

# Prestige Landlord

POLICY WORDING

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## ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Registered in England & Wales No. 3007252. Authorised and regulated by the Financial Conduct Authority, Home and Legacy's Financial Services Register number is 307523 and 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.

# Welcome

Thank you for choosing **Home & Legacy** as the provider for your insurance.

Welcome to your Prestige Landlord Insurance policy.

This policy document, along with your policy schedule, sets out everything you need to know about your Prestige Landlord Insurance. Please keep them both together, somewhere safe.

We hope your experience of us so far has been a positive one. We are committed to giving you a first-class level of service, at every stage. You'll be pleased to know we handle most claims in-house so are able to settle the majority of claims promptly. For your convenience you'll also deal with the same claim handler throughout the entire process.

In addition to landlord insurance, we specialise in high net worth home insurance and motor insurance. We also have options for travel and motor insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill  
Managing Director  
Home and Legacy Insurance Services Limited

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England and Wales No. 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.

# Important advice information

## FOR GENERAL ADVICE

Contact the insurance intermediary you consulted to arrange your policy. If you did not consult an insurance intermediary, please contact **Home & Legacy**.

Contact **Home & Legacy**:

From the UK                      **0344 893 8360**  
From overseas                    **+44 (0) 20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).**

## TO REPORT CLAIMS

Please have your policy number to hand when you call to report any claim.

Contact the **Home & Legacy** claims team:

From the UK                      **0344 893 8360**  
From overseas                    **+44 (0) 20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).**

Outside of **Home & Legacy's** standard hours (stated above) claims can be reported by calling the Emergency Property Assistance helpline operated by Allianz Global Assistance:

From UK or overseas        **+44 (0) 208 603 9849**

**The out of hours line is available 24 hours a day, 365 days a year.**

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

# Making a claim – useful information

Before reporting a claim check your policy schedule and this policy document which give details of what is covered and what is not covered. If you have any questions, please contact your insurance intermediary or if you did not arrange your policy through an insurance intermediary, please contact **Home & Legacy**.

- Make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would be helpful to take photos of the damage.
- **We** must have the chance to inspect any damage before **you** carry out permanent repairs. Any estimates you obtain for permanent repairs or other work must be approved by **us** before work begins.
- **We** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **your** insurance intermediary or **you**.
- **You** may be asked to complete a claim form. A claim form can be obtained by contacting **Home & Legacy** or your insurance intermediary. Claim forms are also available from **Home & Legacy's** website: [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)
- 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. **You** should also refer to the General Condition headed, 'your duty when you have a claim' on page 44.
- If **your** loss is likely to be also covered in whole or in part by another policy or policies of insurance **you** are entitled to claim under this policy. However, **you** must tell **us** about any other insurance in force and assist **us** to claim back a contribution towards the loss from the other insurer(s) concerned.

# Things we need to tell you about

## THIS POLICY

This Prestige Landlord policy document is split into 2 Sections. The covers you have selected will be shown on your policy schedule and are subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by **Home & Legacy**.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted.

Your policy will continue for the period of insurance shown on your policy schedule and covers you only for insured events that occur during that period.

## HOME & LEGACY

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited. 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.

## THE INSURER

The cover is underwritten by Allianz Insurance plc. 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.

## WHAT OUR WORDS MEAN

In this policy document, many of the words and phrases used have a particular meaning. When you read them, **we** want that meaning to be clear so there are no misunderstandings. The words and phrases which have particular meanings are defined under the heading "What **our** words mean".

Throughout the entire policy document all reference to "**Home & Legacy**" means Home and Legacy Insurance Services Limited and reference to "**we, us and our**" means the insurer and/or **Home & Legacy** acting as agent for the insurer.

Wherever these words are used throughout the entire policy document they will be highlighted in bold print.

# Things we need to tell you about

## OUR AGREEMENT WITH YOU

Your policy is a legal contract between you and **us**.

When you first take out, make changes to, or renew your policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give **us** all of the information 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.

**We** recommend that you keep a record of all information supplied to **us** for the purposes of your policy for future reference.

### Your policy includes:

- information contained on your application and/or the statement of facts document which confirms the information given to **us** by you or your insurance intermediary;
- your policy schedule, which confirms; the Sections of the cover **we** are providing, including any endorsements (variations in the terms, conditions and/or exclusions of your policy); the period of insurance; your premium; details about you and your property; and any excesses that may apply to you;
- this policy document which details the cover **we** provide and the exclusions and conditions which apply;
- any changes to your policy contained in written notices sent by **Home & Legacy** at renewal.

You need to keep all of these documents in a safe place, together with receipts, other evidence of ownership and value of your insured property.

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

Please examine your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions, or if any information is incorrect or incomplete you must tell your insurance intermediary or **Home & Legacy**, if you do not use an insurance intermediary.

## THE COST OF THE INSURANCE

The insurance **we** provide is subject to you paying or agreeing to pay, the premium by the due date. To calculate your premium, **we** consider things such as:

- the type(s) of cover requested;
- the construction of your building(s) and/or type of contents;
- the sum insured;

- the location of your building(s) and/or contents;
- the purpose(s) for which your building(s) are used; and
- your previous insurance history.

