



## **Landlords Policy Wording**

**Underwritten by**

**Certain Underwriters as identified on the Schedule**

**under a facility managed by Plum Underwriting Ltd.**

# Plum Underwriting

Landlords Policy Wording

**Underwritten by Certain Underwriters as identified on the schedule  
under a facility managed by Plum Underwriting Ltd.**

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates ONLY to those sections of the certificate which are shown in the **schedule** as being included.

The underwriters allow ABACUS to sign and issue this certificate and **schedule** on its behalf.

## COOLING OFF PERIOD

**You** are entitled to cancel this insurance by writing to **your broker** within 14 days of either

1. The date **you** receive **your** policy documentation or
  2. The start of the **period of insurance**
- whichever is the later.

## CANCELLATION

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

## COMPLAINTS

In the unlikely event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

## FINANCIAL SERVICES COMPENSATION SCHEME

**Your** insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further Information about the Scheme is available from the Financial Services Compensation Scheme 7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN and on their website: [www.fscs.org.uk](http://www.fscs.org.uk). Contact number: 020 7892 7300.

## LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Notice to the **Insured**. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

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## Introduction

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This policy, **schedule** and any **endorsement** applying to **your** policy forms **your** home insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included
- **you** understand what each section covers and does not cover
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

**Bodily injury**                      **Bodily injury** includes death or disease.

**Buildings**                              **Buildings you** own or for which **you** are legally responsible named within the **schedule**.

**Buildings** includes:

- The **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

**you** own or for which **you** are legally liable within the **premises** named in the **schedule**.

**Contents**                              Household goods and personal property, within the **home**, which are **your** property or for which **you** are legally responsible.

**Contents** includes:

- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- fixtures and fittings awaiting installation

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance
- jewellery, furs, gold and silver, pictures and paintings
- any electrical item except washing machines, dish washers, fridges, freezers and tumble dryers.

<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Home</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Unoccupied</b>	The <b>home</b> is <b>unoccupied</b> when it has not been lived in for more than 30 consecutive days.
<b>We / us / our</b>	Certain underwriters as identified on your schedule under a facility managed by Plum Underwriting Limited.
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker</b>	The insurance broker who placed this insurance on <b>your</b> behalf.

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## General Conditions applicable to the whole of this insurance

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Each **home** included under this insurance is considered to be covered as if separately insured.

### Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**.  
When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### Cancellation clause

**We** may cancel the policy by writing to **you at your** last or known address confirming that all cover will end 14 days after the date of **our** letter; or **you** may cancel the policy giving **us** written instructions.

If **you** or **we** cancel the policy, and **you** have not made a claim during the current **period of insurance**, **we** will refund the premium, less an administration fee, for any remaining period of cover unless stated otherwise within the **schedule**.

### Data Protection Act 1998

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

### Several liability clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### Premium payment

No liability is undertaken until an application for insurance has been accepted by the underwriter and the premium paid. **We** reserve the right to decline any application for insurance or change the premium and terms quoted.

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## General Exclusions applicable to the whole of this insurance

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### a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to, by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) War Exclusion

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### c) Existing and Deliberate Damage

**We** will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

### d) Electronic Data Exclusion Clause

**We** will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to, by or arising from

- i) computer viruses, erasure or corruption of electronic data
- ii) the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.



### **e) Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

### **f) Biological and Chemical Contamination Clause**

**We** will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by or contributed to, by or arising from Biological or Chemical contamination due to or arising from

- terrorism and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism

for the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving

- the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### **g) Loss of Value**

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

### **h) Wear and Tear**

**We** will not pay for damage caused by wear and tear or any other gradually operating cause.

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## Claims Conditions applicable to the whole of this insurance

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### Your duties

In the event of a claim or possible claim under this insurance

1. **you** must use the claims advice telephone number shown on the **schedule** as soon as possible giving full details of what has happened.
2. **you** must provide written details of what has happened within 30 days to the claims address shown in the **schedule** and provide any other information **we** may require.
3. **you** must forward within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

