

Residential Let Insurance Policy



Let Property Insurance Policy

Welcome to your Let Property Insurance Policy

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Introduction

Your policy consists of several parts which together form **your** contract of insurance with **us**. these should be read as one document and consist of:

- the **proposal you** have made to **us**
- this **policy** wording, including the introduction, the insuring clause, the policy definitions, conditions precedent, general policy conditions and general policy exclusions which apply to all sections of the policy, the sections of cover provided, including specific definitions, conditions and exclusions
- the **schedule**, which confirms the sections of cover that are operative and which includes any additional clauses or endorsements applied to the policy.

please take time to read all parts of the policy to ensure they meet **your** needs and that **you** understand the conditions and exclusions. if **you** wish to change anything or there is anything that **you** do not understand, please contact the insurance intermediary that arranged this insurance for **you**.

Any word or expression given a specific meaning in

- the Schedule, any policy Endorsement(s) or the Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the policy unless otherwise indicated
- an individual Section, or any Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).

Insuring Clause

Your policy is a contract between **us**, and **you**, the **policyholder**. The information **you** have supplied to us in the **proposal** will be the basis of the contract between **you** and **us**.

In return for **you** having paid or agreed to pay the premium, **we** will indemnify **you** by payment or, at our option, by reinstatement or repair in respect of **damage**, accident or injury occurring in connection with the **property** during the **period of insurance**, subject to the terms, conditions and exclusions contained in or endorsed on the policy.

This policy is a legal contract. **You** must tell **Us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance adviser. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not provide full cover.

You should keep a written record (including copies of letters) of any information **you** give **us** when **you** renew, or want to make changes to, **your** policy.

Details about the regulator and Insurers

This insurance is arranged by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

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.

Use of Language

Unless otherwise agreed the contractual Terms and Conditions and other information relating to the contract will be in English.

Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

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.



Karen Beales

Managing Director, Schemes
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ

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.

Building(s)

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**.

Consequential Loss

We will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this **policy**

Endorsement(s)

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

Excess(es)

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

Flood/Flooded/Flooding

An overflow of a large amount of water beyond its normal limits, especially over what is normally dry land

Insurers / We / Us / Our

UK General Insurance Ltd on behalf of Great Lakes Reinsurance.

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

Period stated in **your schedule** for which **we** agree to accept, provided full premium has been paid to **us**.

Policy

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

Property

The **buildings** at the address stipulated in **your schedule**.

Schedule

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

Sum Insured

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

Tenant(s)

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

Tenancy Agreement

1. 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
2. Any other residential tenancy agreed and approved by the insurer.

Uninsurable Risks

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

United Kingdom

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

Unoccupied

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

Valuables

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art, home computer equipment and any other electrical gaming consoles.

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.

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 60 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 **excess** for escape of water specified in your **schedule**.

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

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) 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 60 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 **excess** for subsidence 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 60 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 in excess of 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 in excess of £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 in excess of £5,000
- 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 60 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 60 days or more. An Excess of £250 applies if the Property is Unoccupied for 30 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, as long as 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) **landlords 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 60 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 **excess** for escape of water 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 60 days or more
- c) any amount in excess of £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 60 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 **excess** for subsidence as 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 in excess of 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. 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

12. 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 60 days or more
- g) loss or damage as a result 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 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 as a consequence of your ownership of the 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 out of 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 ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- g) any claim arising out of pollution or contamination
- h) any claim, if **you** are entitled to indemnity under any other insurance
- i) 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.

GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **your** agent may ask as part of **your** application for cover under the **policy**;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **your** agent of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim

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 in particular:

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 60 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

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) Radioactive Contamination

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this Policy excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- 1) irradiation or contamination by Nuclear Material; or
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- 3) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

b) War and Civil Exclusion

Notwithstanding anything to the contrary contained herein this policy does not cover Loss or Damage 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) Terrorism

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 1) involves violence against one or more persons; or
- 2) involves damage to property; or
- 3) endangers life other than that of the person committing the action; or

- 4) creates a risk to health or safety of the public or a section of the public; or
- 5) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism. Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this policy will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

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 cover.

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**. For example, the payment of mobile phone calls following the theft of a mobile phone

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 Exclusion

Notwithstanding any provision to the contrary within this Reinsurance Agreement or any endorsement thereto, it is understood and agreed as follows:

This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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'.

However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils Fire, Explosion

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**.

Canceling Your Policy

Although **we** hope **you** are happy with the cover this policy provides, if this insurance doesn't meet **your** requirements, **you** may cancel this policy by giving notice in writing (including by email) and **we** will then cancel **your** policy with effect from the date upon which notice is dispatched to **Us**. That date will be the Cancellation Date. If considered appropriate **we** reserve the right to request the return of all the policy documentation.

If the Cancellation Date is within 14 days of the start of the **period of insurance**, **we** will return a proportionate part of the last premium paid in respect of the unexpired **period of insurance** less any policy fees already incurred.

If it is later and there have been no claims made during the current **period of insurance**, **we** will return a proportionate part of the last premium paid in respect of the unexpired **period of insurance** (subject to a minimum premium of £100) less any policy fees already incurred.

PLEASE NOTE that in order to process **your** request for cancellation after the first 14 days **we** will need to check **our** records and those of **your** Insurance Broker, Intermediary or Agent to confirm that no claims, occurring during the **period of insurance**, have been made or notified and/or paid under the Policy. If there is such a claim **we** will still be happy to cancel the policy at **your** request but will require that **you** pay the premium and any fees for the whole **period of insurance** and **we** will not make any refund of premium or of any policy fees.

Our Right to Cancel Your Policy

We shall not be bound to accept any renewal of this policy.

There are circumstances in which **we**, **your** Insurance Broker, Intermediary or Agent may notify **you** that the policy will be cancelled

Non Payment of Premium and/or Insurance Premium Tax

If **we** do not receive the Premium and Insurance Premium Tax in full **we** may cancel this Policy by sending **you** at least 7 days written notice of cancellation to **your** last known address. **We** will send a copy of this communication to **your** Insurance Broker, Intermediary or Agent.

Cancellation for other reasons

We may cancel this policy at any other time by sending 14 days notice of cancellation, giving details of the reason for cancellation, in writing to **your** last known address. **We** will send a copy of this communication to **your** Insurance Broker, Intermediary or Agent.

How Do I Make A Claim Under My Insurance Policy?

If You wish to make a claim please contact:

Direct Group Property Services (Nexus)

- Tel 0344 412 4258
- Fax 0344 412 4293
- Email propertynexus@directgroup.co.uk

UK General are an insurers agent and in the matters of a claim act on behalf of the insurer.

Claims Procedures – APPLICABLE TO ALL SECTIONS OF THIS POLICY

If **you** do 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 consent.
- f) Under no circumstances admit, negotiate or settle 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 handle any salvage appropriately.

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:

Complaints regarding: SALE OF THE POLICY

Please contact **your** agent who arranged the insurance on **your** behalf.

If **your** complaint about the sale of **your policy** cannot be resolved by the end of the next working day, **your** agent will pass it to:

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

Complaints regarding: CLAIMS
Direct Group Ltd
Customer Relations
Quay Point
Lakeside Boulevard
Doncaster
DN4 5PL
Tel: 0344 854 2072
Fax: 0344 412 4138

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference **03402**

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.

Important Note: The Financial Services Ombudsman's Bureau can only consider **your** complaint if **you** have already given **us** the opportunity to resolve it.