Generally, the greater the risk to **us**, the higher the premium will be. For example, a policy involving high claims experience or a higher sum insured will have a larger premium than one involving low claims experience or lower sums insured.

Your premium also takes into account **our** obligation to pay any insurance premium taxes that are levied by HM Government, related to your policy.

**We** will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your policy schedule.

In consideration of the payment of the premium for the period of insurance, **we** will provide the cover set out in this policy document for the Sections of the cover applicable subject to any endorsements, as shown on your policy schedule.

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

## THE RENEWAL OF THE CONTRACT OF INSURANCE

Each renewal of your policy represents a new contract of insurance.

If you tell **us** about a claim after **we** work out your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended or you may need to pay an extra premium.

You will be covered for the period of insurance shown on your renewal policy schedule.

## REQUESTING A POLICY DOCUMENT

A further copy of this policy document will be sent to you upon request to your insurance intermediary or **Home & Legacy**; or can be downloaded from **Home & Legacy's** website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

This policy document and other associated documentation can also be made available in large print, audio or Braille. If you need any of these formats please contact **Home & Legacy** on 0344 893 8360 and **we** will be pleased to organise an alternative for you.



# Things we need to tell you about

## IF YOUR INFORMATION OR CIRCUMSTANCES CHANGE

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 told about any changes to the information shown on your most recent policy schedule or statement of facts documents, 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.

The General Conditions set out the changes of circumstances and type of information that you are required to tell **us** about.

## IF YOU CANCEL YOUR POLICY WITHIN THE FIRST 14 DAYS (COOLING OFF RIGHTS)

You have a legal 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 later.

If you wish to cancel and the insurance cover has not yet started 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 started 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 if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If after 14 days you have not cancelled your policy, your policy will continue for the agreed period of insurance.

## IF YOU CANCEL YOUR POLICY AFTER THE FIRST 14 DAYS

You can cancel the policy at any time by telling **us** in writing, irrespective of your cooling off rights. 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 choose to cancel your policy 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**.

The refund of premium will be worked out 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.

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.

You can exercise your right to cancel your policy by contacting the insurance intermediary through whom you arranged your insurance or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

## THE 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 by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Boltolph Street  
London EC3A 7QU

Tel: 020 7741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## OUR 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.

# Things we need to tell you about

## OUR CHOICE OF LAW

The law applicable to this contract is subject to agreement between **us**. Unless you and **we** agree otherwise the law applying will be the Law of England & Wales.

## TELEPHONE RECORDING

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

## DATA PROTECTION (HOW WE USE YOUR INFORMATION)

For the purposes of the Data Protection Act 1998, **we** are the Data Controllers in relation to any personal data you supply in connection with this cover.

### Insurance administration

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us**, **our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens **we** will ensure that anyone to whom **we** pass your information agrees to treat your information with the same level of protection as if **we** were dealing with it.

If you give **us** information about another person, in doing so you confirm that they have given you permission to provide it to **us** and for **us** to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that you have told them who **we** are and what **we** will use their data for as set out in this notice.

In assessing any claims made, **we** or **our** agents may do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators, professional advisers or mediation companies).

If you believe that **we** are holding inaccurate information about you please contact us. **We** will be happy to correct any errors.

With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. If you would like to find out more about this, contact:

The Data Protection Officer  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

### **Credit searches and use of third party information**

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

**We** may also use information relating to you and your property supplied to **us** by other third parties.

### **Sensitive data**

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions or information about health or medical conditions). By proceeding with this application you will signify your consent to this information being processed by **us** or **our** agents.

### **Fraud prevention and detection**

In order to prevent and detect fraud **we** may at any time:

- share information about you with other organisations and public bodies including the Police;
- do credit searches and additional fraud searches;
- check and/or file your details (including details of any injuries) with fraud prevention agencies and or on registers of claims that are shared with insurers, and if you give **us** false or inaccurate information and fraud is suspected, it will be recorded.

# Things we need to tell you about

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

## CUSTOMER SATISFACTION SURVEYS

**We** aim to continuously improve the services **we** offer to our customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about you in connection with them. Surveys will usually be carried out by **us** but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

## MAKING A COMPLAINT

**Our** aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If your complaint is about the service you have received from **Home & Legacy**, **we** will investigate it and tell you who is dealing with your complaint. This individual will have been fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, the insurer, any of **our** agents or any provider of services you are entitled to under this policy, your concerns may be passed on to them for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint.

Complaints which the insurer is required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

The aim is to resolve your concerns within 24 hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. 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. **You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.** If you do not refer your complaint in time, the Ombudsman will not have **our** permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

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

Telephone: 0300 123 9 123

This number may not be available from outside of the UK, so from abroad please call +44 20 7964 0500.

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

For products or services purchased online The European Commission operate an online dispute resolution service for consumers who have a complaint. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. The Online Dispute Resolution Service can be accessed at <http://ec.europa.eu/odr>. Please quote the email address: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

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

# What our words mean

In this policy document **we** have used some words and phrases that have a particular meaning. **You** will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout this policy they will be highlighted in **bold** print.

