

POLICY TERMS & CONDITIONS



DISCOUNT ■
insurance

RESIDENTIAL LANDLORD BUILDINGS & CONTENTS INSURANCE

Discount Insurance

Introduction

Thank **you** for choosing **Discount Insurance**. This is **your** Let **Property** Insurance **Policy** Wording, setting out **your** insurance protection in detail.

This insurance offers a comprehensive cover, as well as extended options - please refer to **your** insurance **certificate** and statement of fact for **your** cover level.

If **you** have any questions, please contact **us** on 0800 294 4522

This property insurance has been arranged by Discount Insurance and is underwritten by AXIS Managing Agency Ltd under the binding Authority Agreement Reference Number: B1202RENT19AX1.

Discount Insurance is a trading style of Home & Travel Limited who are authorised and regulated by the Financial Services Authority and are registered in England and Wales registration number 7270270. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

This can be checked on the Financial Conduct Authority's register by visiting their website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

We adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at www.fscs.org.uk. **Your** personal details and information provided are also covered by the Data Protection Legislation.

Important Information

This document, the **certificate** and any **endorsement(s)** attached form **your** insurance. This document sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

This insurance relates **ONLY** to those sections which are shown in the **certificate** as being included and each **property** included under this insurance is considered to be covered as if separately insured.

It is important that:

- **you** check that the information contained in the **certificate** is accurate and that the **certificate** reflects the coverage sections **you** have requested (see the "Information you have given us" section);
- **you** notify **us** of any inaccuracies in the information contained in the **certificate**, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section);
- **you** take all reasonable steps to prevent loss, damage or an accident and keep the **property** in a good state of repair; and
- **you** comply with the "Claims Procedure" in the event of a claim, **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged you; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section.

We or **Discount Insurance** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

Notifying us of any changes or inaccuracies

You must notify **Discount Insurance**:

- without delay if **you** become aware that information **you** have given **us** is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;
- at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the **property**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or planned structural works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the "**Cancelling this insurance**" section within this document.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Let Property Insurance Policy

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Your Policy

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

The Law applicable to this policy

You and **we** are free to choose the law applicable to this contract of insurance. 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.

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.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Important Helplines

Customer Services	0208 847 8000
Claims	0208 847 8007
Claims out of Hours	0121 411 0535

Please have **your policy** number or personal details ready.

Please note that due to the Data Protection Act, **we** cannot issue details of this **policy** to third parties, unless **we** have received specific written confirmation from **you**, confirming that **we** can liaise with the said party regarding the insurance.

In order to maintain quality service, telephone calls may be monitored or recorded.

Definitions

Wherever the following words and phrases appear in bold in the policy, they will always have these meanings. The words are highlighted by the use of bold print.

Accidental

A sudden, unexpected, unusual, specific, violent, external event which is not due to negligence, misuse, mechanical or electrical fault or reckless activity, and occurs at a single identifiable time and place and independent of all other causes.

Certificate

The document which gives the details of the insurance cover **you** have and also shows that **you** are insured against the **property** listed.

Contents

Furniture, carpets, curtains, blinds and domestic appliances belonging to **you** or for which **you** are legally responsible for.

Contents does not include:

- **Contents of communal parts,**
- **Your** fixtures and fittings,
- Property belonging to **residents,**
- **money,** credit or debit cards, cheques, travellers cheques, postal or money orders, postage stamps, premium bonds, gift vouchers or tokens, travel tickets, phone cards and luncheon vouchers,
- Deeds, registered bonds or shares, bills of exchange promissory notes, documents and manuscripts,
- stamp, coin, medals, banknotes or other collections,
- **contents** outside the **property,**
- laminate flooring;
- motor vehicles, electrically-, mechanically- or power-assisted vehicles, caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
- any property used or held for business, profession or trade purposes.
- Valuables

Valuables is defined as Jewellery, watches, gold, silver, precious metals, gemstones, furs, pictures and other works of art, stamp, coin and medal collections, radios, home computers and audio and video equipment.

Contents of Communal Parts

Furniture and all other property belonging to **you** or for which **you** are legally responsible; in or on the stairs, halls and other communal parts of the **property,** as detailed in section 2A.

Endorsement(s)

Any variation or addition to the terms.

Employee(s)

Any person under a contract of service or apprenticeship with **you** for domestic services while working for **you** in connection with the management of the **property.**

Excess

The amount for which **you** are responsible and which will be deducted from any payment under this **policy** after the application of all other terms and conditions of the **policy.**

Flat(s)

A self contained unit of residential accommodation forming part of a building.

Heave

Upward movement of the ground beneath the buildings as a result of the soil expanding.

Injury

Bodily injury, death, disease, illness or nervous shock.

Landslip

Downward movement of sloping ground.

Money

Cash, bank or currency notes, cheques, personal bank cash guarantee, credit cards, postal orders postage stamps, (which are not part of a collection), trading stamps, premium bonds, national savings stamps or certificates, luncheon vouchers, record books or similar tokens.

Our/Us/We

Discount Insurance as administrators of this insurance and AXIS Managing Agency Ltd as underwriters, as the context may require. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

Period of Insurance

The length of time for which this insurance is in force, as shown in the **certificate**, or until cancelled.

Policy

The insurance **policy** and **certificate** and any **endorsements** attached or issued.

Premises

The buildings shown in the **certificate** and the land within the boundary belonging to them.

Private Dwelling

An independent part of the **property** that is used as a home or residence and is maintained as a single household.

Property

The building(s) shown in the **certificate** including domestic outbuildings, greenhouses, landlords fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; all on the same **premises** and in addition, any private garages owned and used in connection with the **property**.

Unless shown differently in the **certificate**, the **property** is covered as **standard construction**.

Discount Insurance

Discount Insurance is a trading style of Home and Travel Limited, who is an independent insurance intermediary arranging this insurance. Home and Travel Limited is authorised and regulated by the Financial Conduct Authority. Address: The Business Exchange, 26/28 Hammersmith Grove, London W6 7BA, Tel: 020 8847 8000.

Resident

The owner(s), lessee(s), **resident**(s) or permitted occupier.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **property** within ten years of construction.

Standard Construction

Built of brick, stone or concrete and roofed with slate, tile, or concrete.

Subsidence

Downward movement of the ground beneath the buildings that is not a result of **settlement**.

Sum Insured

The amount of cover which represents:

- In respect of section 1 – the full cost of rebuilding the **property** in the same form/style and condition, as new, plus an amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements. It should be noted that the rebuilding cost may be different from the market value;
- In respect of section 2 – the full cost of replacement as new of the **contents**, including **contents of communal parts**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Act of Terrorism

An act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and:

- Involves a threat of or violent or an unlawful use of force of an unlawful act dangerous to human life, property or infrastructure;
- Is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking;
- Is committed for political, religious, ideological or other similar purposes.

Unoccupied

Where the **property** has been without a tenant for more than 30 consecutive days.

