any other documentation that **FirstAssist** or the **administrator** may request from **you** at a later date:
 - A copy of the **Tenancy Agreement** and any **guarantors’** covenants;
 - A copy of the rent schedule detailing the **rent** due and the dates that any rental payments were received;
 - A copy of the references and any supporting documentation such as proof of residency **you** obtained for the **tenant(s)** and **guarantors** (if any) before the start of the **Tenancy Agreement**;
 - Copies of any correspondence with the **tenant(s)** in connection with rental arrears; and
 - If **your** claim relates to an **Event** which arises within the first thirty (30) days of the cover start date, where there is an existing **tenancy** in place, a copy of **your** previous insurance certificate or **schedule**.
- c) To contact or make arrangements for **your managing agent** to contact the **tenant(s)** if they have not paid **you** or **your managing agent** the monthly **rent** due within seven (7) days of the **rent** due date to establish the reason why.
- d) To contact or make arrangements for **your managing agent** to contact the **tenant(s)** again if the **rent** due still remains unpaid fourteen (14) days after the **rent** due date and to notify the **administrator** of the situation.
- e) To notify the **administrator** immediately if **you** or **your managing agent** receive payment or part payment of **rent** due from the **tenant** or the **guarantor** at any time after **you** have notified the **administrator**.
- f) To agree for **FirstAssist** or the **administrator** to instruct and pay for a **legal representative** to take the necessary action to gain vacant possession of **your** property.
- g) To prepare or arrange for **your managing agent** or an inventory clerk to prepare as soon as vacant possession of **your** property is obtained:
 - a detailed inventory of the **contents** and condition of **your** property;
 - a schedule of any damage, if applicable; and
 - attempt to agree the basis for return of the **tenancy deposit** with the **tenant(s)** or in liaison with the **administrator** of the **Tenancy Deposit Scheme**, if used.
- h) To accept that any decision over the allocation of the **tenancy deposit** made by the administrator of the **Tenancy Deposit Scheme** (if applicable), or in the **Event** of a dispute, the appointed adjudicator, will be final and binding.
- i) To accept that if the **tenancy deposit** is not held under a **Tenancy Deposit Scheme** arrangement and **you** are using a **managing agent**, that any decision made by **your managing agent** over the allocation of the **tenancy deposit** will be final and binding.
- j) To provide the **administrator** with written details of the allocation of the **tenancy deposit** and agree that if any balance of the **tenancy deposit** is remaining and the **insurer** has incurred costs, that following the **administrator’s** agreement with the **tenant(s)**, it will be forwarded to the **administrator** to reduce the **insurer’s** outlay.
- k) To accept that the **insurer** has the right, at its discretion, and at any time to pursue the recovery of any **legal costs and expenses** it has paid by taking legal action against the **tenant(s)** or their **guarantor(s)** in **your** name and agree to assist the **insurer** if required.
- l) To agree to attend or for **your managing agent** to attend any court hearing at **your** own expense after vacant possession of **your** property has been obtained to seek money judgment orders, if required.
- m) To accept that if the **insurer** or the **administrator** make a recovery from the **tenant(s)** or their **guarantor(s)** after taking legal action against them that any payment that is received will be used to reduce the **insurer’s** liability after which, if any balance remains, it will be paid to **you**.

This policy wording can be made available in large print, audio or Braille.

Please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for you.