#### 1. Defence of claims

**We** may

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

#### 2. Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

#### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## Buildings

### What is covered

### What is not covered

<p>This insurance covers the <b>buildings</b> for loss or damage directly caused by</p>	<p><b>We</b> will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £100 of every claim</p>
<p>3. storm, flood or weight of snow</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One  b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences  c) the first £100 of every claim</p>
<p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One  b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools  c) for loss or damage while the <b>home is unoccupied</b>  d) the first £100 of every claim</p>
<p>5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>a) for loss or damage caused by faulty workmanship  b) for loss or damage while the <b>home is unoccupied</b>  c) the first £100 of every claim</p>
<p>6. theft or attempted theft</p>	<p>a) for loss or damage while the <b>home is unoccupied</b>  b) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception  c) for loss or damage which <b>your</b> lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police  d) the first £100 of every claim</p>

## Buildings (continued)

### What is covered

### What is not covered

<p>This insurance covers the <b>buildings</b> for loss or damage directly caused by</p>	<p><b>We</b> will not pay</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>a) for loss or damage while the <b>home</b> is <b>unoccupied</b> b) the first £100 of every claim</p>
<p>9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip</p>	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage caused by coastal erosion f) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions g) the first £1,000 of every claim</p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £100 of every claim</p>
<p>11. falling trees, telegraph poles or lamp-posts</p>	<p>a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> b) for loss or damage to gates and fences c) the first £100 of every claim</p>

## Buildings (continued)

### What is covered

### What is not covered

This section of the insurance also covers	<b>We</b> will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	<p>a) for damage caused by chipping, denting or scratching</p> <p>b) for loss or damage while the <b>home</b> is <b>unoccupied</b></p> <p>c) the first £100 of every claim</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for</p>	<p>a) for loss or damage to any part of the cables or services pipes within the <b>buildings</b></p> <p>b) the first £100 of every claim</p>
<p>C) loss of rent due to <b>you</b> which <b>you</b> are unable to recover</p> <ul style="list-style-type: none"> <li>• additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section One</li> </ul>	<p>a) any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed</p> <p>b) for loss of rent arising from the tenants leaving the <b>buildings</b> without giving <b>you</b> notice</p> <p>c) rent the tenants have not paid</p> <p>d) for loss of rent to any <b>buildings</b> that were <b>unoccupied</b> immediately before the insured event giving rise to a claim</p> <p>e) for loss of rent or any other expenses <b>you</b> must pay to the letting agent</p> <p>f) for loss of rent arising from any part of the <b>home</b> that is used for anything other than domestic accommodation</p> <p>g) for loss of rent after the <b>home</b> is fit to be let out</p> <p>h) for loss of rent for more than 12 months</p>
<p>D) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the building</li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under Section One</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>

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## Buildings (continued)

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### What is covered

### What is not covered

<p>This section of the insurance also covers</p>	<p><b>We</b> will not pay</p>
<p>E) increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section One</p>	<p>more than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Sections One and Two, <b>we</b> will not pay more than £750 in total</p>
<p>F) anyone buying the <b>home</b> who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the <b>buildings</b> are insured under any other insurance</p>
<p>G) trace and access cover – if there is a leak from <b>your</b> fixed water or oil tanks, apparatus or pipes <b>we</b> will pay for the necessary, and reasonable expenses <b>you</b> incur in locating the source of the leak and making the necessary repairs</p>	<p>more than £1,000 in total during the <b>period of insurance</b></p>

## Buildings (continued)

Accidental damage to the **buildings**

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

### What is covered

### What is not covered

This extension covers	<b>We</b> will not pay
accidental damage to the <b>buildings</b>	<ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section One</li> <li>b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</li> <li>c) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended</li> <li>d) for damage to outbuildings and garages which are not of <b>standard construction</b></li> <li>e) for the cost of general maintenance</li> <li>f) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>g) for damage arising from faulty design, specification, workmanship or materials</li> <li>h) for damage from mechanical or electrical faults or breakdown</li> <li>i) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>j) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks, piers, jetties, bridges, and culverts</li> <li>k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>l) the first £100 of every claim</li> <li>m) for loss or damage while the <b>home</b> is <b>unoccupied</b></li> </ul>

Conditions that apply to Section One (**buildings**) only

Settling claims

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How **we** deal with **your** claim

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1. If **your** claim for loss or damage is covered under Section One, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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**Your** sum insured

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1. **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
  2. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**; **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

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**We** will not pay more than the sum insured for each **premises** shown in the **schedule** less any applicable excess.