You/Your

The person(s) specified in the **certificate** and statement of fact, as the insured.

Section 1 – Buildings

The following cover applies only if the **Certificate** shows that it is included.

1 What is insured?

The **property** is insured against loss or damage by the following insured events listed in sub-section 2; if more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**.

If the **property** comprises of multiple **private dwellings** the **excess** applies to each and every **private dwelling**.

2 Insured Events

What is Covered	What is Not Covered
1. Fire, smoke, explosion, lightning or earthquake.	
2. Theft or attempted theft, following violent and forcible entry, or the forcible removal of external fixtures and fittings.	<ul style="list-style-type: none"> • For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For any amount in excess of £1,000 in respect of any loss or damage to external fixtures and fittings; • For loss or damage whilst the property is unoccupied
3. Riot, civil commotion, labour and political disturbances and strikes.	<ul style="list-style-type: none"> • For loss or damage whilst the property is unoccupied.
4. Malicious damage and vandalism following violent and forcible entry, or malicious damage to external parts of the property .	<ul style="list-style-type: none"> • For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident residing in the building or other people lawfully on the premises or with the deception of any of these persons; • For any loss or damage caused as a result of the property being used for illegal activities; • For any amount in excess of £1,000 in respect of any loss or damage to external parts of the property; • For loss or damage whilst the property is unoccupied.
5. Impact by: <ul style="list-style-type: none"> • Aircraft or other aerial devices or anything dropped from them; • Vehicles; • Trains; • Animals • Falling trees, telegraph poles or lamp-posts • Falling aerials or masts; • Falling television satellite dishes 	<ul style="list-style-type: none"> • Loss or damage by domestic pets; • For loss or damage caused by trees being cut down or cut back within the premises

6. Storm or flood.	<ul style="list-style-type: none"> • Loss or damage by frost; • For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; • For loss or damage caused by subsidence, heave or landslip other than as covered under insured event 7.
7. Subsidence or heave of any part of the site on which the property stands or landslip	<ul style="list-style-type: none"> • The first £1,000 of each and every claim unless shown differently in the certificate; • For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main property is damaged at the same time by the same cause; • Loss or damage caused by normal settlement; • Loss or damage caused by: <ul style="list-style-type: none"> i) Coastal or river erosion; ii) Defective design or workmanship or the use of defective materials; • Loss of damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the property are damaged at the same time by the same cause; • For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee; • Loss or damage at the property resulting from: <ul style="list-style-type: none"> i) Demolition, construction, structural alteration or repair of any property; or ii) Ground works or excavation.
8. The escape of water from/or the freezing of any fixed domestic water or heating installation	<ul style="list-style-type: none"> • Wet or dry rot, rust, corrosion or other wear, tear and deterioration; • For loss or damage caused by faulty workmanship; • For loss or damage caused by subsidence, heave or landslip other than as covered under insured event 7. • For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives; • For loss or damage whilst the property is not suitable for normal habitation; • For loss or damage to apparatus from which water has escaped other than frost damage. • For loss or damage whilst the property is unoccupied.

9. Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vapourisation due to a defective oil-fired heating installation.

- Rust, corrosion or other wear, tear and deterioration;
- For loss or damage caused by faulty workmanship;
- For loss or damage caused by **subsidence, heave or landslip** other than as covered under insured event 7.
- For loss or damage to domestic fixed fuel-oil tanks in the open;
- For loss or damage whilst the **property** is not suitable for normal habitation;
- For loss or damage to apparatus from which oil has escaped.
- For loss or damage whilst the **property** is **unoccupied**.

3 Extensions

The **policy** will pay for:

a) Additional Expenses.

The necessary expenses **you** incur for rebuilding or repairing the **property** as a result of loss or damage insured by this **policy** namely:

- Architects surveyors and legal fees;
- The costs of clearing debris from the site or demolishing or shoring up the **property**;
- Other costs to comply with Government or Local Authority requirements but not:
 - i) Any expenses incurred in the preparation of a claim or an estimate of loss;
 - ii) Any expenses incurred when notice of Government or Local Authority requirements have been served prior to the time of loss.

b) Pipes Cables and Drains.

The cost of repairing **accidental** damage to cables and **accidental** breakage of underground pipes and drains (and their inspection covers) serving the **property** but not:

- Damage which **you** are not legally responsible to repair;
- Damage caused by rust, corrosion or other wear and tear;
- Damage caused whilst clearing or attempting to clear a blockage;
- Damage due to a fault or limit of design, manufacture, construction or installation;
- Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.

This **policy** does not cover pipes made from pitch-fibre material.

c) Trace and Access.

The costs necessarily incurred by **you** in locating the source and subsequent making good of damage covered under section 1 subsection 2, Insured Event 8 and subsection 3 b) but not:

- Any amount in excess of £25,000 in any one **period of insurance**;
- Any amount in excess of £2,500 in respect of any one claim.

d) Breakage of Glass, Ceramic Hobs and Sanitary Fixtures.

Accidental breakage in the **property** of solar glass heating panels, fixed glass and sanitary fixtures but not:

- The replacement cost of any part of the item other than the broken glass;
- Damage which is not **accidental** and unforeseen;
- For loss or damage whilst the **property** is **unoccupied**;

e) Loss of Rent or Alternative Accommodation Expenses.

- Rent (including ground rent and management charges) **you** should pay or should have

received but have lost due to an insured event damaging the **property** and making it uninhabitable;

or

- The costs of alternative accommodation and temporary storage of furniture and the cost of accommodation in kennels or catteries for dogs and cats while **your property** is unfit to live in or access to the **property** is denied as a result of loss of damage insured by this **policy** but not any amount in excess of 30% of the **sum insured**.

Provided that each individual payment due for a **property** may be adjusted according to the percentage contribution made by each **property** towards the total management charges and/or ground rent of a block of **flats** or housing development.

f) Damage to Landscaped Gardens.

Damage done to landscaped gardens by the Emergency Services in attending the **property** due to damage insured by this **policy** but not:

- Any amount in excess of £5,000 in any one **period of insurance**.

g) Theft of Keys/Lock Replacement.

The costs necessarily incurred in replacing external door locks at the **property** including external door locks for individual **flats** following loss of keys by:

- Theft from the block of **flats**, individual **property** or registered office;
- Theft following hold-up whilst such keys are in the personal custody of **you** or any **employee** authorised to hold such keys

but not any amount in excess of £500 in respect of any one **property**, in any one **period of insurance**.

h) Loss of Metered Water.

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of damage arising under section 1 subsection 2 'Escape of Water' but not:

- Any amount in excess of £5,000 in respect of any one claim;
- For the loss of any oil or gas.

i) Emergency Access.

Damage to the **property** caused by forced access to deal with a medical emergency or to prevent damage to the **property**, including the actions of police but not:

- Where this is a result of unlawful activities at the **property**.

