

# POLICY TERMS & CONDITIONS



## RESIDENTIAL LANDLORD BUILDINGS & CONTENTS INSURANCE

## Landlord Insurance

Thank you for choosing Discount Insurance for your let property insurance. We aim to provide you the best value cover and protection you may need for your property.

Discount Insurance is an insurance intermediary, authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register on the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk).

This Insurance is underwritten by AXA Insurance UK plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. Your personal details and information provided are also covered by the General Data Protection Regulation.

### Important

Please check your documents in detail. If this **policy** does not meet your requirements or if any of the information found on the certificate or Statement of Fact is missing or incorrect, please contact us or your insurance adviser within 14 days of receipt to amend or cancel your **policy**.

It is important you tell us of any material change in your circumstances including but not limited to the type of let or any renovation works which may be carried out. Material facts can have an effect on the level of cover or how much you pay. If you are not sure whether something is important, please tell us anyway, since a failure to do so could result in your cover being invalid.

You can contact your insurance advisor or us on 0208 587 1066 or free phone 0800 408 4740.

# Contents

Your Policy .....	3
Definitions .....	6
General Conditions .....	8
General exclusions .....	12
Claims conditions .....	14
Making a claim .....	15
How we settle claims .....	16
Inflation protection .....	18
Buildings standard cover .....	18
Buildings plus accidental damage cover .....	26
Landlord's contents standard cover .....	28
Landlord's contents plus accidental damage cover .....	33
Employer's liability .....	34
Making a complaint .....	35
Customer service information .....	36

# Your Policy

We will, in consideration of the payment of the premium, provide insurance against loss, destruction, damage or liability occurring at any time during the period of insurance (or any subsequent period we accept the renewal premium), in accordance with the sections of the **policy** shown as operative on the insurance certificate, subject to the exclusions, provisions and conditions of the **policy**. It does not cover any loss, destruction, damage or liability which occurred pre-inception of the **policy**.

If more than one **private residence** is insured by the **policy**, any exclusion or limitation applies separately to each **property**. If the **private residence** comprises of multiple private dwellings the **excess** applies to each and every private dwelling separately. The **excess** that does apply will be shown on your certificate; where more than one **excess** is applicable, the higher **excess** will always be applied.

## The law applicable to this policy

Any reference to a statute in this **policy** shall also include any amendments to, or replacement of it and all subordinate legislation made under, or in connection with it. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live. The contract and terms of this **policy** will be in English.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

## Checking for changes to your cover

If you have varied the basic terms of your **policy** with us, this will be stated on your certificate.

In addition we may apply **endorsements** that can include things like a larger **policy excess** on a specific section or an increased cover limit.

## Important advice

Our AXA Residential Let **policy** is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, **flood** and **storm**. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your property.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this **policy** in full along with the **policy** schedule. We have also taken this opportunity to bring some helpful information to your attention and suggest you bring this to the attention of the occupiers.

This section does not form part of your **policy** and contains only examples of what is contained in your booklet.

### Collision

If someone crashes into your wall or your house make sure you or the occupiers record their name, address, vehicle registration and contact details. We will need this

information to help us try to recover your **excess**.

### **Subsidence**

Damage caused by **subsidence** is the result of ground movement affecting your property. The most common signs of this are diagonal cracks away from door and window frames.

New properties will often move for reasons other than **subsidence** and this natural **settlement** is not covered.

**Subsidence** and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your property may be affected.

### **Escape of water**

Your cover for escape of water is designed to cover damage to your property caused by water leaks.

One of the biggest risks of water damage occurs in the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this particularly when the property is untenanted.

Make sure you read the conditions in your **policy** (page 10) so you know you are complying with them. Please note cover ceases after the **private residence** has been **unoccupied** for more than 45 days.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed. It is important to inspect and maintain your property as damage of this nature is not covered by the policy.

Pipes often burst because they have worn out; if this happens we will be able to pay for the damage the water caused but not to repair the pipe itself.

### **Fires**

Smoke alarms save many lives and significant damage every year. Please ensure that you have them fitted and check them regularly.

### **Floods**

If water has or is expected to enter your property you should secure your **private residence** and turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect your property and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

### **Drains**

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by your **policy** but there are more specific insurance policies available to protect you against this risk.

### **Storms**

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this **policy**. It is therefore important

that you keep your property in a good state of repair. Areas that you should focus on include blocked or broken gutters or downpipes, and loose or damaged roof tiles. Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

# Definitions

## Meanings that apply throughout your policy

These meanings apply throughout the **policy**.

If a word or phrase has a defined meaning, it will be highlighted in bold and will have the same meaning wherever it is used in the **policy**.

The terms **we**, **us**, **our**, **you** and **your** also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

The definitions are listed alphabetically:

### Buildings

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The structure of the **private residence** including fixtures and fittings and the following if they form part of the property:

- Oil and gas tanks, cesspits, septic tanks
- Permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- Walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- Car ports, garages including garages on nearby sites
- External lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- Fixed recreational toys and brick built barbecues
- Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used
- Inspection hatches and covers all supplying your property
- **Outbuildings**

### Business

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Ownership of the **buildings** belonging to the **private residence(s)** shown in the certificate.