## Contents

### What is covered

### What is not covered

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft and other flying devices or items dropped from them	the first £100 of every claim
3. storm, flood or weight of snow	a) for property in the open b) the first £100 of every claim
4. escape of water from fixed water tanks, apparatus or pipes	the first £100 of every claim
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) the first £100 of every claim
6. theft or attempted theft	a) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception b) any amount over £500 or 3% of the sum insured for <b>contents</b> whichever is greater, within detached domestic outbuildings and garages c) for money, certificates, documents or valuables d) for loss or damage which <b>your</b> lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police e) for loss or damage while the <b>home</b> is <b>unoccupied</b> f) the first £100 of every claim
7. collision by any vehicle or animal	the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the <b>home</b> is <b>unoccupied</b> b) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception c) for loss or damage which <b>your</b> lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d) the first £100 of every claim

**Contents (continued)**

**What is covered**

**What is not covered**

<p>This insurance covers the <b>contents</b> for loss or damage directly caused by</p>	<p><b>We</b> will not pay</p>
<p>9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip</p>	<ul style="list-style-type: none"> <li>a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</li> <li>b) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</li> <li>d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>e) for loss or damage by coastal erosion</li> <li>f) the first £100 of every claim</li> </ul>
<p>10. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> <li>a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b></li> <li>b) the first £100 of every claim</li> </ul>

Conditions that apply to Section Two (**contents**) only

Settling claims

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How **we** deal with **your** claim

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1. If **you** claim for loss or damage to the **contents we** will at **our** option indemnify **you** by payment, replacement, reinstatement or repair. A deduction for wear and tear will be made in respect of
    - property not proved to be less than one year old at the time of loss or damage
    - household linen, clothing, pedal cycles
    - any items not repaired or replaced and which are less than one year old at the time of loss or damage.
  2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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**Your** sum insured

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1. **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
  2. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

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**We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule** less any applicable excess.

## Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One or the **contents** are insured under Section Two of this insurance.

### Part A

Part A of this section applies in the following way

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered

### What is covered

### What is not covered

We will indemnify <b>you</b>	We will not indemnify <b>you</b> for any liability
<p>As owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b></p>	<p>a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>e) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p><b>(Exclusions</b> continued over the page)</p>

**Legal Liability to the Public (continued)**

Part A (continued)

**What is not covered**

	<p><b>We will not indemnify <b>you</b> for any liability</b></p>
	<p>f) arising out of <b>your</b> ownership, possession or use of</p> <ul style="list-style-type: none"> <li>• any motorised or horsedrawn vehicle other than domestic gardening equipment used within the <b>premises</b></li> <li>• any power-operated lift</li> <li>• any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>• any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b> and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b></li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>h) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>i) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

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## Legal Liability to the Public (continued)

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Part B

**What is covered**

**What is not covered**

<b>We will indemnify you for</b>	<b>We will not indemnify you</b>
Any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<ul style="list-style-type: none"><li>• for any liability if <b>you</b> are entitled to indemnity under any other insurance</li><li>• for the cost of repairing any fault or alleged fault</li></ul>

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Limit of insurance

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**We will not pay**

- in respect of pollution and/or contamination:- more than **£2,000,000** in all
- in respect of other liability covered under Section Three:- more than **£2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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## Endorsements

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The following clauses apply only if they are mentioned in the **schedule**.

