

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

PRESTIGE 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.

ACPERHL1270/4 04.14

Home & Legacy Insurance Services Ltd T 0844 893 8360
Claims for Buildings and/or Contents F 0844 893 8386
T 0844 893 8360

Useful numbers

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About Home and Legacy Insurance Services Limited

Registered Office: 57, Ladymead, Guildford, Surrey GU1 1DB. Registered in England No. 3007252.
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Introduction

Prestige Landlord Insurance is administered by Home and Legacy Insurance Services Limited who act on our behalf. 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 307523.

Prestige Landlord Insurance is underwritten by Allianz Insurance plc.

Your Contract of Insurance

Your policy is a legal contract between **you** and **us** which is based on the information **you** have given to **us**.

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 27 to 28.

Your insurance contract is evidenced by:

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

Our 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 or incomplete 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, **we** will provide the cover set out in this policy wording for the **Sections** of the cover applicable, as shown on **your schedule**.



Jonathan Dye

Chief Executive
Allianz Insurance plc.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears throughout the whole of the policy wording. Refer to the Definitions on page 8 Buildings and page 17 Contents for the meaning of the words or phrases.

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 Home & Legacy as soon as possible 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 or incomplete. 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 28 which sets out circumstances that **you** should tell **us** about.

How to make a claim

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

Follow the General Conditions on page 27 of your policy.

- Please ring **0844 893 8360** at **your** first opportunity to notify **your** claim.
- If **you** are abroad and would like to contact **us** 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. Please note that any permanent repairs made by **our** approved suppliers are guaranteed.
- 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.

Cancellation

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**.

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

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 Home & Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, Bucks MK9 2LA.

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 10 on page 28 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 www.homeandlegacy.co.uk

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 **we** 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

Telephone calls may be recorded for **our** joint protection, training and/or monitoring purposes.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** 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.

Phone: **0800 678 1100** /Email: enquiries@fscs.org.uk

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**

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 **we** find that **your** complaint relates to the service provided by one of **our** intermediaries **we** will pass the details on to them and will monitor the progress of their investigations.

Complaints which **we** are required to resolve will be passed on to **us** by Home & Legacy who will tell **you** if **your** complaint is re-directed. Where a complaint is re-directed to **us** by Home & Legacy they will monitor the progress of **our** 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 Financial Ombudsman Service 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

Protecting your property and its contents

This part of the document is for information only and does not form part of **your** policy wording.

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 tenants** leave the **property** for more than twenty four (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 **tenant(s)** use.

Use a security marker which writes in invisible ink to mark **your** postcode and house number (or a proprietary product such as ® SmartWater * Forensic Technology, a colourless liquid that holds a unique forensic code specific to **your property** that can only be read under ultraviolet light).

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 the **tenants** or other people at the **property** are likely to have access to **your** mail.

If **you** are letting **your** home **you** should ensure that **you** re-direct **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

24-hour Helpline

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**.

Buildings Section

Buildings Section The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears throughout 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.

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

- Domestic outbuildings
- Garages that form part of **your property**
- 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 the 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.

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

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

Landslip – Sudden downward movement of sloping ground.

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** 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 – 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**.

Rent – The sum due to be paid by the **tenants** to **you** as detailed in the **tenancy agreement** between **you** and the **tenants**.

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** 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** and to **you** to receive **rent** for letting **your property** 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** 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 the **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.

Tenant(s) – The person(s) named in the **Tenancy Agreement** who occupies **your property** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupies **your property** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property** 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 thirty (30) 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 – Allianz Insurance plc. Allianz Insurance plc. is registered in England number 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB. Allianz Insurance plc 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. Our Home State is the United Kingdom. Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

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

Your policy covers loss of or damage to **your** buildings caused by the following events.

Events

- 1
 - a) Fire, lightning, explosion, earthquake, and
 - b) Smoke.
- 2 Aircraft and other flying devices or articles dropped from them.
- 3 The **buildings** being hit by:
 - a) vehicles and articles dropped from them; or
 - b) animals; or
 - c) falling trees or branches, lamp posts or telegraph poles.
- 4 Theft or attempted theft.
- 5 Malicious damage.
- 6
 - 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.

What is not covered

The **excess** which is the first £250 of each claim for each insured event other than **events 10, 16a, 16b**, unless a different amount is shown on **your schedule**.

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

Anything which happens gradually.

Loss or damage caused by domestic animals.

Loss or damage caused by felling or lopping of trees.

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

Loss or damage caused by **your tenant(s)**.

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

See also General Condition 2.

Loss or damage caused by **you**.

The first £1,000 for any loss or damage caused by **your tenants**.