## **Accidental damage**

Damage caused suddenly by external means and unexpectedly by an outside force.

## **Agent**

A letting agent or other firm appointed by and acting on behalf of **you** in respect of **your property**.

## **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.

## **Buildings**

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

- domestic outbuildings;
- garages;
- boundary and garden walls, gates, fences and hedges (but not plants, shrubs, trees or grass);
- 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);
- fixtures and fittings in or on the **buildings**;
- fuel tanks and their ancillary equipment, pipework and the like;
- permanently fitted hot tubs and swimming pools;
- television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment;
- tennis hard courts;
- terraces, drives and footpaths;
- underground service pipes and cables, sewers and drains.

## **Contents**

**Contents** mean either contents of common areas, **unfurnished property contents**, or **general contents**. The contents option(s) that apply for your cover are shown on your policy schedule.

Contents are items used for domestic purposes which **you** own or are responsible for at **your property** and have provided for the use of **your tenant** being either:

### **1 Unfurnished property contents**

**Contents** within **your property** which is let on an unfurnished basis being 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

### **2 General contents**

**Contents** of **your property** and **contents** within areas of the **buildings** which are made available for common use by **your tenant** and all occupants of the **buildings** (including **contents** in the open within the grounds of the **buildings** that are used in connection with the **buildings**). **Contents** include:

- furniture and furnishings;
- domestic gardening equipment and outdoor garden furniture and equipment;
- drawings, etchings, paintings, framed photographs, prints and other wall hangings;
- dining equipment including gold and silver plated items;
- rugs and tapestries;
- fixtures and fittings which **you** own or are responsible for in or on the **buildings** of **your property** which is leasehold, including fitted kitchens and sanitary ware, interior decorations, television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment.



# What our words mean

**Contents** does 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, except for 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;
- 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 or any amending or replacement legislation.

## **Excess**

The amount **you** have to pay if **you** make a claim.

## **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.

## **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.

### **Malicious damage by tenants**

Actual physical damage which:

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

### **Money**

Cash, current bank and currency notes, cheques, credit, debit and charge cards, bankers drafts, postal and money orders, unused current postage stamps, travellers' cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.

### **Mould**

A fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes mould spores and mycotoxins and the scents and other by-products of any of these.

### **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**.

### **Property**

The **buildings** and the area of the plot of land described in the title deeds of **your property** as specified in the policy schedule.

### **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.

### **Rent**

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

### **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.

# What our words mean

## **Tenancy agreement**

A written agreement with the **tenant** 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 **tenant** to **you** or **your agent** under the **tenancy agreement** as security against the performance of the **tenant** 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**

Compulsory scheme(s) operated in accordance with the requirements of the Housing Act 2004, Housing (Scotland) Act 2006 or any corresponding and/or any associated or amending legislation within the **territorial limits**, set up by law to safeguard and facilitate the resolution of disputes arising in connection with a **tenancy deposit**.

## **Tenant**

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.

## **Unoccupied**

Not lived in for more than thirty (30) consecutive days.

## **Vermin**

Various species regarded as pests or nuisances including, but not limited to mice, rats, squirrels, insects, arachnids, worms or other disease-ridden creatures.

## **Water table**

The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

## **We, Our, Us**

Allianz Insurance plc. the insurer who underwrites the cover and/or **Home & Legacy** when acting as agent on behalf of the insurer.

## **You, Your**

The person(s), companies or firms named in the policy schedule as the insured.

# Section 1 – Buildings

**THE COVER** Cover for **buildings**, applies only if shown as included in **your** policy schedule.

Section 1, Buildings sets out the cover **we** give for **buildings** (including the optional cover extension, if selected), what is not covered, and how **we** pay claims.

There are also General Exclusions and General Conditions that apply to the whole policy and these can be found on pages 37 to 44.

It is very important to fully understand **your** obligations under the General Condition headed '**Your duty of care,**' which includes a requirement to ensure **your property** is inspected at least once every fourteen (14) days if it will not be lived in, for example, before the start of the first tenancy or between lets.

Details of how to report claims under Section 1, Buildings can be found on page 4.

**WHAT IS COVERED** **Your** policy covers loss of or damage to **your buildings** caused by the following events, as well as the additional covers listed and the optional cover extension if **you** have selected this, unless any exclusion applies.

**Limit of cover**

Unless otherwise stated cover is limited to the sum insured shown on **your** policy schedule for **buildings**.

**WHAT IS NOT COVERED**

**We** will not pay for:

- The amount of any **excess** shown in **your** policy schedule.
- Any General Exclusions. These can be found on pages 37 to 38.

# Section 1 – Buildings

- EVENT 1  
FIRE**
- a) Fire, lightning, explosion, earthquake; and;
  - b) Smoke.

**WHAT IS NOT  
COVERED**

- For b) anything which happens gradually.

- EVENT 2  
IMPACT**
- The **buildings** being hit by:

- a) aircraft and other flying objects or anything falling from them; or
- b) vehicles and articles falling from them; or
- c) animals; or
- d) falling trees or branches, lamp posts or telegraph poles.

**WHAT IS NOT  
COVERED**

- For c) loss or damage caused by domestic animals.
- For d) loss or damage caused by felling or lopping of trees.