### Employee

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Any person employed under a contract of service with you to carry out domestic duties associated with the **business**.

### Endorsement

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A change to the terms of the **policy** as shown under endorsements in your certificate.

### Excess

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The amount you pay as the first part of each and every claim you make.

### Flood

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An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

### Heave

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The upward or sideways movement of the site on which your **buildings** are situated other than **settlement** caused by swelling of the ground.

### Landlord's contents

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The full definition can be found in the Landlord's contents section of your **policy** booklet.

### Landslip

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Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **settlement**.

## **Outbuildings**

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- Sheds
- Greenhouses
- Summer houses
- Other buildings but not including caravans, mobile homes or motor homes

which do not form part of the main structure of the **private residence** and are used for domestic purposes.

## **Policy**

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Your **policy** booklet and most recent Certificate, including any **endorsement(s)**.

## **Private residence**

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A self contained private dwelling house, maisonette or flat within a block of flats or complex as shown in your certificate but not including car ports, garages and **outbuildings**.

## **Settlement**

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The natural movement of new properties in the months and years after they are built.

## **Storm**

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A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)\* or
- Torrential rainfall at a rate of at least 25mm per hour or
- Snow to a depth of at least one foot (30 cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

\* Equivalent to storm force 10 on the Beaufort Scale.

## **Subsidence**

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Downward movement of the site on which the **buildings** are situated by a cause other than **settlement** or the weight of the **buildings** themselves.

## **Unoccupied**

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Not lived in for 45 or more consecutive days.

## **Vehicles or craft**

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1. Electronically or mechanically propelled or assisted vehicles including motor cycles, children's motor cycles, quad bikes and children's quad bikes.
2. Aircraft (including gliders and hang gliders), drones, boats, hover**craft** and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories, (including keys and key fobs), tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1-3 above.

Ride-on lawn mowers **only** used for domestic purposes within the boundaries of the land belonging to your **private residence** are not included in this definition.

## **Vermin**

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Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

## **We/us/our**

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AXA Insurance UK plc.

## **You/your**

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The person or people named in your certificate as the policyholder(s).



# General Conditions

These conditions apply throughout your **policy**. You must comply with the following conditions to have the full protection of your **policy**.

If you do not comply with them we may take one or more of the following actions:

- Cancel your **policy**
- Declare your **policy** void (treating your **policy** as if it never existed)
- Change the terms and/or premium of your **policy**
- Refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

## 1. Providing accurate and complete information

When taking out, renewing or making changes to this **policy**, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.

We may ask you to provide further information and/or documentation to ensure that the information you provided when taking out, making changes to or renewing your **policy** was accurate and complete.

## 2. Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your proposal form, statement of fact or certificate changes during the period of insurance.

Examples of changes we must be made aware of are:

- Any structural alterations to your **buildings**.
- If the **private residence** will no longer be let.
- If the **private residence** will be used for any reason other than **private** residential purposes.
- If the **private residence** will be **unoccupied**.
- If you have been declared bankrupt or been subject to bankruptcy proceedings.
- If you have received a police caution for or been charged with any offence other than driving offences.

We will then tell you if there will be any change to your insurance premium and/or any change in the terms of your **policy**.

You must ensure that you provide accurate and complete information when asked questions about the changes in your circumstances.

## 3. Maximum limits

### a. The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your certificate.

If the amount shown on your certificate represents less than 100% of the full rebuilding cost of your **buildings**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **buildings** shown on your certificate only represents 70 of the full rebuilding cost then we will not pay

more than 70% of your claim.

The full rebuilding cost of your **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value. If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs.

**b. The value of your landlord's contents.**

You must notify us as soon as possible if the full replacement value of your **landlord's contents** exceeds the amount shown in your certificate.

If the amount shown on your certificate represents less than 100% of the full replacement value of your **landlord's contents**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **landlord's contents** shown on your certificate only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your **landlord's contents** means the current cost to replace all your **landlord's contents** as new.

If the full replacement value of your **landlord's contents** exceeds the amount shown in your certificate the cover under the **policy** will no longer meet your needs.

#### 4. Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to safeguard all the property insured from loss or damage. You must maintain the **landlord's contents** and **buildings** in good repair.

#### 5. Occupiers non-invalidating

Your cover under this insurance shall not be prejudiced by any act or neglect by a tenant of any **private residence** where the risk of loss or damage is increased without your authority or knowledge providing that when you become aware you let us know immediately. We will then tell you about any change in terms or increase in premium.

#### 6. Dual insurance

If any injury, loss, damage or liability under 'Property owner's liability' or 'Public liability' is covered by any other insurance we will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then we will not pay more than our share.

#### 7. Unoccupancy between tenancy agreements

If any **private residence** is not lived in for seven consecutive days or more whilst untenanted you must ensure that:

- a. The gas, electricity and water is turned off at the mains and the water or heating system is drained or
- b. The **private residence** is maintained at a temperature no less than 10°C and
- c. The premises are visited at least once every seven days.

## 8. Passenger lifts

You must ensure that for each passenger lift in the **buildings** which are owned by you or for which you are responsible you have a maintenance contract with the manufacturer or other competent party all safety related recommendations made by the manufacturer or other competent party are immediately carried out.