We will not pay more than £1,000 for any one incident in any one **period of insurance**.

4 Claims Settlement

a) If the **property** is damaged by any insured event then **we** will either:

- Pay for the cost of rebuilding or repairing the damaged parts;

or

- Make a cash settlement; but **we** will not pay more than it would have cost **us** to repair the damage if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

The **sum insured** by each item or section of this **policy** is declared to be separately subject to average i.e. if the **sum insured** is, at the commencement of any damage, less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by **us** in respect of damage will, be proportionately reduced.

Where an **excess** applies, this will be taken off the amount of **your** claim.

We will not pay for loss of value resulting from repairs or replacement of damage to the **property**.

b) In the event of damage to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged or unbroken item or parts of items forming part of a set

suite or other article of uniform nature, colour or design; where damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

- c) The maximum amount payable in any **period of insurance** in respect of loss of damage to the **property** by the insured events plus additional expenses will not exceed the **sum insured** shown in the **certificate**.

5 General Clauses and Conditions

- a) Extensions and Alterations.

If, during the **period of insurance**, the value of the **property** is increased because **you** have built an extension or have carried out other alterations, **we** will automatically cover the value of these extensions and alterations, provided they do not exceed 10% of the **sum insured** by this section.

We will not charge the extra premium during the **period of insurance**, but **you** must advise **Discount Insurance** or agent of the value of the extensions or alterations, prior to the renewal date of the **policy**.

It is **your** responsibility to ensure **your property** is adequately insured for the full cost of reinstatement at all times.

- b) Mortgage or Other Interests.

The interest of the owners(s), mortgagee(s), lessor(s) or other interested parties in each individual **property** insured by this **policy** is noted. **You** will be required to tell **us** of these in the event of a claim.

In addition, **we** will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **property** where the risk of damage is increased without the authority or knowledge of the mortgagee(s) or lessor(s), provided the mortgagee(s) or lessor(s) tells **us** in writing without delay when they become aware, and pay any reasonable extra premium **we** may require.

- c) Inflation Protection.

The **sum insured** on the **property** will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers. **We** will not charge extra premium on monthly charges but when **we** invite **you** to renew, **we** will do so for the final **sum insured**, which will be based on the latest index figures available when the renewal invitation is prepared.

In the event of a claim, **we** will continue to adjust the **sum insured** during the period required to rebuild, up to a maximum of three years, provided that:

- The **sum insured** at the date of loss is sufficient to rebuild the **property**;
- The rebuilding or repair is carried out without delay.

Section 2 – Contents

The following cover applies only if the **Certificate** shows that it is included.

1 What is insured?

Contents as detailed in the landlord’s property inventory, forming part of the tenancy agreement are insured against loss or damage by the following insured events listed in sub-section 3. This includes radio and television aerials and satellite dishes and their fittings and masts that are fixed to the **property**.

Also covered are the **contents** within domestic outbuildings and garages situated within the **premises** specified in the **certificate**; all of which are owned by **you** or are **you** are legally responsibility for.

2 Specific sub-limits

Our liability will not exceed during the **period of insurance**:

- a) £250 in respect of property in the open, but within the **premises**. This limit does NOT apply to radio and television aerials, satellite dishes and their fittings and masts that are fixed to the **property(s)**;
- b) £1,000 in respect of domestic oil in fixed fuel oil tanks.

3 Insured Events

What is Covered	What is Not Covered
1. Fire, smoke, explosion, lightning or earthquake.	
2. Theft or attempted theft, following violent and forcible entry.	<ul style="list-style-type: none"> • For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • Any amount in excess of £500 or 3% of the sum insured under section 2; whichever is the greater in respect of contents within detached domestic outbuildings and garages.
3. Riot, civil commotion, labour and political disturbances and strikes.	<ul style="list-style-type: none"> • For loss or damage whilst the property is unoccupied.
4. Malicious damage and vandalism following violent and forcible entry.	<ul style="list-style-type: none"> • For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For any loss or damage caused as a result of the property being used for illegal activities; • For loss or damage whilst the property is unoccupied.
5. Impact by: <ul style="list-style-type: none"> • Aircraft or other aerial devices or anything dropped from them; • Vehicles; • Trains; • Animals • Falling trees, telegraph poles or lamp-posts • Falling aerials or masts; • Falling television satellite dishes 	<ul style="list-style-type: none"> • Loss or damage by domestic pets; • For loss or damage caused by trees being cut down or cut back within the premises

6. Storm or flood.	<ul style="list-style-type: none"> • Property in the open • Loss or damage by frost; • For loss or damage to domestic fixed fuel-oil tanks in the open; • For loss or damage caused by subsidence, heave or landslip other than as covered under Insured Event 7.
7. Subsidence or heave of any part of the site on which the property stands or landslip .	<ul style="list-style-type: none"> • The first £1,000 of each and every claim unless shown differently in the certificate; • Loss or damage to outdoor swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main property is damaged at the same time by the same cause; • Loss or damage caused by normal settlement; • loss or damage caused by: <ul style="list-style-type: none"> i) Coastal or river erosion; ii) Defective design or workmanship or the use of defective materials; • Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the property are damaged at the same time by the same cause; • For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee; • Loss or damage at the property resulting from: <ul style="list-style-type: none"> i) Demolition, construction, structural alteration or repair of any property; or ii) Ground works or excavation.
8. The escape of water from/or the freezing of any fixed domestic water or heating installation.	<ul style="list-style-type: none"> • The first £250 of each and every claim; unless shown differently in the certificate; • Wet or dry rot, rust, corrosion or other wear, tear and deterioration; • For loss or damage caused by gradual emission; • For loss or damage caused by faulty workmanship; • For loss or damage caused by subsidence, heave or landslip other than as covered under Insured Event 7. • For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives; • For loss or damage whilst the property is not suitable for normal habitation; • For loss or damage to apparatus from which water has escaped other than frost damage. • For loss or damage whilst the property is unoccupied.

9. Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a **defective** oil-fired heating installation.

- For loss or damage caused by:
 - rust, corrosion or other wear, tear and deterioration;
 - faulty workmanship;
 - **subsidence, heave** or **landslip** other than as covered under Insured event 7.
- For loss or damage to domestic fixed fuel-oil tanks in the open;
- For loss or damage whilst the **property** is not suitable for normal habitation;
- For loss or damage to apparatus from which oil has escaped.
- For loss or damage whilst the **property** is **unoccupied**.

4 Extension (Excluding Communal Parts – Section 2A)

This **policy** will pay for:

a) Loss of Rent or Alternative Accommodation Expenses:

Rent (up to 12 months) for which **you** are liable for or alternative accommodation (for up to 12 months) for the **resident** if the **property** insured is made uninhabitable as the result of loss or damage as insured by section 2, but not:

- Any amount in excess of 30% of the **sum insured** on the **contents**.

