

# POLICY TERMS & CONDITIONS



**DISCOUNT** ■  
insurance

## RESIDENTIAL LET

BUILDING & CONTENTS INSURANCE

# Landlord Insurance

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

Discount Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. This can be checked on the register Financial Services register on the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk).

You are insured under this Policy by Ageas Insurance Limited, registered in England and Wales under number 354568 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Ageas Insurance Limited adheres to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

Your personal details and information provided are also covered by the General Data Protection Regulation.

## Important

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

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

You can contact your insurance advisor or **us** on 0208 847 8000

## Your Cancellation rights

**We** hope **you** are completely delighted with your **policy**; however if **you** decide **you** do wish to cancel it, please contact **us** immediately. **You** must do this in writing to either [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk) or 27 Great West Road, Brentford, London, TW8 9BW. **You** have 14 days from the start of your **policy**, or from the day **you** receive your documents to decide if this product meets your needs. If **you** choose to cancel this **policy** within this period, and no claim has been made, we will refund the **policy**, charging **you** only for time on cover.

Cancellations made after 14 days of the start date will be subject to cancellation fee. **We** will also retain a pro-rata premium for time on cover. Please note any administration fees charged for policy set up are non-refundable if cancelled after the 14 days cooling off period.

## Regulation

Discount Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

Ageas Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority

**We** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk). Your personal details and information provided are also covered by the General Data Protection Regulation.

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## Your Policy

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

If more than one **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** separately. The **excess** that does apply will be shown on your **certificate**; where more than one **excess** is applicable, the higher **excess** will always be applied.

## The law applicable to this policy

Any reference to a statute in this **policy** shall also include any amendments to, or replacement of it and all subordinate legislation made under, or in connection with it.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and **we** agree otherwise, **we** have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live. The contract and terms of this policy will be in English.

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

## Making a Claim

In the unfortunate event of you suffering loss, injury, **damage** or a liability claim being made against you, please contact **our** customer services line on 0208 847 8000 or write to **us** as soon as possible.

Claims reported after 30 days of discovery may be invalidated.

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

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

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

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

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.

You can write to

Customer Services, Discount Insurance, 27 Great West Road, Brentford, TW8 9BW; or

Telephone: 0208 847 8000

Fax: 0208 847 8001

e-mail: [customerservices@discountinsurance.co.uk](mailto:customerservices@discountinsurance.co.uk)

# Definitions

Wherever the following words and phrases appear in the **policy** in BOLD, they will always have these meanings:

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## 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 or events.

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## Bodily Injury

Death, injury, disease or illness

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## Business

Owners of and/or the organisation and management of the **property** which is let out

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## Certificate

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

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## We/Us/Our

Ageas Insurance Limited as insurers or Discount Insurance as arrangers and administrators of your **policy** as the context may require.

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## Communal parts

In or on the stairs, halls and other communal parts of the **property**.

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## Endorsements

Any variation or addition to terms.

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## Loss or damage/Damage

Material loss, destruction or damage.

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## Employee(s)

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

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## Empty or unoccupied

The whole or part of the **property**;

- Not lived in by you, a tenant, or a person you have authorised; or
- Without enough furniture for normal living purposes;

For the purpose of this definition, empty or unoccupied does not include periods of annual leave of 30 consecutive days or less by the **resident**.

Please refer to page 20 on 'Empty or unoccupied property conditions.'

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## Excess

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

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## Period of insurance

The Period of Cover shown in the **certificate**, both dates are inclusive.

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## Policy

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

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## Pollution or contamination

Pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health.

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## Private dwelling

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

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## Premises

The part of the **property** situated at the risk address shown in the **certificate** for the purposes of the **business**.

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## 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.

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## Resident(s)

The owner(s), lessee(s), lessor(s), tenant(s) and any member of their family permanently residing with them at the **premises**, or any other person authorised by you.

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## 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 a reasonable 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**.

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## Terrorism

For the purpose of this **policy** terrorism means;

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:  
Acts 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.
- b) In respect of any occurrence elsewhere than as described in a) above:  
Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) Involves violence against one or more persons;
  - ii) Involves **damage to property**;
  - iii) Endangers life other than that of the person committing the action;
  - iv) Creates a risk to health or safety of the public or a section of the public;
  - v) Is designed to interfere with or to disrupt an electronic system.
- c) Any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

# Section 1 – Buildings

## A: What is Insured?

The **property** which comprises of;

The main structure of the insured **property** shown in your **certificate**, including its permanent fixtures and fittings if they are your **property**. Including domestic outbuildings, private garages, including garages on nearby sites that form part of the insured **property** shown on the **certificate**.

