

Residential Let Property

Insurance Policy



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Let Property Insurance Policy

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INTRODUCTION

YOUR INSURERS

Assurant Intermediary Ltd is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

This insurance is arranged by Assurant Intermediary Ltd & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

YOUR COVER

In return for the payment of **your** premium we will provide the insurance cover detailed in this **policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the period of cover.

Please take time to read the contents of this **policy**, including how to make a claim. This **policy** and its **schedule** are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this **policy**, please contact the agent who helped **you** complete this insurance.

CANCELLATION

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your agent** within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **your agent** will then refund **your** premium in full.

If **you** wish to cancel **your policy** after 14 days, **you** will be entitled to a pro- rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **policy** terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask.

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided us with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

REGULATORY INFORMATION

CLAIMS UNDERWRITING EXCHANGE

We may use **your** personal information to prevent crime. To prevent crime, **we** may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass your personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

ARBITRATION

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents 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 third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

All countries in the EEA, which includes the UK, have similar standards of legal protection for **your** personal information. If **we** share your information outside the EEA **we** will require **your** personal information to be protected to at least UK standards.

For and on behalf of UK General Insurance Limited



Karen Beales
Managing Director – Personal Lines

HOW TO MAKE A CLAIM

Your claim will be handled promptly and by experienced claim handling staff. Any incident or loss that gives rise or may give rise to a claim should be notified immediately to:

SECTION ONE: BUILDINGS & SECTION TWO: CONTENTS

Direct Group Ltd Property Services

PO Box 800

Halifax

HX1 9ET

Tel: 0344 412 4233

Email: propertyservices@directgroup.co.uk

SECTION THREE: LIABILITIES

Langleys Solicitors

Queens House

Micklegate

York

YO1 6WG

Tel: 01904 686790

Email: ukg@langleysclaimsservices.com

CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If you need to make a claim under this policy, you must do the following:

- a) Provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request.
- e) Do not, under any circumstances effect full repairs without **our** prior written consent.
- f) Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without **our** permission in writing.

On receipt of a notification of a claim, we may do the following:

- a) Enter any **building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **you**.
- c) Prosecute in **your** name for **our** benefit, any other person in respect of any claim **we** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **our** behalf.
- e) Arrange to repair the damage to the **building** and/or any other **property** or item and handle any salvage appropriately.

DEFINITIONS

The following definitions have the same meaning wherever they appear in **your policy** or **schedule** and are highlighted in bold:

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **you**, or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Endorsement

A specific term, condition or variation to the **policy**.

Excess

The first amount of any claim for which **you** are responsible.

Insurers / We / Us / Our

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Landlords Contents

Household goods and furnishings, appliances and aerals for which **you** are responsible and contained within the **buildings**, but excluding **valuables**, wearing apparel and pedal cycles.

Period of Insurance

The period stated in the **schedule** for which **we** agree to grant cover, providing that the full premium has been paid to **us**.

Policy

The **policy** incorporates the policy booklet, the **schedule** and all terms, conditions and endorsements of **your** insurance contract with **us**.

Property

The **buildings** at the address(es) stipulated in the **schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.

Tenant

A person occupying **your property** by virtue of a **tenancy agreement**.

Tenancy Agreement

a. A **tenancy agreement**, in writing, made between **you** and the **tenant**, which is an Assured Shorthold Tenancy Agreement, within the meaning of the Housing Acts 1988 and 1996, or a Short-Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a **tenancy agreement** in which the **tenant** is a limited company. In Northern Ireland, the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy, or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a **tenancy agreement** in which the **tenant** is a limited company, or a **tenancy agreement** or lease of a commercial premises, or

b. Any other residential tenancy as agreed by **us** in writing.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, **vermin** or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Unoccupied

The **property** is deemed to be **unoccupied** when it is not lived in by a **tenant**. **Unoccupancy** is deemed to start from the date that the last **tenant** vacated the **property**, which may pre-date the inception of the insurance granted by this **policy**.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

Vermin

Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

You/Your/Yours

The person(s) as specified in the **schedule**, or in the event of their death, their legally appointed representative.

Your Agent

Assurant Intermediary Ltd, PO Box 632, Unit 1, Emerald Buildings, Westmere Drive, CW1 9JW

SECTION 1 - BUILDINGS

We cover **your buildings** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) loss or damage caused by smog, industrial or agricultural output.

2. Storm or flood

Excluding

- a) loss or damage caused by frost
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- c) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) Theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- c) loss or damage caused by deception, unless deception is used solely to gain entry to **your property**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- b) malicious damage or vandalism by any **tenant** or person lawfully on the **property**.