Section 2A - Contents of Communal Parts

The following cover applies only if the **Certificate** shows that it is included.

1 What is insured?

The **contents of communal parts** are insured against loss or damage by the insured events listed below.

2 Insured Events

What is Covered	What is Not Covered
1. Fire, smoke, explosion, lightning or earthquake.	
2. Theft or attempted theft, following violent and forcible entry.	<ul style="list-style-type: none"> • For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For loss or damage whilst the property is unoccupied.
3. Riot, civil commotion, labour and political disturbances and strikes.	<ul style="list-style-type: none"> • For loss or damage whilst the property is unoccupied.
4. Malicious damage and vandalism following violent and forcible entry.	<ul style="list-style-type: none"> • For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For any loss or damage caused as a result of the property being used for illegal activities; • For loss or damage whilst the property is unoccupied.
5. Impact by: <ul style="list-style-type: none"> • Aircraft or other aerial devices or anything dropped from them; • Vehicles; • Trains; • Animals • Falling trees, telegraph poles or lamp-posts • Falling aerials or masts; • Falling television satellite dishes 	<ul style="list-style-type: none"> • Loss or damage by domestic pets; • For loss or damage caused by trees being cut down or cut back within the premises
6. Storm or flood.	<ul style="list-style-type: none"> • Property in the open; • Loss or damage by frost; • For loss or damage to domestic fixed fuel-oil tanks in the open; • For loss or damage caused by subsidence, heave or landslip other than as covered under Insured event 7.

<p>7. Subsidence or heave of any part of the site on which the property stands or landslip</p>	<ul style="list-style-type: none"> • The first £1,000 of each and every claim unless shown differently in the certificate; • For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main property is damaged at the same time by the same cause; • Loss or damage caused by normal settlement; • Loss or damage caused by: <ul style="list-style-type: none"> i) Coastal or river erosion; ii) Defective design or workmanship or the use of defective materials; • Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the property are damaged at the same time by the same cause; • For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee; • Loss or damage at the property resulting from: <ul style="list-style-type: none"> i) Demolition, construction, structural alteration or repair of any property; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> ii) Ground works or excavation.
<p>8. The escape of water from/or the freezing of any fixed domestic water or heating installation</p>	<ul style="list-style-type: none"> • For loss or damage caused by: <ul style="list-style-type: none"> - Wet or dry rot, rust, corrosion or other wear, tear and deterioration; - faulty workmanship; - subsidence, heave or landslip other than as covered under Insured event 7. • For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives; • For loss or damage whilst the property is not suitable for normal habitation; • For loss or damage to apparatus from which water has escaped other than frost damage. • For loss or damage whilst the property is unoccupied.
<p>9. Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p>	<ul style="list-style-type: none"> • For loss or damage caused by: <ul style="list-style-type: none"> - rust, corrosion or other wear, tear and deterioration; - faulty workmanship; - subsidence, heave or landslip other than as covered under Insured event 7. • For loss or damage to domestic fixed fuel-oil tanks in the open; • For loss or damage whilst the property is not suitable for normal habitation; • For loss or damage to apparatus from which oil has escaped. • For loss or damage whilst the property is unoccupied.

3 Extensions

This **policy** will pay for:

Landlords Gardening Equipment.

Loss or damage by the insured events listed in this section to landlord's gardening equipment whilst in any locked outbuilding at the **property** but not:

- Theft or attempted theft when entry is not gained or exit made by forcible and violent means;
- Any amount in excess of £1,000.

4 Claims Settlement - Applicable to Sections 2 and 2A

If the **contents** or **contents of communal parts** are damaged by any insured event, then **we** will pay the full cost of replacing the articles stolen or destroyed as new, provided that the **sum insured**, when the **contents** or **contents of communal parts** are damaged, is sufficient to replace them as new. **We** can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace or repair property but we agree to **your** request to make a cash settlement, payment will be limited to the cost of replacement or repair by **our** preferred supplier.

A deduction for wear and tear will apply for:

- a) Household linen;
and
- b) Property that does not belong to **you**, unless **you** are legally responsible for the cost of replacement, as new, under the terms of an agreement.

What **we** will pay:

The most **we** will pay for loss or damage arising out of one incident is the **sum insured** shown in the **certificate** of insurance.

We will not reduce the **sum(s) insured** by the amount paid under any claim.

In the event of loss or damage to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design; where loss, damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

The **sum insured** by each item or section of this **policy** is declared to be separately subject to average i.e. if the **sum insured** is, at the commencement of any loss or damage, less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by **us** in respect of loss or damage will, be proportionately reduced.

Reinstatement - Applicable to Sections 2 and 2A

The **sum insured** under these sections will NOT be reduced following the payment of a claim, provided that **you** agree to carry out insurers' recommendations to prevent further loss or damage.

5 Limit of insurance Sections 2 and 2A

Our liability for any loss or damage, will not exceed the **sum(s) insured** for the **contents** of each **property** separately stated in the **certificate**.

Section 3 – Property Owners Liability

Where section one: Buildings is shown as covered in the **certificate**, the insurance will include **your** liability as owner of the **property** and **your** liability as owner of a previous property.

Where section two: **Contents** is shown as covered in the **certificate**, the insurance will include **your** liability as occupier of the **property**.

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as the owner or occupier

We will insure **your** liability as owner or occupier to pay for accidents happening in and around the **property** during the **period of insurance**. **We** will provide this cover if the accident results in:

- Bodily injury to any person other than **you** or **your employee(s)**;
- Loss or damage to property which **you** or **your employees(s)** do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

You are not covered for liability arising:

- Other than as owner or occupier of the **property**;
- From any agreement or contract unless **you** would have been legally liable anyway;
- From criminal acts;
- As a result of an assault, alleged assault or a deliberate or malicious act;
- From owning or occupying any land or buildings, other than the **property**;
- Where **you** are entitled to cover from another source;
- From any profession, trade or business;
- From paragliding or parascending;
- From any infectious disease or condition;
- From **you**, **your employees(s)** or **your resident(s)** owning or using any:
 - i) Power-operated lift;
 - ii) Electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - iii) Aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - iv) Caravans or trailers;
 - v) Animals other than **your** pets;
 - vi) Animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking);
 - vii) Dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991*, or any amending legislation.

* **Dangerous Dogs Act 1991** The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

You are not covered for liability arising from the following.

- Liquidated damages

Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

- Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
- Aggravated damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
- Multiplying compensatory damages
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

Liability as the owner of previous properties

What is covered

We will insure **your** liability under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975* as owner of any previous property which **you** owned, for accidents happening in and around that property which result in:

- Bodily injury to any person other than **you** or **your employee(s)**;
- Loss or damage to property which **you** or **your employee(s)** do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

*** Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

What is not covered

You are not covered for liability arising:

- From an incident which happens over seven years after this insurance ends or the property was sold;
- From any cause for which **you** or **your employee(s)** are entitled to cover under another source;
- From the cost of correcting any fault or alleged fault;
- Where a more recent insurance covers the liability.