### 001. **Index-Linking Clause**

The sums insured in Section One (**buildings**) and Section Two (**contents**) will be indexed each month in line with the following:

Section One (**buildings**): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section Two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### 002. **Your Bank's or Building Society's Interest Clause**

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

### 003. **Contents of Common Areas**

Definition of **buildings** shall extend 'landlords fixtures and fittings' to include landlords **contents** comprising furniture, furnishings, carpets and other property in the common hall, stairway and other common parts (including storage rooms and compartments) of the **home** all belonging to **you** or for which **you** are legally responsible excluding:

- a) any loss and/or damage in excess of £5,000
- b) **valuables**
- c) money, stamps, certificates, cheques, securities or documents
- d) television, video and audio equipment and computers
- e) clothing and **personal possessions**
- f) animals
- g) property more specifically insured
- h) property in the open
- i) motor vehicles, their **contents** or accessories

If **you** claim for loss or damage to the **contents** of common areas **we** will at **our** option indemnify **you** by payment, replacement, reinstatement or repair. A deduction for wear and tear will be made in respect of:

- property not proved to be less than one year old at the time of loss or damage
- household linen, clothing, pedal cycles
- any items not repaired or replaced and which are less than one year old at the time of loss or damage.

### 006. **Amended Policy Excess**

It is hereby noted and agreed that the excess applicable to occupied properties are amended to read:

<b>Buildings</b>	£250
<b>Contents</b>	£250
Malicious Damage by Tenant	£1,000
Subsidence	£1,000

All other excesses remain the same as per policy wording.

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## Endorsements (continued)

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### 007a. Flat Roof Warranty

It is warranted that the flat roof area must be inspected every 5 years at **your** expense and any defect discovered immediately rectified. In the event of non compliance **we** may not pay **your** claim in the event of storm damage. The policy excess applicable is increased by £150 in respect of any loss or damage to the flat roof areas or any resulting damage from loss or damage to the flat roof areas.

### 008. Single Flat

In the event of loss or damage arising from the insured causes to the common parts of the building which the insured flat forms part of, **our** liability is limited to the percentage the said flat bears to the total number of flats forming the building. In any event maximum **our** liability is the sum insured stated.

### 010. Chimneys

It is warranted that all chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and that they are professionally cleaned once a year prior to winter use.

### 015. Contractors Exclusion

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

### 016. Escape of Water and Escape of Oil Extension

It is noted that cover item 4 "Escape of water from and frost damage to fixed water tanks, apparatus or pipes", and cover item 5 "Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation" are specifically included under policy cover when the **home** is **unoccupied**.

### 017a. Unoccupied Home

If the **home** is **unoccupied** it is a condition of the policy that **you** must comply with the following

- 1) All security must be maintained and placed in operation whenever the **home** is unattended
- 2) The water must be switched off at the mains and the water system drained OR the heating must be maintained at a minimum 15 degrees Centigrade or 58 degrees Fahrenheit at all times
- 3) The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the property
- 4) The **home** must be visited at least once a week by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim
- 5) Advise **your** Insurance Advisor/Broker as soon as the property tenancy status alters.

### 017b. Unoccupied Home

If the **home** is **unoccupied** it is a condition of the policy that **you** must comply with the following

- 1) All security must be maintained and placed in operation whenever the **home** is unattended
- 2) The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the property
- 3) The **home** must be visited at least once a week by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim
- 4) Advise **your** Insurance Advisor/Broker as soon as the property tenancy status alters.

### 018. Commercial Portion Endorsement

It is hereby noted and agreed that the definition of **home** also includes any commercial portion of the **premises**.



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## Endorsements (continued)

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### 019. Cooking Warranty

Regulatory Reform (Fire Safety) Order 2005

**We** will not pay for any loss or damage to any property or any loss or expense, consequential loss or legal liability arising out of cooking in rooms unless they are fitted out and designated as kitchens or unless they comply with the Regulatory Reform (Fire Safety) Order 2005.

It is also a condition precedent to liability that:

- a) **you** comply with the Regulatory Reform (Fire Safety) Order 2005
- b) if the **home** is left furnished, all upholstered furniture and furnishings comply with the Furniture and Furnishing (Fire Safety) Regulations 1988
- c) any furniture added to the **home** after 1<sup>st</sup> of March 1993 meets the relevant fire resistance requirements.