Ornamental ponds or fountains, swimming pools, tennis courts, central-heating fuel tanks, cesspits, septic tanks, fences, gates, hedges, lampposts, railings, walls, drives, paths, patios, terraces and closed circuit television systems.

But not, television or radio signal receiving apparatus or contents.

Please note; this **policy** does not cover **damage** from wear, tear or deterioration, or theft and malicious **damage** by tenants.

## B: Perils Insured

What is Covered	What is Not Covered
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	<b>Loss or damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under "Empty or Unoccupied Property" page 20 are met.
Escape of water from domestic fixed water systems, pipe or appliance and <b>damage</b> to such by freezing.	<b>Loss or damage</b> caused by: <ul style="list-style-type: none"> <li>Wet or dry rot, rust, corrosion, gradual emissions, or other wear &amp; tear, deterioration;</li> <li>Faulty workmanship or the use of defective material;</li> <li>Subsidence, heave or landslip;</li> </ul> <b>Loss or damage</b> to anything not within the boundary of the <b>property</b> or outbuildings; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Theft or attempted theft consequent upon violent and forcible entry to or exit from the <b>property</b> .	<b>Loss or damage</b> by <b>you</b> , any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Riot, civil commotion, labour and political disturbances and strikes.	<b>Loss or damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under "Empty or Unoccupied Property" page 20 are met;
Malicious Damage and Vandalism.	<b>Damage</b> by <b>you</b> , any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Damage</b> caused as a result of the <b>property</b> being used for illegal activities; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Storm or Flood.	<b>Loss or damage</b> Caused by: <ul style="list-style-type: none"> <li>Frost;</li> <li>A change in the water table;</li> <li>Wet or dry rot, rust, corrosions or other wear, tear and deterioration.</li> </ul> <b>Loss or damage</b> to; gates, fences, hedges, railings, domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, paved terraces, patios, paths, lampposts and drives; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .

## B: Perils Insured (Continued)

What is Covered	What is Not Covered
Impact.	<p><b>Loss or damage</b> caused by, domestic pets or by trees being cut down or cut back within the <b>premises</b>;</p> <p><b>Loss or damage</b> to gates, fences, hedges and railings by fallings trees or branches;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
Subsidence or Heave of the site on which the building stands, or Landslip.	<p><b>Loss or damage</b> to:</p> <ul style="list-style-type: none"> <li>• Swimming pools, ornamental ponds, fountains, septic tanks, central heating fuel tanks, tennis courts, walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths; unless the main building of the <b>property</b> is damaged at the same time by the same cause;</li> <li>• Solid floor slabs unless the foundations of the load bearing walls of the <b>property</b> are damaged at the same time and by the same cause;</li> </ul> <p><b>Loss or damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Construction, demolition, ground works, excavation, structural alteration or repair, maintenance, redecoration, faulty workmanship or the use of defective materials;</li> <li>• Normal settlement or bedding down, shrinkage, expansion, settlement of newly made up ground, or coastal or riverbank erosion;</li> </ul> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>;</p> <p><b>Loss or damage</b> resulting from a reduction in value following a repair.</p>
Escape of Oil from any fixed domestic heating installation.	<p><b>Loss or damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Gradual emission;</li> <li>• Rust, corrosion or other wear, tear and deterioration;</li> <li>• Subsidence, heave or landslip;</li> <li>• Faulty workmanship or the use of defective material;</li> </ul> <p><b>Loss or Damage</b> to fixed fuel-oil tanks in the open or to the apparatus from which oil has escaped from;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<b>Accidental damage.</b>	<p>The cost of maintenance or normal redecoration.</p> <p><b>Loss or damage</b> from:</p> <ul style="list-style-type: none"> <li>• Settlement, shrinkage or expansion;</li> <li>• Insects, vermin, domestic pets;</li> <li>• Scratching or denting;</li> <li>• Damp, fungus, wet or dry rot, mildew;</li> <li>• Atmospheric or climatic conditions, frost, the effect of light;</li> <li>• Rust, corrosion, wear, tear or depreciation, or other gradually operating cause;</li> </ul> <p><b>Loss or damage</b> caused by persons you employ to carry out maintenance or repair work, and anything specifically excluded elsewhere under section 1 Buildings;</p> <p>Subsequent or consequential <b>loss or damage</b> where the initial cause of the <b>loss or damage</b> is not covered;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>