Special Conditions to Section 3

We may at any time pay **you** the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and then will cease to have the conduct and control of the negotiations, action or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Section 4 – Employers’ Liability

This section applies only if your Schedule shows that is insured/included.

1 What is insured?

You are insured against all sums which **you** become legally liable to pay as compensatory damages and claimants’ costs and expenses in respect of bodily **injury**, illness or disease sustained by any **employee** arising out of the course of employment by **you** within the **territorial limits** in connection with the maintenance, care or upkeep of the **property** during the **period of insurance**.

The most **we** will pay under this section is £10,000,000 including costs and expenses in respect of:

- a) Any one claim;
- b) The series of claims;
made against **you** arising from any one event including all costs and expenses.

We will not pay in respect of:

- a) Liability for death, bodily **injury**, illness or disease caused when any **employee** is being carried in, or if entering into or alighting from any vehicle in circumstances where insurance or security is required under road traffic legislation;
- b) Liability assumed under any agreement unless **you** would have been liable had the agreement not been made;
- c) Liability in connection with or arising from ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- d) Liability in connection with or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- e) Liability arising when the **employee** is:
 - Tree felling or lopping;
 - Window cleaning, painting or similar operations carried out from cradles and/or hoists;
 - The provision of, erection of, dismantling of or work from scaffolding;
 - Demolition, erection or structural alteration of, or addition to new or existing buildings;
 - Working at height greater than 3 metres or depth greater than 1 metre;
 - In the pursuit or exercise of any trade calling or profession other than in the course of employment by **you** in connection with the management of the **property**.

Section 5 – General Exclusions

The following exclusions apply to sections 1, 2, 2A, 3 & 4 and apply to each and every **property** or **private dwelling** insured under this **policy**.

- a) Illegal Activities Exclusion.
This insurance **policy** does not cover for any loss, damage or liability caused as a result of the **property** being used for illegal activities and **we** will not pay for any claim arising from such loss.
- b) Loss or Damage caused by or in connection with:
- Maintenance and normal redecoration;
 - Causes specifically excluded elsewhere in this document;
 - Wear and tear, settlement, shrinkage, depreciation, corrosion, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or anything that happens gradually;
 - Leaks from joints, sealant failure, cracking, fracturing or collapse;
 - Faulty materials, design or workmanship;
 - Chewing, scratching, tearing or fouling by domestic pets;
 - Building renovations, alterations, extensions or repairs;
 - Mechanical, electronic fault or breakdown.
- c) Loss or Damage caused by:
- Motor vehicles (other than domestic gardening equipment), caravans, trailers or watercraft or accessories in them or attached to them;
 - Pets and livestock;
- d) Where the loss or damage has occurred due to **your** negligence.
- e) Loss or damage, or any legal liability or death or injury to any person caused by, or arising from or in connection with:
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component;
 - Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - Biological or chemical contamination due to any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**. If **we** allege that by reason of this sub-paragraph any loss, destruction, damage, cost, expense, or **injury** is not covered by this **policy** the burden of proving the contrary will be upon **you**;
 - Pressure waves caused by aircraft or other flying objects travelling at sonic or supersonic speeds;
 - Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority;
 - Erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **your** property or not, caused by the malicious introduction or incursion of any unauthorized, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus;
 - Loss, damage, liability or **injury** occurring before the cover under **your policy** started, will not be insured.
- f) Claims arising from activities of contractors are not included or supported by this **policy** wording.

- g) Loss, destruction or damage to property caused by **pollution or contamination** except (unless otherwise excluded) loss, destruction or damage to the **property** insured caused by:
- **Pollution or contamination** which itself results from an insured event as listed in the various section of this **policy** (other than by leakage of oil or by **accidental** damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the **period of insurance**.
 - Any insured event as listed in the various section of this **policy** (other than by leakage of oil or by **accidental** damage to underground service pipes or cables) which itself results from **pollution or contamination**.

Definition and interpretation - for the purposes of General Exclusion g) only **pollution or contamination** means Pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), tarnishing, impurity or limitation or prevention of the use of objects because of hazards to health.

- h) Loss resulting from legal liability caused by or arising from or in connection with **pollution or contamination** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** provided that:
- All **pollution or contamination** arising out of such event will be considered to be one occurrence irrespective of the length of time or number of **periods of insurance** over which such **pollution or contamination** occurs;
 - **Our** liability for all damages payable arising out of all **pollution or contamination** which is considered to have occurred during any one **period of insurance** will not exceed the amount stated against Public Liability in the **certificate**.

Definition and interpretation - for the purposes of General Exclusion h) only **pollution or contamination** includes:

- All **pollution or contamination** of buildings or other structures or of water or land or the atmosphere;
 - All loss or damage or **injury** caused by or in any way connected with such pollution or contamination.
- i) There is no cover for loss of market value beyond the cost of repair or replacement of any damaged **property**.
- j) Any liability arising or in connection with the exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.
- k) The cost of cleaning up, or removal of, or damage to property arising out of any asbestos, asbestos fibres or any by-products of asbestos.
- l) Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement.

Cyber Exclusion

We will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices. Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

General Policy Conditions (applicable to the whole of this policy)

These are the conditions of the insurance **you** and everyone else insured under this **policy** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might become invalid.

1 Precautions

You will be required to take all reasonable precautions to prevent a claim and must keep the **property** in good condition and repair unless alternative terms have been agreed; in which case this will be clearly stated in the **certificate**.

2 Regulations and conditions for rented accommodation

- The **property** must be inspected every 6 months, internally and externally, (Please check any **endorsement(s)** added to **your certificate** which may vary this time period) to confirm that the **property** is maintained in a good state of repair, by **you** or **your** representative. Records of these inspections must be kept, which should be made available to us on request.
- **You** must take all reasonable steps to prevent loss, damage or accident and maintain the **property** in a good state of repair. Please note that this **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.
- **You** must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens as a result, **we** will not be able to pay **your** claim unless **you** can prove that **your** breach in no way could have increased the risk of the loss or damage.

3 Cancellations

You may cancel **your policy** at any stage during the **policy** term by contacting:

Discount Insurance

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

We are not bound to any renewal of this **policy**. **We** can also cancel this insurance by giving **you** 14 days' notice of cancellation by recorded delivery to **your** last known address. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium (and you have not rectified this in the time allowed);
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request; or
- Threatening or abusive behaviour or the use of threatening or abusive language.

This insurance has a cooling off period of fourteen days from either;

- The date **you** receive this insurance documentation; or
- The start date of the current **period of insurance**

Whichever is the later.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time or which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **certificate**, to cover the administrative cost of providing the insurance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

4 More than One Private Dwelling

Each **private dwelling**, insured under this **policy**, is considered to be covered as though separately insured.