- EVENT 3  
THEFT**
- Theft or attempted theft.

**WHAT IS NOT  
COVERED**

- Loss or damage resulting from 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**.
- Loss or damage when **your property** is **unoccupied**.

- EVENT 4  
MALICIOUS DAMAGE**
- Malicious damage.

**WHAT IS NOT  
COVERED**

- Loss or damage caused by **you**.
- Loss or damage when **your property** is **unoccupied**.

EVENT 5  
ESCAPING OF OR  
FREEZING OF WATER

- a) Water escaping from water tanks, apparatus, or pipes or fixed heating installations.
- b) Freezing water in water tanks, apparatus, or pipes fixed heating installations.

WHAT IS NOT  
COVERED

- Loss or damage when **your property** is **unoccupied** unless the water is turned off at the mains and the system drained. This exclusion will not apply if the central heating at **your property** is left permanently switched on to maintain **your property** to a minimum temperature of 15 degrees centigrade.

EVENT 6  
STORM OR FLOOD

**Storm** or flood.

WHAT IS NOT  
COVERED

- Loss or damage caused by a weather event that does not meet the definition of **storm** as set out in 'what our words mean'.
- 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.

EVENT 7  
RIOT

Riot, civil commotion, strikes or labour disturbances.

EVENT 8  
ESCAPING OF OIL

Oil escaping from oil tanks, apparatus, pipes or fixed heating installations at **your property**.

EVENT 9  
COLLAPSING  
AERIALS & MASTS

Television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment breaking or collapsing.

EVENT 10  
SUBSIDENCE

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

# Section 1 – Buildings

## WHAT IS NOT COVERED

- The amount of the **excess** shown in **your** policy schedule.
- Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences, unless the main building, its domestic outbuildings or garages of **your property** 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.

## ADDITIONAL COVER 1 UNDERGROUND SERVICES

**We** will pay 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.

## WHAT IS NOT COVERED

- 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.

## ADDITIONAL COVER 2 GLASS & SANITARY FITTINGS

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

## WHAT IS NOT COVERED

- Damage when **your property** is **unoccupied**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.

### ADDITIONAL COVER 3 TRACE & ACCESS

If the **buildings** are damaged by water escaping from water tanks, apparatus or pipes or fixed heating installations (covered under Buildings – Event 5) or oil escaping from oil tanks, apparatus, pipes or fixed heating installations (covered under Buildings – Event 8) at **your property we** will pay the necessary cost of finding the source of the leak including the making good of any damage caused during the search.

#### Limit of cover

£5,000.

### ADDITIONAL COVER 4 EMERGENCY PROPERTY ACCESS

**We** will pay the cost of making good any damage to **your buildings** caused by the emergency services while gaining access to **your buildings**.

### ADDITIONAL COVER 5 ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

If the **buildings** cannot be lived in due to loss or damage **we** have agreed to pay for under Section 1, Buildings **we** will pay **you**:

- a) any rent **you** pay, including up to two years ground rent; or
- b) if **your property** is let to a **tenant**:
  - i any **rent you** receive up to the monthly **rent** stated in the **tenancy agreement**; and
  - ii any expenses **you** incur with **our** consent in re-letting **your property** once the **buildings** are habitable; or
- c) if **your tenant** is not otherwise insured:
  - i the cost of similar alternative accommodation for **your tenant**;
  - ii the cost of temporary storage of furniture belonging to **your tenant** or for which **your tenant** is responsible; and
  - iii expenses **your tenant** has to pay for suitable accommodation for their domestic pets; or
- d) if **you** are living in **your property** at the time of the damage:
  - i expenses **you** have to pay for other similar accommodation;
  - ii the cost of temporarily storing **your contents**;and
  - iii expenses **you** have to pay for suitable accommodation for **your** domestic pets.

#### Limit of cover

20% of the **buildings** sum insured shown on **your** policy schedule.

### WHAT IS NOT COVERED

- Any amount once **your property** is habitable.



# Section 1 – Buildings

## ADDITIONAL COVER 6 SALE OF BUILDINGS

**We** will give a purchaser who has contracted to buy **your property** the benefit of the cover under events 1 to 10 of Section 1, Buildings, from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of **your** policy if earlier) as long as the purchaser has no other insurance in force.

## ADDITIONAL COVER 7 PROPERTY OWNERS LIABILITY

**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 **tenant** who occupies **your property**;
  - ii loss of or material damage to property, including property which belongs to **your tenant**.

If **you** die, **your** personal representatives will have the benefit of this cover for any liability covered under this additional cover.

### Limit of cover

£2,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

## WHAT IS NOT COVERED

- 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 unless this is covered under Buildings – Additional Cover 9, Employers Liability.
- 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 is insured under this policy.
- Liability which is insured by or would be insured by any other policy if cover under this policy did not exist.
- Liability arising directly or indirectly out of **your** job, business (other than as the owner 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 compensatory damages**.

Loss, damage, **injury** or liability shown in the General Exclusions. Those can be found on pages 37 to 38.

## ADDITIONAL COVER 8 DEFECTIVE PREMISES LIABILITY

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

- i) **injury** to any person, including the **tenant** who occupies **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 (7) years, in respect of the **buildings** insured before such cancellation on expiry.