### 022. Unoccupied Cover (level 1) Restrictions

It is noted that the following cover items under Section One (buildings) are specifically **EXCLUDED** when the **home** is **unoccupied**:

Section B

the cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for

Section C

- loss of rent due to **you** which **you** are unable to recover
- additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for

while the **buildings** cannot be lived in following loss or damage which is covered under Section One (buildings)

Section E

increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section One (buildings)

Section F

anyone buying the **home** who will have the benefit of Section One (buildings) until the sale is completed or the insurance ends, whichever is sooner

Section G

Trace and Access

If there is a leak from **your** fixed water or oil tanks, apparatus of pipes **we** will pay for the necessary and reasonable expense **you** incur in locating the source of the leak and making the necessary repairs.

### 023a. Unoccupied Cover (Level 2) Extension

It is noted that the following items are specifically included under the policy cover when the **home** is **unoccupied**:

- a) cover item 4 "Escape of water from and frost damage to fixed water tanks, apparatus or pipes"
- b) cover item 5 "Escape of oil from a fixed domestic oil fired central heating installation and smoke damage caused by a fault in any fixed domestic heating installation".

### 024a. Unoccupied Cover (Level 3) Extension

It is noted that the following items are specifically included under the policy cover when the **home** is **unoccupied**:

- a) cover item 4 "Escape of water from and frost damage to fixed water tanks, apparatus or pipes"
- b) cover item 5 "Escape of oil from a fixed domestic oil fired central heating installation and smoke damage caused by a fault in any fixed domestic heating installation"
- c) cover item 6 "Theft or attempted theft"
- d) cover item 8 "Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

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## Endorsements (continued)

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### 025. Occupancy Alteration (1)

In the event of the **home** becoming occupied **you** must advise **us** of full details of the tenant(s). Subject to tenancy type **your** existing policy cover will be increased to include "What is covered", items 1,2,3,4,5,6,7,8, 10 & 11 unless any of the items are specifically excluded by **endorsement**. Occupancy is a material fact of **your** policy and failure to inform **us** of any change may result in this insurance becoming invalid.

### 026. Occupancy Alteration (2)

In the event of the **home** becoming occupied **you** must advise **us** of full details of the tenant(s). Subject to tenancy type **your** existing policy cover will be increased to include "What is covered", items 1,2,3,4,5,6,7,8,9, 10 & 11 unless any of the items are specifically excluded by **endorsement**. Occupancy is a material fact of **your** policy and failure to inform **us** of any change may result in this insurance becoming invalid.

### 027. Property Developers Amended Policy Excess

It is hereby noted and agreed that the excess applicable to properties are amended to read:

**Buildings** £1,000

**Contents** £1,000

Malicious Damage by Tenant £1,000

Subsidence £1,000

### 028. Voluntary Excess Clause (£150)

Please note all declared excesses applicable to this policy and **schedule** are increased by £150 (except for item 9, subsidence that remains unaltered).

### 029. Voluntary Excess Clause (£400)

Please note all declared excesses applicable to this policy and **schedule** are increased by £400 (except for item 9, subsidence that remains unaltered).

### 030. Voluntary Excess Clause (£900)

Please note all declared excesses applicable to this policy and **schedule** are increased by £900 (except for item 9, subsidence that remains unaltered).

### 031. Increased Property Owners Liability to £5,000,000

The limit of insurance in respect of other liability covered under Section Three - Legal Liability to the Public (as owner only, but not as occupier), is amended to state: "more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing". The limit of insurance in respect of pollution and/or contamination remains unchanged.

### 032. Water System(s)

It is a condition of this policy that the water is turned off at the mains and the water system(s) drained. This condition overrides any heating condition that may be shown on **your** policy documentation.

### 033. Unoccupied Property – Policyholders Responsibilities

**You** must immediately notify **us** should the condition of the property deteriorate by any means and/or the property is subject to any unauthorised access of any kind.