5 Reinstatement of Sum Insured

In the event of loss, **we** will reinstate the **sum insured** from the date of any loss, unless **we** give written notice to the contrary.

You may be required to pay some extra premium.

6 Sale of Property Insured

If **you** have made a contract to sell the **property**, **we** will give the buyer the benefit of this **policy** up to the date of completion, provided the **property** is not otherwise insured.

7 Underinsurance

The **sum insured** by each item or section of this **policy** is declared to be separately subject to average i.e. if the sum is, at the commencement of any damage, less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by **us** in respect of damage be proportionately reduced.

8 Notifying us of any changes

You must tell **us**, via Discount Insurance, as soon as possible of any change which may affect this insurance and particularly:

- If **you** have been declared bankrupt or been subject to bankruptcy proceedings;
- If **you** have received a police caution for or have been convicted of or been charged with, but not tried, for any offence other than driving offences;
- If the **property** will be **unoccupied**;
- If **you** no longer intend to let the **property**;
- If **you** intend to carry out any form of renovation or building works on the **property**;
- If the **property** is no longer used for private residential purposes.
- If the **property**, as specified in the **certificate**, becomes let under different circumstances, or becomes regularly left unattended

You will then be informed of any changes in the terms of this insurance. Upon receipt of notice, Insurers reserve the right to amend the terms and conditions of this insurance.

If **you** are in any doubt, please contact **your** insurance intermediary.

Failure to mention any change in circumstances may invalidate any future claims.

9 Protection

All protections provided for the safety of the **property** specified in the **certificate** must be maintained in good order and be in use at all times, as well as when the **property** is left unattended or when the occupants have retired for the night.

10 Unoccupied Property

We must be notified, via Discount Insurance, as soon as possible, but in any event within 30 days, whenever a **property** becomes **unoccupied**. Failure to comply with any part of this section may invalidate a claim.

Claims Conditions (applicable to the whole of this policy)

1 Claims Procedure

If **you** wish to make a claim or if something happens which may lead to a claim, **you** must notify **us** as soon as possible. Please contact:

Discount Insurance
The Business Exchange
26/28 Hammersmith Grove
London
W6 7BA
Tel: 0208 847 8007

If there has been malicious damage, theft or attempted theft, **you** must also tell the police without delay and obtain an incident number.

You will be required to complete the claim form **we** supply and return it to **us** within 30 days of the incident. 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.

If **you** receive a writ summons or other legal process regarding a claim under the **policy**, **you** must send it without delay to **us**.

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.

If the above procedure is not followed, **you** will break a condition of the **policy** and **we** may not meet **your** claim.

See also Important Help lines on page 7 for telephone numbers.

2 Control of Claims

You must not admit, deny, negotiate or settle a claim without **our** written consent.

However, **you** should make emergency/temporary repairs to the **property** to prevent further loss or damage.

3 Our Special Rights

We may enter any part of the **property** affected by a claim and take possession of it.

You cannot abandon the **property** to **us**. **We** may, in **your** name and on **your** behalf, take complete control of legal action.

We may take legal action in **your** name against any other person to recover any payment **we** have made under the policy.

We will do this at **our** expense.

4 Contribution

If at the time of a claim, there is any other **policy** covering anything insured under this **policy**, **we** will be liable only for a proportionate share.

5 Fraud

If **you** make a fraudulent claim under this insurance contract, then **we**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **you** any sums paid by us to you in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- (a) **We** will not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the insurer AXIS Managing Agency Ltd or to the Complaints team at Lloyd's. Contact details are as follows:

Complaints
AXIS Managing Agency Ltd
52 Lime Street
London
EC3M 7AF
Tel No: 020 7050 9000
e-mail: complaints@axiscapital.com

Complaints
Lloyd's, One Lime Street, London, EC3M 7HA
Tel No: 020 7327 5693 Fax No: 020 7327 5225
e-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:
Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG.
Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

If **you** have purchased **your policy** online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Making a complaint does not affect **your** right to take legal action.

If you appoint someone to act on your behalf

If **you** ask someone else to act on **your** behalf **you** should provide **us** with written authority to allow **us** to deal with them.

Financial Services Compensation Scheme

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

Data protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certain information which **you** have provided to other parties.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Axis Europe Privacy Notice

Privacy Notice

AXIS values its relationship with you. Protecting the privacy of your personal information is of great importance to us. We want you to understand how and why we collect personal information about you, how we use it, your rights regarding this information, the conditions under which we may disclose it to others and how we keep it secure.

What type of information do we collect about you?

The personal information we collect about you may include:

- | | |
|--|--|
| <ul style="list-style-type: none">• Name, Address, Phone Number, Email• Gender• Marital Status• Date and Place of Birth• Government identification numbers- National Insurance, Social Security, Passport, Tax, Driver's License | <ul style="list-style-type: none">• Family Information• Banking Information• Health Information / Medical History• Criminal History• Credit History and Credit Score• Claims/Policy Numbers |
|--|--|

How do we collect information about you?

We primarily collect personal information from you or your representative through the policy application process. However, we may also collect information about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjusters, and others.

Why are we collecting your personal information?

We may collect your personal information for the following purposes:

- | | |
|---|--|
| <ul style="list-style-type: none">• Account Setup, including Background Checks• Evaluating Risks to be Covered• Risk Modeling and Underwriting• Customer Service Communications• Payments to/from Individuals | <ul style="list-style-type: none">• Managing Insurance or Reinsurance Claims• Defending or Prosecuting Legal Claims• Investigating or Prosecuting Fraud• Complying with Legal or Regulatory Obligations• Direct Marketing Activities |
|---|--|

Where does your information go?

We may need to transfer your personal information to our affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). We will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep your personal information only so long as is necessary to provide service to you under your policy. Specifically, we will keep your information for so long as a claim may be brought under the policy, or where we are required to keep your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, you have the right:

- To receive a copy of the personal information we have collected from you
- To receive further details of the use we make of your information
- To update or correct the personal information we hold about you
- To require us to delete any personal information we no longer have a lawful purpose to use
- To restrict our use of your personal information
- If you are not satisfied with our use of your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where we may need to restrict the rights described above, in order to safeguard the public interest (e.g., the prevention or detection of crime) or our interests (e.g., to maintain legal privilege).

How to Contact Us

Address any questions regarding our privacy practices or this Notice to:

Name: Giles Adams, Data Protection Officer

Email: dpo@axiscapital.com

Address: Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Phone: +44 207 877 3833

<https://axiscapital.com/who-we-are/about-axis/privacy-policy>

Endorsements

The following **endorsements** are only in force where indicated in the **certificate**.

1 Alarm/Security Clause (1)

The liability of insurers in respect of the insured event of theft under this insurance, is dependant on:

- a) The burglar alarm system being in full and effective operation:
 - Whenever the **premises** specified in the **certificate** is left unattended;
 - At night.
- b) The burglar alarm system must be maintained in good order throughout the currency of this insurance under a maintenance contract with a company which is a member of NSI National Security Inspectorate or SSAIB Security Systems & Alarms Inspection Board (formerly NACOSS National Approved Council of Security Systems).