### Limit of cover

£2,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

## WHAT IS NOT COVERED

- 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 unless this is covered under Buildings – Additional Cover 9, Employers Liability.
- 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 is insured under this policy.
- Liability which is insured by or would be insured by any other policy if cover under this policy did not exist.
- Liability arising directly or indirectly out of **your** job, business (other than as the owner 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 compensatory damages**.

Loss, damage, **injury** or liability shown in the General Exclusions. Those can be found on pages 37 to 38.

# Section 1 – Buildings

## ADDITIONAL COVER 9 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 by **you** under a contract of service or apprenticeship in connection with **your property**.

The cover provided 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.

The General Exclusion in respect of war, that applies for this policy does not apply for this additional cover.

### Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

## WHAT IS NOT COVERED

- Anything that is shown as excluded under Additional Cover 7, Property Owners Liability and Additional Cover 8, Defective Premises Liability.
- 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.

## OPTIONAL EXTENSION ACCIDENTAL DAMAGE INCLUDING ACCIDENTAL DAMAGE BY TENANT

**Accidental damage** to **your property** including **accidental damage** caused by **your tenant**.

## WHAT IS NOT COVERED

For **accidental damage** caused by **your tenant**:

- Where there is not a written **tenancy agreement** in place.
- The cost of maintenance or routine decoration to **your property**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.

For **accidental damage** caused by either **you** or **your tenant**:

- Anything that is excluded by Events 1 to 10 of the Buildings Section.
- Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.
- Damage caused by electronic, electrical or mechanical breakdown or failure.
- Damage caused by frost.
- Damage caused by any domestic pets.

# How claims are paid

If **you** wish to make a claim under Section 1, Buildings please refer to 'Making a Claim' on page 4.

## LOSS OR DAMAGE COVERED BY EVENTS 1 TO 10 & ADDITIONAL COVERS 1 TO 6

**Your** claim for **buildings** will be settled on the basis set out below.

**We** will pay the cost of rebuilding, repairing, restoring or replacing the damaged parts of the **buildings** including the costs to demolish, remove debris, shore up or prop up parts of the **buildings**; architects, surveyors, legal and/or other fees for estimates, plans, specification, quantities, tenders and supervision; as well as any extra costs to keep to building or other regulations or within the by-laws of any local authority, but only for the damaged parts of the **buildings**.

If rebuilding, repairing, restoring or replacing the damaged parts of the **buildings** 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 rebuild, repair, restore or replace the damaged parts of the **buildings** if this had been carried out straight away.

**We** will not pay any costs **you** are legally responsible for paying because of a notice served on you before the occurrence of an insured Event.

**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 costs **you** incur for preparing and submitting a claim.

If **your** 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.

**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**.

**We** will at **your** request consider making claims payments to **your 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 by them.

# How claims are paid

## MALICIOUS DAMAGE BY TENANT OR ACCIDENTAL DAMAGE BY TENANT COVERED BY THE OPTIONAL EXTENSION

The amount we will pay will be calculated by deducting the **excess**, and any **tenancy deposit** money remaining after allowing for cleaning, repairs required and any other expenses **you** may deduct under the terms of the **tenancy agreement** from the **tenancy deposit**.

## 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.

# Section 2 – Contents

## THE COVER

Cover for **contents** applies only if shown as included in **your** policy schedule.

Section 2 Contents sets out the cover **we** give for **contents** (including the optional cover extension if **you** have selected this cover), what is not covered, and how **we** pay claims.

There are also General Exclusions and General Conditions that apply to the whole policy and these can be found on pages 37 to 44.

It is very important to fully understand **your** obligations under the General Condition headed '**Your duty of care**' which includes a requirement to ensure **your property** is inspected at least once every fourteen (14) days if it will not be lived in, for example, before the start of the first tenancy or between lets.

Details of how to report a claim under Section 2, Contents can be found on page 4.

## WHAT IS COVERED

**Your** policy covers loss of or damage to **your contents** caused by the following events as well as the additional covers and the optional cover extension if **you** have selected this, unless any exclusion applies.

### Limit of cover

Unless otherwise stated cover is limited to the sum insured shown on **your** policy schedule for **contents**.

## WHAT IS NOT COVERED

**We** will not pay for:

- The amount of any **excess** shown in **your** policy schedule.
- Any General Exclusions. These can be found on pages 37 to 38.

## EVENT 1 FIRE

a) fire, lightning, explosion, earthquake;

and

b) smoke.

## WHAT IS NOT COVERED

- For b) anything which happens gradually.

## EVENT 2 IMPACT

The **contents** being hit by:

- a) aircraft and other flying objects or anything falling from them;
- b) vehicles;
- c) animals;
- d) falling trees or branches, lamp posts or telegraph poles.

## WHAT IS NOT COVERED

- For c), any loss or damage caused by domestic animals.
- For d), any loss or damage caused by felling or lopping trees.

## EVENT 3 THEFT

Theft or attempted theft.