## 9. Cancelling the policy

### Statutory cancellation rights

You may cancel this **policy** within 14 days of receipt of the **policy** documents (the cancellation period) whether for new **business** or at the renewal date by contacting your Insurance Agent or writing to us at the following address during the cancellation period:  
AXA Personal Lines Customer Service  
PO Box 7072  
WILLENHALL  
WV1 9ZU

If cover has not started we will refund the full premium. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you provided no claims have occurred. If any claims have been made you will not receive a refund of premium.

### Cancellation outside the statutory period

You may cancel this **policy** at any time by contacting your Insurance Agent or giving us prior written notice to the above address. Cancellations made after 14 days of the inception date will be subject to a cancellation fee of up to £35 plus a pro-rata premium for time on cover.

As long as you have not received payment for or are not in the process of making a claim and have not suffered a loss for which you are intending to make a claim during the period we have been on cover we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

If you are paying by instalments your instalments will end but if you have received payment for or are in the process of making a claim you will either have to continue with the instalments, until the **policy** renewal date, or we may, at our discretion, take the outstanding instalments you still owe from any claim payment we make.

If you pay annually and you have received payment for or are in the process of making a claim you will not receive any refund of premium.

### Cancellation by us

We reserve the right to cancel your **policy** when there is a valid reason to do so.

Valid reasons include,:

- You provide us with inaccurate or incomplete information. Please see General condition '1 Providing accurate and complete information' for further information.
- You make a change to your information which renders the risk no longer acceptable for us to insure. Please see General condition '2 Changes in your circumstances' for further information.
- You act in a fraudulent manner. Please see the 'Claims conditions' section set out on pages 14 and 15 for further information.
- You fail to pay the premium or default if you are paying by instalments. Please see General condition 'Non-payment of premiums' for further information.
- You use threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your **policy** we shall provide you with 14 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your **policy** and any premium refund will be calculated in accordance with General condition '6 Cancelling your cover'.

If we cancel your **policy** because you have acted in a fraudulent manner we may not return any premium paid by you for the **policy** and we may not provide any prior written notice.

### **Non payment of premiums**

We reserve the right to cancel this **policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if you are paying by instalments.

If we are unable to collect a payment by instalments we will use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the **policy**.

## **10. Sanctions**

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# General exclusions

These exclusions apply throughout your **policy**.

## What we do not cover:

### 1. Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

### 2. Sonic bangs

Loss or damage by pressure waves caused by an aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 3. Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

### 4. Confiscation

Any loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

## Exclusions 1-4 above do not apply to

- Property owner's liability,
- Public liability and
- Employer's liability.

### 5. Radioactive contamination

Any loss or damage to any property or damage or additional expense following on from the event for which you are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

- a. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

### 6. War risks

Any loss, damage or liability occasioned by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 7. Terrorism

Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

### 8. Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or

contamination unless caused by:

- a. A sudden and unforeseen and identifiable incident
- b. Leakage of oil from a domestic oil installation at your **buildings**.

**9. Gradual deterioration/maintenance**

Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your **buildings** and **landlord's contents**.

**10. Deliberate loss or damage**

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you.

# Claims conditions

## The first thing you must do

We recommend that you check your cover. This **policy** booklet contains details of what is covered and how we settle claims. Your certificate will show what sections are in force.

You must comply with these conditions to have the full protection of your **policy**.

If you do not comply with them we may take one or more of the following actions:

- Cancel your **policy**
- Change the terms of your **policy**
- Refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

## You should:

- Inform the Police and obtain a crime or lost property reference number within 24 hours of discovery if property is lost or stolen or malicious damage is suspected.
- Contact us as soon as possible on 020 8587 1071.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

## What you must do after making your claim

- If we ask you must send us written details of your claim within 30 days.
- Provide us with full details in writing as soon as possible if someone is holding you responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible.
- To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property.
- To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.
- We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

## What you must not do

- Admit or deny any claim made by someone else against you or make any agreement with them.
- Abandon any property for us to deal with.
- Dispose of any damaged items as we may need to see them.

## What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party. We are entitled to take possession of the property insured and deal with any salvage. We may also pursue any claim to recover any amount due from a third party in your name.

## Fraud

Throughout your dealings with us we expect you to act honestly. If you or anyone acting for you:

- Knowingly makes a fraudulent or exaggerated claim under the **policy**; or
- Knowingly makes a false statement in support of a claim; or
- Submits a knowingly false or forged document in support of a claim; or
- Makes a claim for any loss or damage caused by your wilful act or caused with your agreement, knowledge or collusion

Then

- We may make your **policy** void from the date of the fraudulent act
- We will not pay any fraudulent claims
- We will be entitled to recover from you the amount of any fraudulent claim already paid under the **policy** since the start date
- We may not return any premium paid by you for the **policy**
- We may inform the Police of the circumstances.

## Making a claim

In the unfortunate event of you suffering loss, injury, damage or a liability claim being made against you, please contact our claims line on 020 8587 1071 or write to us as soon as possible.

When you contact us about a claim you will need to tell us:

- Your name, address and policy number;
- The place where the loss or damage occurred;
- Details of the cause and circumstances of the loss or damage.