2 Non Standard Construction Clause (2)

The term 'standard construction' as explained in 'Definitions', does not apply to the main building of the **private dwelling** situated within the **premises** specified in the **certificate**.

3 Subsidence, Landslip or Heave Exclusion Clause (3)

This insurance excludes claims under section 1, 2 and 2A resulting from **subsidence, landslip or heave**.

4 Flood Exclusion Clause (4)

Sections 1, 2 and 2A of this insurance do not cover:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
- b) Inundation from the sea;
or
- c) Flood resulting from storm, tempest or any other insured event.

5 Tree Pruning Clause (5)

In accordance with General Policy Condition 1 (Precautions); a Tree Surgeon or similar professional must, every 3 years at **your** expense:

- a) Inspect any/all trees at the premises to ensure that they do not affect the structure or drains and sewers of the **property** insured;
- b) Prune or pollard any/all trees at the premises as appropriate;

If **you** do not do this, **we** will not be able to pay a claim which involves loss or damage to the **property** which has occurred as a result of the trees.

Subject otherwise to the terms, exclusions and conditions of the **policy**.

6 Thatch Clause (6)

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and must be professionally cleaned once a year prior to winter use;
- b) Thatch burn Warranty - old thatch must be burnt more than 100 metres from the **premises**;
- c) Naked Flame Warranty - No naked flame or tools producing naked flames must be present in the attic or loft space at any time.

7 Mortgage Interest Clause (7)

The interest of the mortgagee in this insurance will not be prejudiced by any act of neglect of the mortgagor or occupier of any building insured under this **policy**, whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, as soon as reasonably possible after becoming aware gives notice to the insurers and pay an additional premium if required.

8 Terrorism (8)

There is no cover for any loss, damage, liability, cost or expense of any kind caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusion 'terrorism' means the use or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any governments(s) or put any section of the public in fear.

9 FLEA Clause (9)

The **premises** insured under this **policy** are covered against loss or damage caused by the insured events of fire, lightning, explosion, earthquake and aircraft only.

10 Minimum Security Clause (10)

This insurance excludes claims for theft under sections 1, 2 and 2A unless the following are fitted and are put in full operation for the protection of the **property** specified in the **certificate** when the **property** is left unattended and when occupants retire for the night:

- a) External doors: 5 Lever Mortice Deadlocks conforming to British Standard 3621;
- b) Patio Doors - In addition to a central locking device, key operating bolts to top and bottom opening sections;
- c) Windows - Key operated security locks to all ground floor windows, accessible sky lights and other accessible windows.

11 Flat Roof Clause (11)

All flat roof sections of the **property** must be inspected and tested at least once every three (3) years by a qualified, independent building and roofing contractor and **you** must be able to give us a valid certificate or written report confirming the roof section is in a weatherproof condition.

If **you** do not do this, **we** will not be able to pay a claim which involves loss or damage to a flat roof which has occurred due to weather related conditions.

12 Monthly Payment Clause (12)

This **policy** runs from month to month and that continuation of cover is dependent upon **you** paying the premium for each month's cover. **We** will normally only review **your** premiums once per annum.

13 Co-insurance Clause (13)

Apart from anything stated in the under noted section(s) of the **policy**, to the contrary, **you** will be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the under noted insured event(s):

Section Insured Events

1 Fire Subject otherwise to the terms, exclusions and conditions of this **policy**.

14 Bed-sit Clause (14)

This **policy** is issued on the basis that **you** have registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004* and fire services approval, where required by the fire and rescue service.

The **policy** will be invalid should this approval not have been obtained.

* *And any amended legislation.*

15 Holiday Home Clause (15)

We note that the **private dwelling** is used as a holiday home. The following terms will be applicable:

While the **private dwelling** is **unoccupied**, the 30 day limit does not apply and the following terms do apply:

We will not pay for loss or damage unless:

- **you** or **your** appointed representative has inspected the inside of the **property** at least once every seven (7) days. A record will be kept of such inspections;
- all refuse and waste materials are removed from the interior of the **premises** and the adjoining yards or spaces owned by **you**;
- all available security and alarm protections have been put into full and effective use;

Insured events 8. (The escape of water from/or the freezing of any fixed domestic water or heating installation) and 9. (Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation), under What is Not Covered, the following is added:

Loss or damage unless:

- all main supplies are turned off and the water and central heating systems are drained; or
- where the **private dwelling** benefits from a central heating system, it is kept running continuously to maintain a minimum temperature of 13°C throughout the **property**. Where fitted, it is a requirement that the loft hatch door is left open.

16 Co-insurance Clause (16)

Apart from anything stated in the under noted section(s) of the **policy**, to the contrary, **you** will be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the under noted insured event(s):

Section Insured Events

1 Fire

Subject otherwise to the terms, exclusions and conditions of this **policy**.

17 Unoccupied Clause (17)

If the **property** is **unoccupied**, then photographs of the **property** must be submitted within 14 days from the start of this insurance cover or mid-term adjustment of this **policy**.

The photographs should clearly show the structure of the **property** and that it has been made secure and water-proof (photographs should show all angles of the exterior and the roof).

Failure to do so could result in the invalidation of a claim submitted thereafter.

18 Theft Limitation Clause (18)

There is no liability under Sections 1, 2 and 2a of this Policy for loss or damage by theft or attempted theft unless there is physical evidence of violent and forcible entry into, or exit from, the Home.

19 Escape of Water Endorsement (19)

You are responsible for the first 10% of each and every claim for escape of water over the value of £5,000 subject otherwise to the terms, exclusions and conditions of this **policy**.

20 Theft or Attempted Theft and Malicious Damage (20)

You will be liable for the first £1,000 for each and every theft or attempted theft or malicious damage claim on the **property**, unless the **property** has minimum security, as described in Endorsement 10.

21 Accidental Damage to Section 1 (21)

Accidental loss or damage will be covered under this insurance **policy** for Section 1.

22 Accidental Damage to Section 2 & 2A (22)

This insurance will cover **accidental** damage to **contents** and **contents of communal parts**.

This includes **accidental** breakage of mirrors, glass tops, fixed glass in furniture, ceramic hobs, fixed glass, sanitary fixtures (forming part of the buildings) but not the cost of repairing, removing or replacing frames.

All **contents** covered on this **policy** should be part of the buildings situated within the **property** specified in the **certificate** which is **your** property or for which **you** are legally responsible and is not otherwise insured elsewhere.

23 Contents temporarily removed from the property (23)

This insurance will cover **contents**, not otherwise insured, whilst they are TEMPORARILY REMOVED from the **property**, for any damage caused by the Insured Events.