## WHAT IS NOT COVERED

- Any theft or attempted theft which does not involve force and violence to get into or out of **your property**.
- Any amount over £500 for loss or damage from outbuildings (other than garages) forming part of **your property**.
- Loss or damage caused when **your property** is **unoccupied**.

## EVENT 4 MALICIOUS DAMAGE

Malicious damage.

## WHAT IS NOT COVERED

- Loss or damage caused by **you**.
- Loss or damage caused when **your property** is **unoccupied**.
- Loss or damage caused by **your tenant**.

EVENT 5  
ESCAPING OF WATER

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

WHAT IS NOT  
COVERED

- Loss or damage caused when **your property** is **unoccupied** unless the water is turned off at the mains and the system drained. This exclusion will not apply if the central heating at **your property** will be left permanently switched on to maintain **your property** to a minimum temperature of 15 degrees centigrade.
- Loss of metered water.

EVENT 6  
STORM OR FLOOD

**Storm** or flood.

WHAT IS NOT  
COVERED

- Loss or damage caused by a weather event that does not meet the definition of **storm** as set out in 'what our words mean'.
- 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.

EVENT 7  
RIOT

Riot, civil commotion, strikes or labour disturbances.

EVENT 8  
ESCAPING OF OIL

Oil escaping from tanks, apparatus or pipes or fixed heating installations at **your property**.

WHAT IS NOT  
COVERED

- Replacing the oil.

EVENT 9  
COLLAPSING  
AERIALS & MASTS

Television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment breaking or collapsing.

WHAT IS NOT  
COVERED

- Damage caused to the aerials, fittings, solar panels, equipment or masts themselves.



# Section 2 – Contents

## EVENT 10 SUBSIDENCE

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

### WHAT IS NOT COVERED

- **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.

## ADDITIONAL COVER 1 LOCKS & KEYS

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

**Limit of cover**  
£500.

### WHAT IS NOT COVERED

- Loss by theft of keys that **your tenant** does not return to **you** at the end of the **tenancy agreement**.

## ADDITIONAL COVER 2 ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

If the **buildings** of **your property** cannot be lived in due to loss or damage to **contents** **we** have agreed to pay for under Section 2, Contents, **we** will pay **you**:

- a) if **your property** is occupied by a **tenant**;
  - i loss of **rent**; and
  - ii expenses **you** incur with **our** consent in re-letting **your property** once the **buildings** are habitable; or
- b) if **your tenant** is not otherwise insured;
  - i the cost of similar alternative accommodation for **your tenant**;
  - ii the cost of temporary storage of furniture belong to **your tenant** or for which **your tenant** is responsible; and
  - iii expenses **your tenant** has to pay for suitable accommodation for their domestic pets; or

- c) if **you** are living in the **property**;
  - i expenses **you** have to pay for other similar accommodation;
  - ii the cost of temporarily storing **your contents**; and
  - iii expenses **you** have to pay for suitable accommodation for **your** domestic pets.

**Limit of Cover**

20% of the **contents** sum insured shown on **your** policy schedule or £5,000 whichever is the greater.

**WHAT IS NOT COVERED**

**We** will not pay any amount under Section 2, Contents:

- once **your property** is habitable; or
- when **we** have agreed to pay for **your** alternative accommodation or loss of **rent** following an insured event that is also covered under Section 1, Buildings.

**ADDITIONAL COVER 3  
PROPERTY OWNERS  
LIABILITY**

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

- 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** who occupies **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 the cover provided under this additional cover.

**Limit of cover**

£2,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

**WHAT IS NOT COVERED**

- 1 Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 2 Liability which is insured by or would be insured by any other policy if cover under this policy did not exist.
- 3 Liability arising directly or indirectly out of **your** job, business, trade or profession other than as owner of **your property** insured under this policy.
- 4 Liability if **you** are injured.
- 5 Liability for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.

# Section 2 – Contents

## WHAT IS NOT COVERED (CONT)

- 6 Liability for loss of or damage to any **property** belonging to **you** or in **your** charge or control.
- 7 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 Additional Cover 4, Employers Liability.
- 8 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**;
  - 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** insured under this policy.

## ADDITIONAL COVER 4 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**.

The cover provided 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.

The General Exclusion headed 'War' that applies for this policy will not apply for Additional Cover 4.

### Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

## WHAT IS NOT COVERED

- All of the exclusions that are shown under what is not covered for Additional Cover 3, Property Owners liability except exclusions 1 to 3.
- 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.

## OPTIONAL EXTENSION ACCIDENTAL DAMAGE INCLUDING ACCIDENTAL DAMAGE BY TENANT

**Accidental damage** to **your contents** including **accidental damage** caused by **your tenant**.

### Limits of Cover

- £750 for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs.
- The **contents** sum insured shown on **your** policy schedule for all other claims.

## WHAT IS NOT COVERED

For **accidental damage** caused by **your tenant**:

- Where there is not a written **tenancy agreement** in place.
- The cost of maintenance or routine decoration to **your property**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.

For **accidental damage** caused by either **you** or **your tenant**:

- Anything that is excluded by Events 1 to 10 of the Contents Section.
- Loss or damage to **contents** not within **your property**.
- Loss or damage caused by the action of made-up ground settling or by structures bedding down within 10 years of construction.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage caused by frost.
- Loss or damage caused by overwinding and damage to the inside of clocks.
- Loss or damage caused by any domestic pets.