## C: Extension of Cover

What is Covered	What is Not Covered
<p>Underground Services</p> <p><b>Accidental Damage</b> to underground services supplying the buildings for which the insured is responsible including the cost of breaking into and repairing the pipe between the main sewer and the building following a blocked pipe.</p>	<p><b>Loss or damage</b> which you are not legally responsible to repair;</p> <p><b>Loss or damage</b> caused:</p> <ul style="list-style-type: none"> <li>• By rust, corrosion or other wear, tear or deterioration;</li> <li>• Whilst clearing or attempting to clear a blockage;</li> </ul> <p><b>Damage</b> due to a fault or limit of design, manufacture, construction or installation or by gradual deterioration which has caused an installation to reach the end of its serviceable life;</p> <p><b>Damage</b> to pipes made from pitch-fibre material;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>
<p>Glass</p> <p><b>Accidental</b> breakage of fixed glass in the walls, doors and roofs including double glazing, sanitary fixtures and fittings, and fixed ceramic hobs in the building.</p>	<p>The replacement cost of any part of the item other than the broken glass;</p> <p><b>Loss or damage</b> to tiles;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>
<p>Loss of Rent or Alternative Accommodation</p> <p><i>Loss of rent receivable or payable including up to 2 years ground rent or reasonable additional expenses of comparable alternative accommodation - whilst the insured <b>private dwelling</b> shown on the <b>certificate</b> is rendered uninhabitable, or whilst access to the insured <b>private dwelling</b> is denied, as a result of <b>damage</b> insured by this section.</i></p>	<p>Any amount in <b>excess</b> of 30% of the <b>sum insured</b> on the buildings;</p> <p>Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation;</p> <p>If the <b>private dwelling</b> was <b>empty or unoccupied</b> at the time of the incident</p>
<p><i>NB: Provided that each individual payment due for a flat may be adjusted according to the percentage contribution made by the individual flat towards the total management charges and/or ground rent of a block of flats or housing development.</i></p>	
<p>Replacement of locks and keys</p> <p><i>The reasonable cost of replacing keys and locks to any external door following a theft of their keys inside of the <b>premises</b>.</i></p>	<p>Any amount in excess of £250 for each and every claim;</p> <p>Keys and locks of any shop, office, store or similar pertaining to the building;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>
<p><b>Accidental</b> loss of oil and metered water</p> <p><i>We will pay for <b>accidental</b> and sudden loss of domestic heating oil and metered water.</i></p>	<p>Any amount in excess of £500 for each and every claim;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>
<p>Emergency Access.</p> <p><i>We will pay the costs incurred following <b>damage</b> to the buildings caused by the police, or persons acting under their control, in gaining access to the building as a result of concern for the welfare of the <b>resident</b> or to combat <b>damage</b> caused by an insured peril to the property.</i></p>	<p>Any amount in excess of £1,000 in any one <b>period of insurance</b>;</p> <p><b>Loss or damage</b> resulting from unlawful activities, and <b>damage</b> caused by the police in the course of criminal investigations;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>

## B: Perils Insured (Continued)

What is Covered	What is Not Covered
<p>Landscaped Gardens.</p> <p><i>We will pay for <b>loss or damage</b> to landscaped gardens through the actions of emergency services while attending the insured <b>property</b> due to <b>damage</b> insured by this <b>policy</b>.</i></p>	<p>Any amount in excess of £1,000 for each and every claim;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>;</p> <p><b>Loss or damage</b> resulting from unlawful activities by persons legally on the <b>premises</b>;</p> <p><b>Loss or damage</b> caused by police during the course of a criminal investigation.</p>
<p>Trace and Access.</p> <p><i>The reasonable costs incurred by you in locating the source and subsequent making good of <b>damage</b> under section 1, subsection Escape of Water and Underground Services.</i></p>	<p>Any Amount in excess of £2,500 for any one claim;</p> <p>Any Amount in excess of £25,000 for any one <b>period of insurance</b>;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<p>Additional Expenses.</p> <p><i>The undernoted costs necessarily incurred in reinstatement as a result of <b>damage</b> insured by this section:</i></p> <ul style="list-style-type: none"> <li>a) <i>Architects', surveyors', engineers' and legal fees;</i></li> <li>b) <i>The cost of clearing debris from the site or demolishing or shoring up or boarding up any part of the building;</i></li> <li>c) <i>Extra costs incurred in order to comply with government or local authority requirements.</i></li> </ul>	<p>Expenses incurred in preparing any claim under this <b>policy</b>;</p> <p>Any costs for complying with requirements notified before the <b>damage</b> occurred.</p>
<p>Theft or Malicious Damage to Fixed Fabric of the <b>Property</b>.</p> <p><i>Theft or Malicious Damage to the fixed fabric of the <b>property</b>, including external CCTV equipment and security lighting, to the insured buildings.</i></p>	<p>Any amount in excess of £2,500 in respect for any one claim;</p> <p><b>Loss or damage</b> by You, any member of your family, <b>employee</b>, <b>residents</b> or any other persons lawfully on the <b>premises</b>;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>