You are required to take all reasonable precautions to prevent and reduce any loss or damage that may occur. Emergency or temporary repairs following a loss or damage are permitted. Please keep all receipts for these works as they may form a basis of your claim but refrain from making full repairs until we consider your claim. All theft and malicious damage to your property must be reported to police within 24 hours of discovery.

If you receive a written summons or other legal process regarding a claim under the **policy**, you must send this to us as soon as possible.

You must give us all the help and information necessary to settle or resist a claim against you or to help us take action against someone else.

You can write to

Claims Department,

Discount Insurance,

26-28 Hammersmith Grove, Hammersmith, London W6 7BA; or

Telephone: 0800 294 4522

## Our promise

- You will speak to a knowledgeable and trained member of staff who can discuss the claim and explain the next steps
- We will call you back when promised
- We will provide you with regular updates on your claim.



## How we settle claims

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash or cash alternative settlement, then payment will not exceed the amount we would have paid the preferred supplier.

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

With your agreement we may appoint an approved supplier to act on our behalf to validate your claim. They are authorised to arrange a quotation, a repair or a replacement.

Any permanent repairs made by our approved suppliers are guaranteed.

### Buildings

We will settle claims for loss or damage to the **buildings** without deduction as long as:

- The **buildings** are maintained in good repair
- The **buildings** limit shown in your **policy** certificate is sufficient to cover the full value of the **buildings**.

For **buildings** full value means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If it is not possible to repair or rebuild the damage to the **buildings**, or it is uneconomical to do so, we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. If it is possible to repair the **building** but you ask us to settle the claim using cash or cash alternative, and we agree to do so, we will pay for the decrease in market value of your **buildings** due to the damage but not more than it would have cost us to repair the damage to your **buildings**.

### Landlord's contents

We will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new as long as:

- The **landlord's contents** have been maintained in good repair
- The **landlord's contents** sum insured shown in your **policy** certificate is sufficient to cover the full value of the property.

For **landlord's contents** the full value means the current cost to replace all your **landlord's contents** as new.

### Matching sets and suites

We treat an individual item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. We will pay you for individual damaged items but not undamaged companion pieces.

If the individual damaged items cannot be repaired or a replacement found we will also

pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings.

If a floor covering is damaged beyond repair we will only pay to have the damaged floor covering replaced. We will not cover any undamaged floor covering in adjoining rooms.

## **Storm damage claims**

The definition of what we mean by **storm** can be found in the 'Definitions' section on pages 6 and 7.

When we assess your claim, we will not rely solely on the definition of **storm** as this is just one factor we consider when you have this kind of damage to your property.

Other factors we consider are as follows:

- Does the evidence show that **storm** conditions occurred on or around the date the damage is said to have happened.
- Is the damage claimed for consistent with the damage caused by **storm** damage.
- Were **storm** conditions the main cause of the damage or were other factors involved. For example, we look if the damage would have occurred without the **storm**. This insurance **policy** is not designed to cover you for any gradual deterioration, wear and tear or loss or damage resulting from inadequate maintenance. Please see the general exclusions and conditions section of this **policy** for more information.

We will always talk to you about what damage you have as well as look at the weather conditions in the area.

Where we obtain local weather reports, we will take into account the distance of any weather stations from your property before making a decision.

In order to help assess your claim, we will also send a claims expert to your property if necessary.

## Inflation protection

To help protect you against the effect of inflation we will review and amend where necessary the sum insured under **landlord's contents** at the end of each month by the percentage change in the Consumer Durables Section of the Retail Price Index compiled by the Office for National Statistics.

If this index becomes unavailable we will use a suitable alternative index.

We will not reduce the sums insured or monetary limits if an index falls.

No extra charge will be made for any increase until the renewal of your **policy**.

The renewal premium will be based on the revised sum insured.

Although you have the benefit of Inflation protection you should not rely on this alone to ensure the **landlord's contents** sum insured are adequate.

## Buildings standard cover

Your certificate will show if this section has been chosen.

### What is the most we will pay?

We will pay up to the **buildings** sum insured for each **private residence** as shown in your schedule for any one claim under **Buildings** causes 1-12.

We will also pay the additional amounts under **Buildings** covers 13-20 up to the limits shown.

Your **policy** covers the **buildings** by the following causes and covers:

### Cause 1 – Fire, explosion, smoke, lightning or earthquake

What is covered	What is not covered
Loss or damage caused by fire, smoke, explosion, lightning or earthquake.	The amount of the <b>excess</b> shown in your certificate
	Smoke damage caused gradually from repeated exposure.

### Cause 2 – Storm or flood

What is covered	What is not covered
Loss or damage caused by <b>storm</b> or <b>flood</b> .	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage: a. To gates, hedges and fences b. To drives, patios, decking, terraces and paths unless your <b>private residence</b> has been damaged at the same time and by the same cause c. By <b>storm</b> to radio or television aerials or satellite dishes.

### Cause 3 – Riot and civil commotion

What is covered	What is not covered
Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.	The amount of the <b>excess</b> shown in your certificate

### Cause 4 – Malicious people

What is covered	What is not covered
Loss or damage caused by malicious people.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b> .
	Malicious damage caused by you.
	Loss or damage caused by your tenants or any other person lawfully in the <b>private residence</b> .