# Section 2 – Contents

## How claims are paid

If **you** wish to make a claim under Section 2, Contents please refer to 'Making a Claim' on page 4.

### LOSS OR DAMAGE TO CONTENTS

**Your** claim for **contents** will be settled on the appropriate basis set out below.

#### 1 Items other than household linen and carpets

**We** will pay the cost to repair or replace the damaged item(s). If **you** do not replace the **contents** which cannot be repaired, or if the sum insured is not enough to pay for the replacement of **contents** the amount **we** will pay will be the market value of these items.

#### 2 Household linens

**We** will pay the cost of repair or replacement items. Where an item is replaced an amount will be deducted for wear and tear.

#### 3 Carpets

**We** will pay the cost to repair or replace damaged carpets. Where a carpet is over 12 months old and cannot be repaired **we** will pay the cost of replacement less an amount which will be deducted for wear and tear.

Following payment of a claim **we** become entitled to take over ownership of and to take possession of any damaged **contents**; but no item or items may be abandoned to **us**.

**We** will at **your** request consider making claims payments to **your 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.

**We** will not pay any costs **you** incur for preparing and submitting a claim.

### ACCIDENTAL DAMAGE BY TENANTS COVERED BY THE OPTIONAL EXTENSION

The amount **we** will pay will be calculated by deducting the **excess** and any **tenancy deposit** remaining after allowing for cleaning, repairs and any other expenses **you** are entitled to deduct under the terms of the **tenancy agreement**.

### 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.

The maximum amount **we** will pay under Section 2, Contents (including any costs to remove debris) will be the **contents** sum insured shown on **your** policy schedule which was valid at the time the insured event occurred.

# General exclusions

The following General Exclusions apply to the whole policy.

These Exclusions apply in addition to anything more specifically excluded elsewhere under Section 1, Buildings or Section 2, Contents.

**We** do not cover:

- **Confiscation**

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

- **Date change & computer viruses**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused to property or equipment or any part of it (whether belonging to **you** or not) failing to correctly recognise or respond to any date in such a way that it does not work properly or at all.

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by computer viruses.

- **Deception**

Loss or damage that **you** suffered as a result of being deceived into knowingly parting with **your** property.

- **Deliberate or criminal acts**

Loss, damage, liability, cost or expense of any kind directly caused by deliberate or criminal acts of **you**.

- **Loss of value**

Loss of market value after an item is repaired or replaced (market value is the cost of replacing the item at the time loss or damage taking into account its age and condition).

- **Pollution or contamination**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance.

- **Pressure waves**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).

- **Radioactivity**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

# General exclusions

- **Territorial limits**

Damage, injury or liability arising out of any event outside the **territorial limits**.

- **Terrorism**

Loss, damage, liability, cost or expenses of any kind directly or indirectly caused by or resulting from or in connection with any act of terrorism.

For the purpose of this exclusion “terrorism” means the use of biological, chemical and/or nuclear chemical force or contamination and/or threat thereof by any person or group of persons 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.

- **Uninsurable risks**

a) Loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- wear and tear, corrosion; fungus; moth or **vermin; mould**; wet or dry rot or anything which happens gradually;
- alteration; cleaning, misuse; renovation; repair or restoration;
- poor or faulty specification or design, workmanship or materials;

b) Loss, damage or liability that is insured under any other more specific policy;

c) Any loss, damage or liability that happened before cover under this policy started.

- **War**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.

# General conditions

The following General Conditions apply to the whole policy.

**You** must comply with the General Conditions to have the full protection of **your** 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.

- **Assignment**

**You** cannot transfer **your** interest in this policy to anyone else without **our** written consent.

- **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 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.

- **Change of circumstances or information**

If **you** know about any changes that may affect the insurance cover **we** provide under this policy **you** must tell **us** as soon as possible without delay to allow **us** to reassess 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 this policy.

If **you** are unsure whether a change in circumstances or changes to any information **you** have previously given **us** may affect **your** insurance cover **you** should contact **your** insurance intermediary, or if **you** do not have an insurance intermediary, **Home & Legacy**.

The changes **you** must tell **us** about include, but are not limited to:

- **you** changing **your** name;
- **you** changing **your** correspondence address;
- 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 in a personal or a business capacity;
- If **your property** is not in a good condition or state of repair;



# General conditions

- if **you** intend to let **your property** for any reason other than for private residential purposes; or if **your property** will be used by **your tenant** for any professional purposes other than clerical work;
- if the **buildings** are no longer self-contained or do not have their own lockable entrance;
- if **you** let or intend to let **your property** as bedsits; directly to a Housing Association or Local authority, or to asylum seekers or refugees who are unemployed;
- if **your property** is not lived in and **you** do not intend to re-let;
- if **your property** will not be lived in because **you** plan to carry out building work;
- where **you** have covered **buildings** under Section 1; if the full rebuilding cost of **your buildings** changes as a result of additions, alterations or improvements;
- where **you** have **contents** insurance under Section 2; if the values to be insured change as a result of additions, alterations, improvements, and new acquisitions.