## D: Special Provisions – Buildings

### 1. Automatic reinstatement of cover following a loss

The **sum insured** on buildings will not be reduced following payment of a claim.

### 2. Contracting purchaser

If at the time of a claim you have contracted to sell your interest in the buildings, the buyer will have the benefit of this **policy** as long as the purchase is completed.

## E: Clauses and Conditions Specific to Section 1

### ● Unoccupied Properties

When a **property** becomes **empty or unoccupied**, conditions under “Empty or Unoccupied Property” page 20 must be met, failure to do so will invalidate any claims made.

### ● Maintenance

It is a condition of this contract that there is no cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair.

### ● Extensions and Alterations

During the **period of insurance we** will increase the **sum insured** by this section whenever extensions or alterations increase the rebuild value, provided that this does not exceed 10% of the **sum insured. we** will not charge the extra premium during the **period of insurance**, but you must advise your broker or agent 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 the reinstatement at all times.

### ● Mortgage or Other Interests

In addition, **we** will protect the interest of the mortgagee(s) or lessor(s) (the lenders), 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 lenders, provided the lenders tell **us** in writing immediately after they become aware thereof, and pay any reasonable extra premium.

### ● 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. No additional premium will be required for the duration of the **policy**. On renewal the premium will be based on the adjusted **sum insured** using the latest index figures.

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 rebuild or repair is carried out without delay.

## Section 2 – Contents

### A: What is Insured?

Landlord’s contents comprises of furniture, carpets, furnishings, household goods, including audio, hi-fi, televisions, telecommunication or video equipment, television or radio signal receiving apparatus, but not mobile phones, laptops or similar portable electronic equipment, documents, tenants **property**, money or any articles of gold, silver or other precious materials, jewellery or other personal items.

Provided that they;

- Belong to you or you are legally responsible for them;
- Are contained in the insured **property** or in the **communal parts** of the insured **property**;
- Are provided by you for use by your tenants or for use in connection with the maintenance of the insured **property**.
- Are detailed in the landlord’s **property** inventory, which is part of the tenancy agreement.

Please note; this **policy** does not cover **damage** from wear, tear or deterioration, or theft and malicious **damage** by tenants

### B: Perils Insured

What is Covered	What is Not Covered;
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	<b>Loss or damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under “Empty or Unoccupied” page 20 are met.
Theft or attempted theft consequent upon violent and forcible entry to or exit from the <b>property</b> .	<b>Loss or damage:</b> <ul style="list-style-type: none"> <li>• By persons lawfully on the <b>premises</b>;</li> <li>• To landlord’s contents found in the open;</li> <li>• Whilst the <b>property</b> is <b>empty or unoccupied</b>;</li> </ul> Any amount in excess of £500 or 3%, whichever is the greater, of the <b>sum insured</b> , for contents within detached domestic outbuildings and garages.
Riot, civil commotion, labour and political disturbances and strikes.	<b>Loss or damage</b> by you, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Malicious <b>Damage</b> and vandalism.	<b>Loss or damage:</b> <ul style="list-style-type: none"> <li>• By you, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b>;</li> <li>• As a result of the <b>property</b> being used for illegal activities;</li> <li>• Whilst the <b>property</b> is <b>empty or unoccupied</b>.</li> </ul>
Impact.	<b>Loss or damage</b> caused by domestic pets or trees being cut down or cut back within the <b>premises</b> ; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Storm or Flood.	<b>Loss or damage</b> Caused by: <ul style="list-style-type: none"> <li>• Frost;</li> <li>• A change in the water table;</li> <li>• Wet or dry rot, rust corrossions or other wear, tear and deterioration;</li> </ul> <b>Loss or damage</b> to contents left in the open; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .

What is Covered	What is Not Covered
Subsidence or heave of the site on which the building stands, or Landslip.	<p><b>Loss or damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Construction, demolition, ground works, excavation, structural alteration or repair, maintenance, redecoration, faulty workmanship or the use of defective materials;</li> <li>• Normal settlement or bedding down, shrinkage, expansion, settlement of newly made up ground, or coastal or riverbank erosion;</li> </ul> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
Escape of water from domestic fixed water systems, pipe or appliance and <b>damaged</b> to such by freezing.	<p><b>Loss or damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Wet or dry rot, rust, corrosion, gradual emissions, or other wear &amp; tear, deterioration;</li> <li>• Faulty workmanship or the use of defective material;</li> <li>• Subsidence, heave or landslip;</li> </ul> <p><b>Loss or damage</b> to anything not within the boundary of the <b>property</b> or outbuildings;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
Falling aerials, satellite dishes, their fittings or masts.	<p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
Escape of Oil from any fixed domestic heating installation.	<p><b>Loss or damage</b> caused by:</p> <p>Gradual emission, faulty workmanship, subsidence, heave or landslip, rust, corrosion or other wear, tear and deterioration;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<b>Accidental damage.</b>	<p><b>Loss or damage</b> from:</p> <ul style="list-style-type: none"> <li>• Settlement, shrinkage or expansion;</li> <li>• Insects, vermin, domestic pets;</li> <li>• Scratching or denting;</li> <li>• Damp, fungus, wet or dry rot, mildew;</li> <li>• Atmospheric or climatic conditions, frost, the effect of light;</li> <li>• Rust, corrosion, wear, tear or depreciation, or other gradually operating cause;</li> </ul> <p><b>Loss or damage</b> caused by persons you employ to carry out maintenance or repair work, and anything specifically excluded elsewhere under section 1 Buildings;</p> <p>Subsequent or consequential <b>loss or damage</b> where the initial cause of the <b>loss or damage</b> is not covered;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>

## C: Extension Of Cover

What is Covered	What is Not Covered;
<p>Mirrors and Glass</p> <p><b>Accidental</b> breakage of mirrors, glass and ceramic hobs or fixed glass in furniture and domestic appliances including glass in television or audio equipment in the insured <b>property</b> in the building.</p>	<p>The replacement cost of any part of the item other than the broken glass;</p> <p><b>Loss or damage</b> to Tiles or Light Fittings;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<p>Landlord's contents in the open</p> <p><b>Loss or damage</b> caused by perils insured under this section to Landlord's contents in the open within the insured <b>property</b>.</p>	<p><b>Loss or damage</b> to Hi-Fi, Television, Telecommunication, Video/Radio Equipment or Plants;</p> <p>Any amount in excess of £250;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<p>Loss of Rent or Alternative Accommodation</p> <p>Loss of rent receivable or payable including up to 2 years ground rent or reasonable additional expenses of comparable alternative accommodation - whilst the insured <b>private dwelling</b> shown on the <b>certificate</b> is rendered uninhabitable, or whilst access to the insured <b>private dwelling</b> is denied, as a result of <b>damage</b> insured by this section.</p>	<p>Any amount in excess of 30% of the <b>sum insured</b> on Contents;</p> <p>Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation;</p> <p>If the <b>private dwelling</b> was <b>empty or unoccupied</b> at the time of the incident</p>
<p>Landlord's Gardening Equipment</p> <p><b>Loss or damage</b> caused by perils covered under this section to Landlord's gardening equipment whilst in any locked outbuilding at the insured <b>property</b>.</p>	<p>Theft, unless entry was gained or exit made by violent and forcible means;</p> <p>Any amount in excess of £1,000;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<p>Loss of Oil</p> <p>Sudden loss of or damage to heating oil contained in the heating installation, its tank, pipe-work or fittings on the site on which the buildings stand.</p>	<p>Loss due to any alleged shortfall in delivery or supply;</p> <p>Any amount in excess of £1,000;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>

## D: Special Provisions to Section 2

- Automatic Reinstatement of cover following a loss.