*If the optional Buildings plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the private residence.*

### Cause 5 – Subsidence, ground heave or landslip

What is covered	What is not covered
Loss or damage caused by: <b>1. Subsidence</b> or ground <b>heave</b> of the site on which the <b>buildings</b> stand <b>2. Landslip.</b>	The amount of the <b>subsidence excess</b> shown in your certificate.
	Loss or damage: a. To boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts, permanent swimming pools unless the <b>private residence</b> or its garages or <b>outbuildings</b> have been damaged at the same time by the same cause b. Due to normal <b>settlement</b> , shrinkage or expansion c. To or as a result of movement of solid floor slabs and non load bearing walls unless the foundations beneath the external walls of the <b>private residence</b> are damaged at the same time by the same cause d. Arising from construction, structural alteration, repair or demolition e. Caused by coastal or river bank erosion f. Arising from the use of defective materials, defective design or faulty workmanship.

## Cause 6 – Escape of water or frost damage

What is covered	What is not covered
Loss or damage caused by water leaking from or freezing in: <ol style="list-style-type: none"> <li>1. a fixed water installation</li> <li>2. a fixed drainage installation</li> <li>3. a heating installation</li> <li>4. a washing machine, dishwasher, water bed, fridge or freezer</li> </ol>	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while the <b>private residence</b> is <b>unoccupied</b>
	Loss or damage caused by failure or lack of sealant and/or grout.
	Damage caused by sinks and baths overflowing as a result of the taps being left on. This exclusion does not apply if you have chosen <b>Buildings</b> plus accidental damage cover

*Damage to the items themselves is only covered if the damage has happened as a result of an insured cause or cover.*

## Cause 7 – Escape of oil

What is covered	What is not covered
Loss or damage caused by oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to defective oil-fired heating installation and damage to soil caused by the leaking oil.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b> .

*Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.*

## Cause 8 – Theft

What is covered	What is not covered
Loss or damage caused by theft or attempted theft.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b> .
	Loss or damage caused by your tenants or any other person lawfully in the <b>private residence</b> .

*If the optional Buildings plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the private residence.*

## Cause 9 – Collision

What is covered	What is not covered
Loss or damage caused by collision by <b>aircraft</b> , aerial devices, road or rail <b>vehicles</b> (or anything dropped from them) or animals.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage caused by domestic pets.

## Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

What is covered	What is not covered
Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage to the aerial or satellite dish.

## Cause 11 – Falling trees

What is covered	What is not covered
Loss or damage caused by falling trees or branches.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage caused during tree felling, lopping or topping..
	The cost of removing fallen trees or branches that have not caused damage to the <b>buildings</b> .

## Cause 12 – Pipes and cables

What is covered	What is not covered
Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the <b>buildings</b> and for which you are responsible.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.

*If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.*

## Cover 13 – Debris removal and building fees

What is covered	What is not covered
<p>We will pay up to £100,000 for:</p> <ol style="list-style-type: none"> <li>1. Architects, surveyors, consulting engineers and legal fees</li> <li>2. The cost of clearing debris from the site or demolishing or shoring up the <b>buildings</b></li> <li>3. The cost to comply with government or local authority requirements. Incurred following a valid claim for damage under buildings causes 1-12.</li> </ol>	<p>The amount of the <b>excess</b> shown in your certificate.</p>

## Cover 14 – Loss of rent/ alternative accommodation

What is covered	What is not covered
<p>We will pay up to £200,000 for any one claim for:</p> <ol style="list-style-type: none"> <li>1. The amount of rent (including ground rent and management charges) you lose or</li> <li>2. The reasonable cost of alternative accommodation for your tenants</li> </ol> <p>When a <b>private residence</b> cannot be lived in due to loss or damage under <b>Buildings</b> causes 1-12.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>

## Cover 15 – Keys and locks

What is covered	What is not covered
<p>We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:</p> <ol style="list-style-type: none"> <li>1. External doors of the <b>private residence</b></li> <li>2. An alarm protecting the <b>private residence</b></li> </ol> <p>after the keys are lost or stolen.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>
	<p>The cost of replacing keys and locks to a garage or outbuilding</p>
	<p>Replacement of keys and locks or locking mechanisms due to a tenant not returning the keys of the <b>private residence</b>.</p>

## Cover 16 – Trace and access

What is covered	What is not covered
<p>We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the <b>private residence</b> caused by:</p> <ol style="list-style-type: none"> <li>1. Escape of water from a fixed water drainage or heating installation</li> <li>2. Escape of oil from a fixed oil fired heating installation</li> <li>3. accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the <b>private residence</b> for which you are responsible.</li> </ol> <p>This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>
	<p>Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.</p>
	<p>The costs of repair of the source of the damage unless the cause is covered elsewhere in this <b>policy</b>.</p>

## Cover 17 – Carpets, curtains and white goods

What is covered	What is not covered
<p>We will pay up to £5,000 for any one claim for loss or damage covered by <b>Buildings</b> causes 1-12 to carpets, curtains and unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers for which you are legally responsible within the <b>buildings</b>.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>
	<p>Loss or damage excluded under <b>Buildings</b> causes 1-12.</p>