**We** may re-assess the extent of **your** cover, revise the premium and/or change any **excess** when **we** are told about changes in **your** circumstances or information. 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.

If **we** decide to 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, in which case **we** **will** be entitled to retain the premium due for the period of insurance. The administration charge to cover **Home & Legacy's** costs will not apply.

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

If **you** do not tell **us** about changes, or give **us** incorrect or incomplete information, the wrong terms may be quoted, and **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.

## • 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.

- **Fraud**

If **you** or anyone acting for **you**:

- i knowingly makes a fraudulent or exaggerated claim under the policy; or
- ii knowingly makes a false statement in support of a claim; or
- iii knowingly submits a false or forged document in support of a claim; or
- iv makes a claim for any loss or damage caused by **your** wilful act; or caused with **your** knowledge, agreement or collusion.

Then, **we** may:

- refuse to pay **your** fraudulent claim.
- be entitled to recover from **you** the any amount of any fraudulent claim **we** have paid under the policy since the date **you** first started **your** cover.
- automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.
- not allow a return of any premium paid.
- inform the police of the circumstances.

- **Joint and additional insured**

If there are two or more persons named on the policy as insured, either may amend the policy, make a claim, remove an insured or cancel the policy.

- **Other insurances**

If at the time of any loss damage or liability covered by **your** policy **you** have any other insurance covering the same loss, damage or liability **we** will only pay our share of the claim.

- **Our cancellation rights**

If **we** discover that **you** misrepresented information or facts **you** gave **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 **we** may automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.

**We** may also cancel **your** policy if there are other grounds to do so by sending **you** fourteen (14) days notice in writing by recorded delivery to **your** last known address.

# General conditions

**We** may cancel **your** policy if:

- i **we** are made aware of changes in **your** circumstances or information which mean that it is not possible for **us** to continue to provide cover under this policy;
- ii **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;
- iii 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.

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 & 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** fourteen (14) days notice in writing to **your** last known address.

- **Our rights following a claim**

If **you** have the right to recover all or part of any payment **we** have made under either Section of this policy **we** may take over proceedings in **your** name, at **our** expense, to recover for **our** benefit the amount of any payment **we** have made. **You** must give **us** all the assistance reasonably required to do this.

**We** may also take over and deal with in **your** name the defence or settlement of any claim.

- **Premium payment**

**We** will not make any payment under this policy unless **you** have paid the premium.

- **Third party rights**

A person who is not a party to the insurance provided under this policy has no right under the Contract (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 any third party which exists or which is available apart from the Act.

- **Underinsurance and inflation protection**

The premium **you** pay is based on **your** sums insured. It is therefore important that at all times **you** keep **your** sums insured up to date.

**Your** sums insured should be reviewed regularly to take into account any changes in circumstances or value of **your** property insured. (E.g. new purchases, improvements and changes in market values)

### **Buildings**

The amount **you** insure the buildings for under Section 1 of this policy must be sufficient 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 comply with building or other regulations or the by-laws of any local authority but only in respect of the damaged parts of the **buildings**.

### **Contents**

The amount **you** insure **contents** for under Section 2 must be sufficient to pay for the cost of replacing them as new.

To protect **you** against the additional costs of inflation which may make **your** sums insured inadequate, where **you** have chosen cover under Section 1, Buildings and/or Section 2, Contents **we** will adjust the sum insured for **buildings** and the sum insured for **contents** each month in accordance with the movements in the following indices (or some other suitable index **we** may decide upon). No increase or decrease in premium will be due for each monthly sum insured change but at each renewal the sum insured will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your** policy schedule.

- **Section 1, Buildings**

The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

- **Section 2, Contents**

The General Index of Retail Prices (all items).

# General conditions

- **Your duty of care**

**You** must:

- 1 maintain the **buildings** to keep them in a good condition and repair;
- 2 take all reasonable steps to minimise the risk of accident, **injury**, loss or damage;
- 3 look after **your** property ensuring that all items are afforded a level of care and protection commensurate with their value.
- 4 When **your property** is not lived in or does not have enough furniture to live in permanently, make arrangements for the **buildings** to be inspected internally and externally at least once in every fourteen (14) day period either by **you, your agent** or other responsible representative who is appointed on **your** behalf.

- **Your duty when you have a claim**

If **you** need to make a claim, under Section 1, Buildings or Section 2, Contents **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, malicious persons, or vandals;
- make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, take photos of the damage;
- allow **us** to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved by **us** before work begins;
- carry out and allow **us** to take any action **we** need to prevent more damage;
- provide all necessary information and assistance that **we** may reasonably require;
- tell **us**, in writing, at **your** first opportunity if someone is holding **you** responsible for damage to their property or **injury** to them. **You** must send **us** any correspondence, legal documents or any other documents immediately and unanswered;
- not admit liability or responsibility or offer or agree to pay any money without **our** permission;
- allow **us** to defend any proceedings on **your** behalf;
- not abandon any property and leave it to **us**.

## CONTACT

For further information about Home & Legacy Prestige Landlord please contact your intermediary or call Home & Legacy on 0344 893 8360. We also offer outstanding high value cover for owner-occupied homes.

Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)



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