The **sum insured** on landlord's contents will not be reduced following a payment of a claim.

## E: Exclusions Specific to Section 2

**Loss or damage** to:

- Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;
- Property** which is insured by another policy;
- Any **property** of a **resident**;
- Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, mobile phones, laptops clothing and personal effects;
- Money, bank or currency notes, cheques, credit cards, certificates, bills of exchange, promissory notes, securities or documents of any kind;
- Any one curio picture or other work of art valued in excess of £1,000;

Are excluded under section 2 – Contents.

## Section 3 - Legal Liabilities

### A: Who is Insured?

You are insured against all sums that you shall become legally liable to pay as damages and claimants costs and expenses arising out of:

a) **Accidental** injury to any person;  
or

b) **Accidental** loss of or **damage** to material property;

occurring during the **period of insurance** and happening in connection with the **business** within the territorial limits.

For the purpose of this definition Territorial Limits are Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The most **we** will pay for claims for one accident or series of accidents, from one cause, is the Limit of Indemnity which is £5,000,000 plus other costs incurred with **our** written consent, but not:

- a) Injury to any **employee**;
- b) **Damage** to property which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to you;
- c) Injury, **loss or damage** caused by or in connection with or arising out of the ownership, possession or use by you or on your behalf of:
  - Any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air;
  - Any mechanically-propelled vehicle or trailer attached thereto, except used within the grounds of the **property**, of any such vehicle not licensed for road use and not constructed for the conveyance of passengers, provided that no other **policy** covers the liability. This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading there from by any person other than the driver or attendant of the vehicle:
    - i) Liability arising from any agreement, unless liability would have attached in the absence of such agreement.

In addition, **we** will also pay for:

- a) All other costs and expenses incurred with **our** written consent;  
and
- b) The legal costs and expenses incurred with **our** written consent for the defence of prosecutions brought under sections 36 or 37 of the Health and Safety at Work etc Act 1974\* or any alleged offence as detailed in section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31\* including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health safety and welfare of persons other than **employees** but not:
  - Fines or penalties;
  - Legal costs or expenses insured by any other policy.

## **B: Extension 1 – Additional Persons Insured**

**We** will also insure in the terms of this section:

- a) Your legal personal representatives in the event of your death;
- b) The owner or lessee of any **property**;
- c) If you so request, any of your directors or **employees** as though each had been insured separately provided that:
  - Such persons observe the terms of the **policy** insofar as they can apply;
  - **We** retain the sole conduct and control of all claims;
  - The most **we** will pay for claims for one accident or series of accidents from one cause, is the Limit of Indemnity shown in the **certificate** plus other costs incurred with written consent, but not:
    - i) Liability of any **resident** incurred solely as occupier of his/her **property**;
    - ii) Liability of your directors or **employees** for which you would not have been covered if the legal action had been brought against you.

## **C: Extension 2 – Defective Premises Act**

**We** insure (subject otherwise to the terms of this **policy** section) your liability under section 3 of the Defective Premises Act 1972\* or section 5 of the Defective Premises (Northern Ireland) Order 1975\* in respect of:

- a) The parts of any **property** formerly owned or leased by you and occupied solely for private residential purposes.
- b) Any **private dwelling** formerly owned or leased by the owner or lessee of any flat provided that:
  - At the time of the incident giving rise to the liability, you have sold that **private dwelling** or flat but not **Damage** to the **premises** disposed of;
  - No other **policy** covers the liability.

The cover under this extension continues for seven years from the date of disposal of the **premises**, provided you do not have this cover under another policy.

## **D: Extension 3 – Cross Liabilities**

If more than one person is referred to in the **certificate**, each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately.

Provided that:

The most **we** will pay for claims for one accident or series of accidents from one cause is the limit of indemnity shown in the **certificate** plus other costs incurred with **our** written consent.

## **E: Limit of Indemnity - £5,000,000**

The Limit of Indemnity under this section shall not exceed £5,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by you with insurers' written consent in the defence of any such claim.

## **F: Employers Liability - £10,000,000**

This **policy** will cover you for **accidental** death, **bodily injury**, illness or disease to any domestic **employee** up to £10,000,000. Refer to 1- 5 in this section.

\* And any amended legislation.