## Cover 18 – Lawns and gardens

What is covered	What is not covered
<p>We will pay up to £1,000 for any one claim for loss or damage to lawns and gardens through the actions of the emergency services while attending the <b>buildings</b> to deal with an emergency included under <b>Buildings</b> causes 1-12.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>



## Cover 19 – Property owner’s liability

What is covered	What is not covered
<p>Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the <b>buildings</b> in respect of accidental::</p> <ol style="list-style-type: none"> <li>1. Death, bodily injury or illness of any person and</li> <li>2. Damage to material property not belonging to or in the custody or control of you or your <b>employee</b> (except for <b>employees’</b> personal effects)</li> </ol> <p>arising from:</p> <ol style="list-style-type: none"> <li>a. Your ownership of the <b>buildings</b></li> <li>b. Defective work carried out by you or on your behalf to any premises within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by you and occupied as a <b>private residence</b>.</li> </ol> <p>In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you. We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.</p>	<p>Liability in respect of your death, bodily injury or illness.</p> <p>Liability in respect of death, bodily injury or illness of any person employed by you in connection with the <b>business</b> or in connection with any other trade or profession and arising out of or in the course of their employment.</p> <p>Liability arising from:</p> <ol style="list-style-type: none"> <li>a. Any deliberate act by you or any <b>employee</b> of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an <b>employee</b></li> <li>b. The pursuit by you of any trade or profession other than the <b>business</b></li> <li>c. An agreement which imposes a liability on you which you would not be under in the absence of such agreement</li> <li>d. The demolition of or any structural alteration or addition to any part of the <b>buildings</b> other than normal maintenance of the <b>buildings</b></li> <li>e. The occupation of the <b>buildings</b></li> <li>f. The ownership, possession or use of <b>vehicles</b> or <b>craft</b></li> <li>g. The cost of rectifying any fault or alleged fault.</li> </ol> <p>Any liability which is covered under a more specific policy.</p>

### Important

Under this section, we only provide cover for liability arising from your ownership of the **buildings**. We will not cover your liability for incidents occurring at the property. Most commonly, the occupier (tenant) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note that if you own or are responsible for any contents in the property, you will also need to arrange cover for public liability which most insurers automatically include under landlord’s contents insurance.

## Cover 20 – Contracting purchaser

What is covered	What is not covered
If you have entered into a contract to sell the <b>private residence</b> , the person buying it will have the full protection of your <b>buildings</b> up to the date of completion of the purchase, as long as the <b>private residence</b> is not covered by any other insurance.	The amount of the <b>excess</b> shown in the certificate.

# Buildings plus accidental damage cover

## Cover 21 – Accidental damage

What is covered	What is not covered
Accidental damage to the <b>buildings</b> .	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage: <ol style="list-style-type: none"> <li>a. Specifically excluded under <b>Buildings</b> causes 1-12 and covers 13-20</li> <li>b. By frost</li> <li>c. By infestation, chewing, scratching, tearing or fouling by insects or <b>vermin</b></li> <li>d. By <b>settlement</b> or shrinkage of the <b>buildings</b></li> <li>e. By chewing, scratching, tearing or fouling by domestic pets</li> <li>f. By mechanical or electrical breakdown or failure</li> <li>g. Specifically covered elsewhere in this <b>policy</b></li> <li>h. Arising from the alteration or extension of the <b>buildings</b></li> <li>i. Arising from faulty workmanship, defective design or use of defective materials</li> <li>j. While a <b>private residence</b> is <b>unoccupied</b>.</li> </ol>

## Cover 22 – Malicious damage by tenants

What is covered	What is not covered
We will pay up to £5,000 for any one claim for malicious damage caused by tenants or any other person lawfully in the <b>private residence</b> .	The amount of the <b>excess</b> shown in the certificate.
	Loss or damage while the <b>private residence</b> is <b>unoccupied</b> .

## Cover 23 – Theft by tenants

What is covered	What is not covered
We will pay up to £5,000 for any one claim for loss or damage by theft or attempted theft caused by tenants or any other person lawfully in the <b>private residence</b> .	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while the <b>private residence</b> is <b>unoccupied</b> .

## Cover 24 – Domestic heating oil

What is covered	What is not covered
We will pay up to £500 for any one claim for accidental loss of domestic heating oil.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while the <b>private residence</b> is <b>unoccupied</b> .

## Cover 25 – Metered water

What is covered	What is not covered
We will pay up to £1,000 for any one claim for accidental loss of metered water.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while the <b>private residence</b> is <b>unoccupied</b> .

# Landlord's contents standard cover

Your certificate will show if this section has been chosen.  
The Inflation protection section applies.

## What are landlord's contents

Furniture, carpets, furnishings and household goods that either belong to you or for which you are legally responsible and are contained in the **private residence**.