8. Subsidence, landslip or heave of the site upon which the buildings stand

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials

- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**.
- g) loss or damage that originated prior to the inception of this **policy**
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences c) loss or damage to aerials, dishes and masts.

10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied**, for 30 days or more
- b) loss or damage caused by chipping, denting or scratching
- c) loss or damage to ceramic hobs in free-standing cookers.

11. Accidental damage to underground pipes, cables and services for which you are responsible

Excluding

- a) loss or damage due to wear and tear or gradual deterioration
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

12. Loss of rent and/or cost of alternative accommodation incurred by you as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy

Excluding

- a) any amount more than 20% of the **sum insured** on the **buildings**
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 1 of this **Policy**

13. Increased metered water charges incurred by you, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy

Excluding

- a) any amount more than £750 in any **period of insurance**.

14. Expenses incurred by you as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of your policy

Excluding

- a) any fees charged in the preparation of a claim.

15. Expenses incurred by you in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy

Excluding

- a) any amount more than £2,500
- b) loss or damage to the apparatus from which water or oil has escaped.

ADDITIONAL COVER – ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

16. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.

17. Malicious Damage caused by the Tenants to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) Loss or damage caused by **Uninsurable Risks**.
- b) Loss or damage caused by vermin; fungus; insects or domestic pets.
- c) Loss or damage whilst the **Buildings** are **Unoccupied** for 90 days or more. An additional **Excess** of £250 applies if the **Property** is **Unoccupied** for 45 days or more.
- d) Cost of normal maintenance.
- e) Loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) Loss or damage as a result of any building alterations, renovations or repairs.
- g) Loss or damage if previously specifically excluded from cover.
- h) Any amount recoverable from the **Tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim).
- i) Any loss or damage which is insured by a **Policy** issued to the **Tenant**.

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

The **sums insured** in Section 1 may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured and will be shown on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, if the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will:

1. not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the **property**, as stated in the **schedule**.
2. not exceed the **sum insured** for the **property**, as stated in the **schedule**.

It is your responsibility to ensure that, at all times the buildings sum insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

SECTION 2 – LANDLORD’S CONTENTS

We will cover **landlord’s contents** against loss or damage caused by the following insured perils:

1. **Fire, smoke, explosion, lightning, or earthquake**

Excluding

- a) loss or damage caused by smog, industrial or agricultural.

2. **Storm or flood**

Excluding

- a) **landlord’s contents** in the open
- b) loss or damage caused by frost
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- d) loss or damage caused by rising water table levels.

3. **Escape of water or oil from any fixed water or heating installation, apparatus and pipes**

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. **Theft or attempted theft caused by violent and forcible entry or exit**

Excluding

- a) theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- c) any amount more than £500 in respect of **landlord’s contents** contained within detached domestic outbuildings and garages
- d) loss of any item whilst in the open.

5. **Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.**
6. **Riot, civil commotion, labour and political disturbances.**
7. **Malicious damage or vandalism**

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- b) malicious damage or vandalism by any **tenant** or person lawfully on the **property**.

8. **Subsidence, landslip or heave of the site upon which the Buildings stand**

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**
- g) loss or damage that originated prior to the commencement of this insurance
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **landlord's contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.

9. **Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts**

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to aerials, dishes and masts.

10. **Costs of alternative accommodation incurred by you, as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy**

Excluding

- a) any amount more than 20% of the **sum insured** on the **landlord's contents**.
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 2 of this **policy**.

11. **Costs of replacement locks for external doors to the Buildings if your keys are stolen**

Excluding

- a) thefts not reported to the Police
- b) any amount more than £250.

12. **Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable, as the owner of the landlord's contents, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent**

Excluding

- a) bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or household
- b) any claim arising directly or indirectly from the transmission of any communicable disease
- c) damage to **property** under **your** custody or control

- d) any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your** property
 - ii) any power operated lift
 - iii) any aircraft or watercraft
 - iv) a caravan, whilst being towed
 - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of pollution or contamination
- g) any claim where **you** are entitled to indemnity under any other insurance
- h) any cost or expense not agreed by **us** in writing.

ADDITIONAL COVER – ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

13. Accidental Damage cover to landlord’s contents contained within the property in addition to those perils as listed in paragraphs 1 to 9 of this section

Excluding

- a) loss or damage if previously specifically excluded from cover
- b) loss or damage caused by normal wear and tear
- c) loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) loss or damage caused by cleaning or making repairs or alterations
- e) loss or damage caused by pets
- f) loss or damage whilst the **buildings** are **unoccupied** for 30 days or more
- g) loss or damage because of mechanical or electrical breakdown.