# Policy Conditions and Exclusions which apply to the whole of your policy

## A: Conditions

### 1. Avoidance of Policy

This **policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

### 2. Precautions

You must at all times:

- a) Take all reasonable precautions to prevent loss, destruction, **damage**, accident or **bodily injury**;
- b) Keep the **premises, property**, contents and other maintainable **property** which is insured by this **policy** in a good state of repair;
- c) Comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations;
- d) As soon as possible after discovery, make good or remedy any defect or danger and take any precautionary measures as required;
- e) Exercise due care in the selection and supervision of **employees** and tenants;
- f) During any period of unoccupancy, the insured **property** must be inspected no less than once in every 7 days by either you or your appointed representative. Please note that it is your responsibility to inform the insurer of when your **property** is **empty or unoccupied**.

**We** will not pay for claims if these precautions are not met.

This **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear. It is your responsibility to ensure that all **property** insured is maintained in good repair.

### 3. Cancellations

**We** shall not be bound to accept any renewal of this **policy** and may at any time give 14 days' notice of cancellation by recorded delivery to your last known address. Thereupon you shall be entitled to the return of a proportionate part of the premium paid, in respect of the unexpired term of this **policy**, provided that there have been: a) No claims made under the **policy** for which **we** have made a payment; b) No claims made under the **policy** which are still under consideration; c) No incident likely to give rise to a claim but is yet to be reported to **us** during the current **period of insurance**.

This termination shall be without prejudice to any of your or **our** rights or claims prior to the expiration of such notice.

### 4. 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.

### 5. Contribution

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

### 6. Fraud

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

- a) Make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;
- b) Make a statement in support of a claim knowing the statement to be false in any respect;
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect;
- d) Make a claim in respect of any **loss or damage** caused by your wilful act or with your deception;

Then we:

- Shall not pay the claim;
- Shall not pay any other claim which has been or will be made under the **policy**;
- May, at **our** option, declare the **policy** void;
- Shall be entitled to recover from you the amount of any claim already paid under the **policy** since the last renewal date;
- Shall not make any return of premium;
- May inform the police of the circumstances.

## 7. Sum Insured

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

- a) You implement any risk improvement measures that **we** require within the agreed timescales;
- b) Pay any additional premium if required.

## 8. Underinsurance

The **sum insured** by each item or section of this **policy** is declared to be separately subject to this underinsurance condition. If such sum shall at the commencement of any **damage** be less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by the **company** in respect of such **damage** shall be proportionately reduced.

## 9. Changes in Risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, destruction, **damage**, **accidental bodily injury** or liability covered by this **policy**, including (but not limited to):

- a) Your interest ceasing other than by death;
- b) The **business** being wound up or carried on by a liquidator or receiver or permanently discontinued;
- c) The **property**, as specified on the **certificate**, becomes let under different circumstances;
- d) Any alteration being made either in the **business** or in the **premises** or in any **property** or in any other circumstances;
- e) If the **property** will be **empty or unoccupied**;
- f) If you no longer intend to let the **property**;
- g) If you intend to carry out any form of renovation or building works on the **property**;
- h) If the **property** is no longer used solely for private residential purposes.

If you are in any doubt, please contact Discount Insurance or your insurance intermediary/broker. This **policy** will become voidable from the date of any such change in circumstances unless **we** agree otherwise in writing.

## 10. Protections

It is a condition precedent to the liability of the **company** in respect of any claim arising from fire, theft or malicious **damage** that in so far as you are responsible for them you must at all times ensure that:

- a) Security devices are put into full and effective operation whenever the **property** is left unattended;
- b) Fire break doors and shutters in the **property** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except when the **premises** are attended;
- c) Fire extinguishers, sprinkler systems and fire alarms are maintained in efficient working order;
- d) Alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

## 11. Inspections

The **property** must be inspected both externally and internally at least every 6 months by you or your representative, to confirm that the **property** is maintained in a good state of repair, notwithstanding the requirements of subsection 4 'Empty or unoccupied **Property**' of Sections 1 and 2. Records of these inspections must be kept and made available to **us** on request.

A property care guide is available on our website [www.discountinsurance.co.uk/mainclause](http://www.discountinsurance.co.uk/mainclause)

## 12. Cooking and Heating Appliances

No cooking is to be undertaken inside any part of the building insured by this **policy** other than in such areas which have been constructed and equipped as domestic kitchens. No portable heating appliances, other than portable electric heaters where there are no visible heating elements, are to be used in any part of the insured **property**.