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

See also General Condition 2.

Loss or damage caused after **your property** has 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

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.

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.

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.

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** caused by the attendance of a member of the emergency services due to an emergency involving **you** or your **tenants**.

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

What is not covered

Any amount over £5,000.

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

What is covered

16a Liability because **you** are the owner of the **property**.

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**.
- 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.

16b 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:

- i) **injury** to any person, including the **tenants** who occupy **your property**.
- 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.

What is not covered

Any amount over £2,000,000 under **events 16a** and **16b** 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.

Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.

Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.

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** that are insured under this policy.

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**, insured under this policy), trade or profession.

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.

What is covered

Additional Optional Benefit 1

(Your schedule will show cover as Accidental Damage If this event is insured by your policy).

17 Accidental Damage; including **accidental damage** by **your tenants** and/or their visitors, or the children of **your tenants** or their visitors.

What is not covered

The exclusions that apply to **events 1 to 11** also apply to **event 17**

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.

Damage caused by frost.

Damage caused by any domestic pets.

For **accidental damage** by **tenants** and/or their visitors, or the children of the **tenants** 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 **tenants**.
- b) The cost of any cleaning or re-decorating where no actual structural damage has occurred to the **property**.
- c) Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

How we settle claims under the Building Section

(See also General Exclusions and General Conditions)

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.

Accidental Damage by Tenants

(If your cover has been extended to indicate this optional additional insurance)

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.

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.

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, 14 and 17**.

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.

Buildings – The structure of **your property**, 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**
- 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 the **property** 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 – Household goods, furniture and furnishings which **you** own or are responsible for at **your property** and have provided for the **tenant(s')** use or enjoyment 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**
- Contents in common areas include portable contents in common areas and open grounds of the **property** used in connection with the **buildings**
- Television, satellite and radio-receiving aerials, aerial fittings and masts and CCTV equipment fixed to **your property**
- Gas, electric and water meters
- Telephones.

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, windsurfers 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.

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

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

Landslip – Sudden downward movement of sloping ground.

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

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 – 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 **tenants** to **you** and as detailed in the **Tenancy Agreement** between **you** and the **tenants**.

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 **tenants** which gives rights to the **tenants** to occupy the **property** and to **you** to receive **rent** for letting **your property** 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 the 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** 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 occupies **your property** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property** 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 thirty (30) 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 – Allianz Insurance plc. Allianz Insurance plc. is registered in England number 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB. Allianz Insurance plc 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. Our Home State is the United Kingdom. Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

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.*

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

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 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.

What is not covered

Loss or damage caused after **your property** has 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 General Condition 2.

Loss or damage caused by frost.

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

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

Anything which happens gradually.

Damage caused to the installation.

Loss of oil.

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.

Loss by theft of keys that **tenants** do not return to **you** at the end of the tenancy.

Any amount over £500

What is covered

12 Alternative Accommodation and Loss of **Rent**.

If **your contents** at the **property** 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
- b) 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
- 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.

What is not covered

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

13 Liability because **you** are the owner of **your property**.

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 **tenants** who occupy **your property**
 - ii) loss of or material damage to property, including property which belongs to **your tenant**.

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

- 1) Any amount over £2,000,000 under **event 13** 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** insured under this policy.
- 6) Liability if **you** are injured.
- 7) Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.
- 8) Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 9) Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.
- 10) 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)** which are insured under this policy.

What is covered

Additional Optional Benefit 1

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

14 Accidental Damage; including **accidental damage** by **your tenants** and/or their visitors, or the children of **your tenants** or their visitors.

What is not covered

The exclusions that apply to **events 1 to 10** also apply to **event 14**

Any amount in excess of £750 for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs.

Damage to **contents** not within **your property**.

Damage caused by 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 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 **tenants** and/or their visitors, or the children of the **tenants** 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 **tenants**.
- b) The cost of any cleaning or re-decorating where no actual structural damage has occurred to the **property**.
- c) Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

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 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.

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.

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 and 14**.

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.

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**;
- 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 **we** ask.

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** is not lived in or does 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 **us** as soon as possible about the event and give **us** any information **we** may need
- 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** 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 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.

7 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.

8 Automatic reinstatement

If **you** make a claim, **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.

9 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.

10 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 days' notice in writing to **your** last known address.

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

If **you** know about any changes that may affect the insurance cover **we** provide under **your** policy **you** must tell **us** as soon as possible to allow **us** to re-assess the likelihood of an insured **event** occurring and the terms and conditions of **your** policy. 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;

- 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 if **your property(ies)** is used for 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.

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 10 – see above. 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.

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.