*If Buildings standard cover is selected cover includes £5,000 for carpets, curtains and unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers. The limit of £5,000 is in addition to the landlord's contents sum insured shown in your certificate.*

## What items are not covered

1. **Vehicles or craft.**
2. Landlord's fixtures and fittings included in the **buildings** section.
3. Tenant's property.
4. Property more specifically insured by any other insurance.
5. Any living creature.
6. Documents.
7. Clothes and personal items likely to be worn, used or carried and also sports equipment and bicycles.
8. Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, watches, furs, cameras (including video cameras and camcorders), binoculars, pictures and other works of art and collections of stamps, coins and medals.
9. Coins and bank notes in current use, cheques, postal orders and money orders, premium bonds, savings stamps and certificates, postage stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps, phone cards, event and entertainment tickets, lottery and raffle tickets and electronic money cards.
10. Computers and computer equipment.
11. Property used for any trade, profession or employment purposes other than for the **business**.

## What is the most we will pay?

We will pay up to the **landlord's contents** sum insured for each **private residence** as shown in your schedule for any one claim under causes 1-11.

We will also pay the additional amounts under **landlord's contents** covers 12 and 13 up to the limits shown.

Your **policy** covers loss or damage to **landlord's contents** contained in a **private residence** by the following causes and covers:

## Cause 1 – Fire, explosion, smoke, lightning or earthquake

What is covered	What is not covered
Loss or damage caused by fire, smoke, explosion, lightning or earthquake.	The amount of the <b>excess</b> shown in your certificate.
	Smoke damage arising gradually or out of repeated exposure.

## Cause 2 – Storm or flood

What is covered	What is not covered
Loss or damage caused by <b>storm</b> or <b>flood</b> .	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage: <ul style="list-style-type: none"> <li>a. By frost</li> <li>a. To property in the open.</li> </ul>

## Cause 3 – Riot and civil commotion

What is covered	What is not covered
Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.	The amount of the <b>excess</b> shown in your certificate.

## Cause 4 – Malicious people

What is covered	What is not covered
Loss or damage caused by malicious people.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b>
	Malicious damage caused by you.
	Loss or damage caused by your tenants or any other person lawfully in the <b>private residence</b> .

*If the optional Landlord's contents plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the private residence.*

## Cause 5 – Subsidence, ground heave or landslip

What is covered	What is not covered
Loss or damage caused by: <ul style="list-style-type: none"> <li>a. <b>Subsidence</b> or ground <b>heave</b> of the site on which the <b>buildings</b> stand.</li> <li>b. <b>Landslip</b>.</li> </ul>	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage caused by coastal or river bank erosion.

## Cause 6 – Escape of water

What is covered	What is not covered
Loss or damage caused by water leaking from: <ol style="list-style-type: none"> <li>1. a fixed water installation</li> <li>2. a drainage installation</li> <li>3. a heating installation</li> <li>4. a washing machine, dishwasher, water bed, fridge or freezer.</li> </ol>	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b>
	Loss or damage caused by failure or lack of sealant and/or grout.
	Damage caused by sinks and baths overflowing as a result of the taps being left on. This exclusion does not apply if you have chosen <b>landlord's contents</b> plus accidental damage cover.

*Damage to these items themselves is only covered if the damage has happened as a result of an insured cause or cover.*

## Cause 7 – Escape of oil

What is covered	What is not covered
Loss or damage caused by oil leaking from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b>

*Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.*

## Cause 8 – Theft

What is covered	What is not covered
Loss or damage caused by theft or attempted theft.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while a <b>private residence</b> is <b>unoccupied</b>
	Loss or damage caused by your tenants or any other person lawfully in the <b>private residence</b> .

*If the optional Landlord's contents plus accidental damage cover has been chosen we will pay up to £5,000 for loss or damage caused by tenants or persons lawfully in the private residence.*

## Cause 9 – Collision

What is covered	What is not covered
Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage caused by domestic pets.

## Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

What is covered	What is not covered
Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts, telegraph poles, electricity pylons or overhead cables.	The amount of the <b>excess</b> shown in your certificate.
	Mechanical or electrical breakdown or failure.
	Damage caused by or in the process of cleaning, maintenance, repair or dismantling.
	Damage to equipment not in or attached to the <b>buildings</b>
	Loss or damage to the items themselves.

## Cause 11 – Falling trees

What is covered	What is not covered
Loss or damage caused by falling trees or branches.	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage caused by tree felling, lopping or topping
	The cost of removing fallen trees or branches unless the <b>buildings</b> or <b>landlord's contents</b> have also been damaged.

## Cover 12 – Contents in garages and outbuildings

What is covered	What is not covered
We will pay up to £500 for any one claim arising from <b>Landlord's contents</b> causes 1-11 for loss or damage to <b>landlord's contents</b> while contained in a garage or outbuilding belonging to the <b>private residence</b> .	The amount of the <b>excess</b> shown in your certificate.
	Any loss or damage specifically excluded under <b>Landlord's contents</b> causes 1-11.
	Any items mentioned under <b>Landlord's contents</b> 'What items are not covered'