### 034. Weekly Inspection

The **home** must be inspected internally and externally at least once every 7 days by either **you** or **your** representative. A record of dates, times and any observations must be recorded in a central inspection record.

### 035. Protections

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**

- are maintained and in good working order and
- are in full and effective operation whenever **you** are absent from the **premises**

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

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## Endorsements (continued)

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### 037. Gas and Electricity Clause

It is a condition of the policy that **you** must comply with the following:

The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the property.

### 038. Cancellation of the Policy

It is noted that if after the Cooling off period (see page 3) **you** request this policy is cancelled within the first 6 months of cover **we** will make a minimum charge for the cover provided of 50% of the annual premium. After this initial 6 month period the policy will be cancelled pro rata. If however, a claim has occurred in the current **period of insurance we** reserve the right to make no refund.

### 039. Unoccupied Property at Inception

This is a let property scheme but it is noted and agreed that **your** property is **unoccupied** at the policy inception date but will be occupied within a period of 90 days.

If within this 90 days **you** have not confirmed the property is occupied and provided **us** with the type of tenant the policy will be cancelled.

If the policy is cancelled for this reason **we** will make a charge for the period of cover provided being 40% of the annual premium.

### 039a. Unoccupied Property at Inception

This is a let property scheme but it is noted and agreed that **your** property is **unoccupied** at the policy inception date but will be occupied within a period of 60 days.

If within this 60 days **you** have not confirmed the property is occupied and provided **us** with the type of tenant the policy will be cancelled.

If the policy is cancelled for this reason **we** will make a charge for the period of cover provided being 30% of the annual premium.

### 040. Subsidence Heave & Landslip/Rent and Alternative Accommodation

This insurance does not cover Subsidence or heave of the site upon which the **buildings** stand, or landslip as shown in item 9 of Section One (buildings) and Section Two (contents) or Section C – Rent and alternative accommodation arising from Cause 9 as shown in Section One (buildings) and Section Two (contents).

### 041. Subsidence Heave and Landslip

This insurance does not cover subsidence or heave of the site upon which the **buildings** stand, or landslip as shown in item 9 of Section One (buildings).

### 043. Escape of Water Excess Increase

You must pay the first £250 of every claim under:

Section One (buildings) what is covered item 4 "loss or damage caused as result of escape of water from and frost damage to fixed water tanks, apparatus or pipes", and

Section Two (contents) what is covered item 4 "loss or damage caused as a result of escape of water from fixed water tanks, apparatus or pipes".

### 053. Malicious Damage by Tenant

It is hereby noted and agreed that under Section One (buildings) what is covered Peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously" the exclusions are deleted and replaced with the following

What is not covered:

- a) for loss or damage whilst the home is unoccupied
- b) more than £5,000 where the malicious damage is caused by a person lawfully allowed in your home
- c) the first £100 of any claim.

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## Endorsements (continued)

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**054. Six Monthly Inspection**

Unless it is **unoccupied** the **home** must be inspected internally and externally at least once every 6 months by either **you** or **your** adult representative. A record of dates, times and any observations must be recorded in a central inspection record which must be made available to **us** on request. **You** must immediately notify **us** should **you** become aware that the condition of the **home** has deteriorated by any means and/or the **home** has been subject to unlawful access or attempted unlawful access of any kind.

**100. Subsidence Heave or Landslip Exclusion Clause**

Subsidence or heave of the site upon which the buildings stand or landslip as shown in cover item 9 of Sections One (buildings) and Two (contents) is not covered by this insurance.

**101. Flood Exclusion Clause**

Section One (buildings) and Section Two (contents) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in cover item 4 of Sections One and Two.

**102. Storm Exclusion Clause**

Section One (buildings) and Section Two (contents) of this insurance do not cover loss or damage caused by storm as shown in cover item 3 of Sections One and Two.

**103. Theft Exclusion Clause**

Section One (buildings) and Section Two (contents) of this insurance do not cover loss or damage caused by theft or attempted theft as shown in cover item 6 of Sections One and Two.