- As long as the **contents** are: in an occupied **private dwelling**, in any buildings where **you** or any permanent member of **your** household is residing or is employed, a trade building (if the **contents** are there for the purpose of valuation, alteration, cleaning or processing), in any bank or safe deposit. When the **contents** are not in the specified buildings, cover will be limited to fire, lightning, explosion and earthquake only.
- If **contents** are in transit or during the process of removal (following permanent change of residence), to or from a bank, safe deposit or furniture depository, cover will be limited to fire, lightning, explosion, earthquake and theft or attempted theft only.

Cover does not include; cash, currency, bank notes, credit cards or negotiable documents, **contents** in furniture depository or any amount in excess of 20% of the **sum insured**.

24 Increased Unoccupancy Period (24)

We must be notified as soon as possible, but in any event within **45** days, whenever the **property** becomes **unoccupied**.

Failure to comply with any part of this section will invalidate a claim.

25 Malicious Damage (25)

This **policy** will cover malicious damage and vandalism caused by the tenant legally on the **premises**, but not the first £2,500.

It is a condition of this clause that in the event of a claim, **you** must provide evidence that a deposit of an amount equal to at least one month's rent was collected from the tenant and made secure via the Deposit Protection Scheme or Tenancy Deposit Solutions (My Deposit) or the Tenancy Deposit Scheme. Deposit must have been in cash or cleared funds and a full detailed Dilapidation Inventory must have been taken prior to the tenant moving into the **property** and in intervals of 6 months thereafter. For the purpose of this inclusion, a tenant is defined as the occupier of the insured **property**, named in the tenancy agreement as the tenant.

26 Theft and Malicious Damage Limitation for Unoccupied Properties (26)

We will not pay more than £2,000 in total for any claim involving theft or malicious damage whilst the **property** is **unoccupied**.

27 Escape of Water or Oil Excess for Unoccupied Properties (27)

You will be liable for the first £1,000 for each and every claim for escape of water or escape of oil loss or damage to the **property** which occurs whilst the **property** is **unoccupied**.

28 Unoccupied Care Clause 1 (28)

The following restrictions will apply whilst the **property** is **unoccupied**:

- Loss or damage caused by escape of water will only be insured if the water system has been turned off at the mains valve and the system entirely drained of water;
- Loss or damage by theft or malicious damage will only be insured if an operational alarm system is in place.

29 Unoccupied Care Clause 2 (29)

The following restrictions will apply whilst the **property** is **unoccupied**:

- Loss or damage caused by escape of water will only be insured if the central heating system is set at a minimum continual temperature of 13 degrees celsius;
- Loss or damage by theft or malicious damage will only be insured if an operational alarm system is in place.

30 Unoccupied Property Clause (30)

The cover which is excluded from **your policy** when the **premises** will not be lived in and slept in for more than 30 consecutive days in a row is reinstated subject to the following terms applying during this period.

We will not cover the following under Section 1 – Buildings and Section 2 – Contents:

- the first £500 of every claim, unless loss or damage arises under Section 1 - Buildings, Insured event 7. (**Subsidence** or **heave** of the site on which the **property** stands or **landslip**) where the excess is £1,000.

We will not pay for loss or damage occurring during the **unoccupied** period unless:

- **you** or **your** appointed representative has inspected the inside of the **premises** at least once every seven (7) days. A record will be kept of such inspections;
- all refuse and waste materials are removed from the interior of the **premises** and the adjoining yards or spaces owned by **you**;
- all available security and alarm protections have been put into full and effective use;

Insured events 8. (The escape of water from/or the freezing of any fixed domestic water or heating installation) and 9. (Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation), under What is Not Covered, the following is added:

Loss or damage unless:

- all main supplies are turned off and the water and central heating systems are drained; or
- where the **private dwelling** benefits from a central heating system, it is kept running continuously to maintain a minimum temperature of 13°C throughout the **premises**. Where fitted, it is a requirement that the loft hatch door is left open.

In addition, the following changes will apply to **your policy**:

Section 1 – Buildings, the following Building Extensions are deleted:

- c (Trace & Access);
- d (Breakage of Glass, Ceramic Hobs and Sanitary Fixtures);
- e (Loss of Rent or Alternative Accommodation Expenses);
- f (Damage to Landscaped Gardens);
- g (Theft of Keys/ Lock Replacement);
- h (Loss of Metered Water);
- i (Emergency Access).

Cover for **Accidental** Damage is deleted.

Section 2 – Contents, Contents Extension a (Loss of Rent or Alternative Accommodation Expenses) is deleted.

Section 2A – Contents of Communal Parts Extension, Landlords Gardening Equipment cover is deleted.

Section 4 – Employers Liability is deleted.

31 Minor Works Clause (31)

Based on information provided by **you** about the refurbishment, conversion or extension of **your premises**, **we** will continue to provide cover during the **period of insurance** subject to the following terms and conditions.

You must notify **us** if **your property** becomes **unoccupied** or if any additional work is to be undertaken which **you** have not told **us** about.

We will not pay for any loss or damage:

- Resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the contractor(s);
- Caused by insured event of Storm or flood in sections 1, 2 and 2A; unless **your property** is wind and weatherproof.

We will not pay:

- For any liability arising out of the activities of any contractor;
- The first £500 of any claim arising out of or as a result of the building work;
- For loss or damage to site materials, tools or plant.
- Loss or damage caused by **your** contractors or sub-contractors.

32 Chimney Warranty (32)

All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.

33 Maintenance Clause (33)

The **property** must be inspected every 6 months, internally and externally, by **you** or **your** representative(s) and maintained according to the minimum standard requirements of this **policy**. Records of these inspections must be kept and made available to **us** upon request.

A list of recommendations is provided in the property care guide, which is available on **our** website at <https://www.discountlandlord.co.uk/document/propertycareguide/PropertyCareGuideSept2016.pdf>

34 90 Days Unoccupancy Cover (34)

It is agreed that **we** must be notified as soon as possible, but in any event within 90 days, whenever a **property** becomes empty or unoccupied. The policy would not be limited to the perils Fire, Lightning, Earthquake, Explosion or Aerial vehicles in Section 1 or 2 during the first 90 days when the **property** becomes empty or unoccupied. The conditions under "Unoccupied Property" in the policy wording must be complied with. Failure to comply with any part of this section will invalidate a claim.

35 Fixtures & Fittings (35)

The definition of **contents** has been amended to include;
Internal fixtures and fittings which are part of the building serving the individual flat named on the **Certificate**.

36 Notifiable Diseases (36)

Despite anything to the contrary in your contract of insurance, we will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

- is notifiable to the government or a local authority under any law, order, act or statute; and/or
- is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

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COMMERCIAL BUSINESS OWNER INSURANCE
TENANT CONTENTS INSURANCE
UK HOLIDAY HOMES
CARAVAN INSURANCE
TRAVEL INSURANCE
BREAKDOWN INSURANCE
PET INSURANCE
TENANT REFERENCING

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