CONDITIONS THAT APPLY TO SECTION 2 – LANDLORD’S CONTENTS

Index-linking Clause

The **sums insured** in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to **your landlord’s contents**, **we** will replace the damaged **landlord’s contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **landlord’s contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

1. not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **your landlord’s contents**, as stated in the **schedule**.
2. not exceed the **sum insured** for **your landlord’s contents**, as stated in the **schedule**.

It is your responsibility to ensure that, at all times the landlord’s contents sum insured reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord’s contents** of **your property** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

SECTION 3 – LANDLORD’S LEGAL LIABILITY

- 1. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, arising directly because of your ownership of the property, including defence costs and expenses incurred with our prior consent**

Excluding

- bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or household
- any claim arising directly or indirectly out of the transmission of any communicable disease
- damage to **property** under **your** custody or control
- any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- any claim arising out of the ownership, possession or operation of:
 - any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
 - any power operated lift
 - any aircraft or watercraft
 - a caravan, whilst being towed
 - any dogs designated as dangerous under the Dangerous Dogs Act 1991
- any claim arising out of ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- any claim arising out of pollution or contamination
- any claim, if **you** are entitled to indemnity under any other insurance
- any cost or expense not agreed by **us** in writing.

This **policy** includes **your** landlord’s legal liability under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for injury to a third party, or loss or damage to third party property arising from a defect in **your property**, including defence costs that **we** have agreed in writing to pay.

- 2. Accidents to Domestic Employees subject to a limit of indemnity of £5,000,000 for damages and claimants’ costs and expenses which you become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee in connection with any one claim or series of claims made against you arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.**

Excluding

- liability arising directly or indirectly from the transmission of any communicable disease or virus by **you**
- any agreement unless **you** would have been liable had the agreement not been made
- any claim or other proceedings against **you** lodged or prosecuted in a court outside the **United Kingdom**
- liability arising from any business or profession
- liability for death of, bodily injury to, or illness or disease of any member of **your** family
- liability for which compulsory insurance or security is required by any road traffic legislation.

GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

You must take reasonable care to:

1. Supply accurate and complete answers to all the questions that may be asked as part of **Your** application for cover under the **policy**.
2. Make sure that all information supplied as part of **your** application for cover is true and correct.
3. Tell **Us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions asked when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not accurate and complete, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

Duty of Care

You must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify **your agent** immediately of any change in **your** circumstances and:

1. the use of **your property**, for example **you** start residing in the **property**
2. the type of **tenant** occupying the **building**
3. if the **property** becomes **unoccupied** for more than 30 days
4. the cost of rebuilding **your property** or replacing **your landlord's contents**.

Unoccupancy

If the **buildings** as specified in the **schedule** will be left **unoccupied** or **tenants** will be away from the **property** for 14 days or more during the period 1st November to 31st March, **you** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

Notice of Building Works

You must notify **your agent** prior to the start of any conversions and extensions to any **buildings** specified in the **schedule**.

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

If **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of any claim.

Fraudulent/False Claims

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- If your claim is in any way dishonest or exaggerated,

If **you** make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. **We** have the right to notify the Police, or other relevant authority or body of any such instances or circumstances.

GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

a) **Radiation**

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

b) **War**

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

c) **Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

d) **Deliberate Act**

Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.

e) **Existing Damage**

Loss or damage occurring prior to the commencement of **Your** insurance **Policy**.

f) **Sonic Pressure**

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

g) **Consequential Loss**

Consequential Loss as a result of any claim under this **Policy**.

h) **Wear and Tear**

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

i) **Electronic Data**

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

j) **Motor Vehicles**

Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

k) **Domestic Pets** Loss or damage caused by domestic pets, insects or vermin.

COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

If You have a complaint regarding the sale of **Your Policy**, please contact **Your Administrator** who arranged the Insurance on **Your** behalf.

If your complaint about the sale of **Your Policy** cannot be resolved by the end of the third working day, **Your Administrator** will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS UNDER SECTION ONE AND TWO

Direct Group Customer Relations
PO Box 1193
Doncaster
DN1 9PW
Tel: 0344 854 2072
Email: customer.relations@ryandirectgroup.co.uk

CLAIMS UNDER SECTION THREE

Langleys Solicitors
Queens House
Micklegate
York
YO1 6WG
Tel: 01904 686790
Email: ukg@langleysclaimsservices.com

If your complaint about a claim under SECTION THREE cannot be resolved by the end of the third working day, Langleys Solicitors will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 03802I

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:
The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

**UK General Insurance Ltd is authorised and regulated by the Financial Conduct Authority.
Registered in England and Wales Company No. 4506493. Registered Office: Cast House, Old Mill Business Park, Gibraltar
Island Road, Leeds, West Yorkshire, LS10 1RJ**

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