## Cover 13 – Public liability

What is covered	What is not covered
<p>Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the <b>landlord's contents</b> in respect of accidental:</p> <ol style="list-style-type: none"> <li>1. Death, bodily injury or illness of any person</li> <li>2. Damage to material property not belonging to or in the custody or control of you or your <b>employee</b> (except for <b>employees'</b> personal effects).</li> </ol> <p>In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you. We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.</p>	<p>Liability in respect of your death, bodily injury or illness.</p> <p>Liability in respect of death, bodily injury or illness of any person employed by you in connection with the <b>business</b> or in connection with any other trade or profession and arising out of or in the course of their employment.</p> <p>Liability arising from:</p> <ol style="list-style-type: none"> <li>a. Any deliberate act by you or any <b>employee</b> of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an <b>employee</b></li> <li>b. The pursuit by you of any trade or profession other than the <b>business</b></li> <li>c. An agreement which imposes a liability on you which you would not be under in the absence of such agreement</li> <li>d. The transmission of any contagious disease or virus</li> <li>e. The ownership of the <b>buildings</b></li> <li>f. The ownership, possession or use of <b>vehicles</b> or <b>craft</b>.</li> </ol>
	<p>Any liability which is covered under a more specific policy.</p>

### Important

Under this section, we will provide cover for your liability as the owner of the **landlord's contents** arising from the pursuits of you in connection with the **business**. Most commonly, the occupier (tenant) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note, if you are the owner of the **buildings**, you will also need to arrange property owner's liability cover, which most insurers automatically include under buildings insurance.

## Landlord's contents plus accidental damage cover

Your certificate will show if this extension has been chosen.

### Cover 14 – Accidental damage

What is covered	What is not covered
<p>Accidental damage to <b>landlord's contents</b> while in the <b>private residence</b>. We will also pay up to £500 for any one claim for accidental damage to <b>landlord's contents</b> in a garage or outbuilding belonging to the <b>private residence</b>.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>
	<p>Any loss or damage specifically excluded under the <b>Landlord's contents</b> causes 1–11 and covers 12 and 13.</p>
	<p>Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>a. By mechanical or electrical breakdown or failure</li> <li>b. Arising from the cost of remaking any film, disc or tape or the value of any information contained on it</li> <li>c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing</li> <li>d. By chewing, scratching, tearing or fouling by domestic animals</li> <li>e. Caused by infestation, chewing, scratching, tearing or fouling by insects or <b>vermin</b></li> <li>f. Arising from depreciation in value and unless we specifically provide cover under this insurance any other loss, damage or additional expense. Examples of such loss, damage or additional expense are loss of earnings or the cost of preparing a claim i.e the cost of telephone calls</li> <li>g. While a <b>private residence</b> is <b>unoccupied</b>.</li> </ul>

### Cover 15 – Malicious damage by tenants

What is covered	What is not covered
<p>We will pay up to £5,000 for any one claim for malicious damage caused by tenants or any other person lawfully in the <b>private residence</b>.</p>	<p>The amount of the <b>excess</b> shown in your certificate.</p>
	<p>Loss or damage while the <b>private residence</b> is <b>unoccupied</b>.</p>

## Cover 16 – Theft by tenant

What is covered	What is not covered
We will pay up to £5,000 for any one claim for loss or damage by theft or attempted theft caused by tenants or any other person lawfully in the <b>private residence</b> .	The amount of the <b>excess</b> shown in your certificate.
	Loss or damage while the <b>private residence</b> is <b>unoccupied</b> .

## Employer’s liability

This section is automatically included if you have chosen either **Buildings** plus accidental damage cover or **Landlord’s contents** plus accidental damage cover.

Your certificate will show if you have chosen either of these additional covers.

### Recovery of payments

This cover is in accordance with the provisions of any law relating to the compulsory insurance of liability to **employees** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

What is covered	What is not covered
Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimant’s costs and expenses) for death, bodily injury or illness of any <b>employee</b> sustained during the period of insurance and arising out of and in the course of employment by you in connection with the <b>business</b> within the United Kingdom, Channel Islands or the Isle of Man.	Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.
We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.	Legal costs or expenses insured by any other policy.
In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.	

# Making a complaint

Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. We will always confirm to you, within five working days, that we have received your complaint, and do our best to sort out the problem within four weeks. If we cannot, we will let you know when you can expect the answer.

If you have a complaint which relates to a claim on your policy, please contact the department dealing with your claim:

Discount Insurance  
26-28 Hammersmith Grove,  
Hammersmith, London W6 7BA  
Phone: 0800 294 4522  
Email: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

If we have not sorted out your problem within eight weeks and you remain dissatisfied you may then approach the Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9123 or 0800 023 4567  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Customer service information

## Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy). If you do not have access to the internet please contact us and we will send you a printed copy.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or by contacting them on 0800 678 1100.

## Online Dispute Resolution (ODR)

The European Commission has also provided an Online Dispute Resolution service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

## Authorisation

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).



**Discount Insurance** is a leading provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of leading UK Insurers.

**With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.**



**ASK ABOUT OUR DISCOUNTED INSURANCE PRODUCTS & SERVICES, WHICH INCLUDE:**

LANDLORD BUILDINGS AND CONTENTS INSURANCE

OWNER OCCUPIED

LANDLORD RENT & LEGAL PROTECTION

COMMERCIAL PROPERTIES INSURANCE

COMMERCIAL BUSINESS OWNER INSURANCE

TENANT CONTENTS INSURANCE

UK & EU HOLIDAY HOMES

CARAVAN INSURANCE

TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANT REFERENCING

**DISCOUNT INSURANCE**

The Business Exchange,  
26/28 Hammersmith Grove  
London, W6 7BA  
Tel: 020 8847 8000  
Fax: 020 8847 8001

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