## 13. Gas and Electric Installations

All gas and electric appliances and installations at the insured **property** must be regularly inspected by you or a responsible person acting on your behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/work undertaken should be kept, so as to produce to the insurers upon request.

## 14. Tree Pruning Condition

All trees and Shrubs within seven (7) meters of the **property** which are three (3) meters tall or more, must be, triennially by a tree surgeon or similar professional, at the insured's expense:

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

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

## 15. Annual Leave

When the **resident/tenant** is away from the **property** due to annual leave; the water supply must be turned off from the mains. Period of annual leave should not exceed 30 consecutive days.

## 16. Buildings Regulation and local authority approval

This policy is issued on the basis that, where required, the Insured has 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.

## 17. Chimney Clause

It is your duty to ensure that:

- All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within thirty (30) days of the inception date of this contract of insurance or not more than six (6) months since the last time they were professionally cleaned, whichever is the sooner. Thereafter you must have them cleaned at not more than 6 monthly intervals.
- You must keep in your possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this contract of insurance) for a period of eighteen (18) months. You will have to produce them for **our** inspection if **we** ask for them.
- For the purpose of this contract of insurance "professionally" shall refer to an individual or company who are members of a recognised trade body.

If you fail to comply with any of the above duties this contract of insurance may become invalid in respect of loss or damage caused by fire.

## 18. Direct Debit

If you pay the premium to **us** using the Discount Insurance Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the **policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal. If you decide that you do not want **us** to renew the **policy**, as long as you tell **us** before the next renewal date, **we** will not renew it.

Our right to renew this **policy** does not affect your cancellation rights detailed on page 1 of this **policy**.

## 19. Several Liability Notice

The subscribing Insurers' obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

## 20. More than one private dwelling

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

## 21. The Underwriter(s) Rights

**We** may enter any part of the property affected by a claim and take possession of it. You cannot abandon property to **us** or the **underwriter(s)**. **We** may, in your name 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.

## B: Exclusions

The following exclusions are applicable to all sections of your **policy**.

**We** will not pay for the following:

1. Any reduction in value;
2. Consequential (indirect) loss of any kind;
3. Any loss, **damage**, liability or injury that happens outside the **period of insurance**;
4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design;
5. Loss, **damage** or liability resulting from any **business**, trade or profession other than the letting of the insured **property** by this **policy**;
6. **Loss or damage** directly or indirectly caused by:
  - Deliberate or criminal acts by you, any member of your family or your domestic **employees, resident** or any other person legally on the **premises** or with the deception of any of these persons;
  - Gradual causes including deterioration or wear and tear;
  - Mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, corrosion, rust, damp or settlement;
  - Leaks from cracking, fracturing, collapse or failure of sealants and joints;
  - Any process of cleaning, repair or alteration;
  - Disappearance, unexplained loss, misfiling or misplacing of information;
  - To **property** undergoing any process of heat;
  - Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority;
  - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - Vermin, insects or chewing, scratching, tearing or fouling by pets or domesticated animals;
  - Electrical or mechanical failure or breakdown;
  - Faulty or defective workmanship, materials or design;
  - Maintenance and normal redecoration;
  - The failure of a computer chip or computer software to recognise a true calendar date;
  - Computer viruses;
  - Ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
  - War, revolution or any similar event;
  - Pre-existing **damage** occurring before the cover under your **policy** started;
  - Losses not directly associated with the incident that caused you to claim;
  - **Damage** arising from activities of contractors;
  - **Pollution or contamination** which was:
    - The result of a deliberate act;
    - Expected and not the result of a sudden, unexpected and identifiable incident.

7. **We** will not pay for any claim arising directly or indirectly from an act of **terrorism**.  
In any action, suit or other proceedings where **we** allege that by reason of this exclusion damage or any cost, expense or consequential loss is not covered by this **policy** the burden of proving that such damage, cost, expense or consequential loss is covered is upon you.
8. Illegal Activities Exclusion  
This insurance **policy** does not cover for any loss, **damage** or liability caused as a result of the insured **property** being used for illegal activities and **we** will not pay for any claim arising from such loss;
9. There is no cover where **damage** happens whilst the **property** is not maintained or is not in a good state of repair;
10. **We** will not pay for any claim arising from burst pipes or tanks caused by freezing, unless all pipes and tanks in the insured **property** are insulated or lagged or within insulated areas;
11. Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos;
12. The cost of cleaning up, or removal of, or **damage** to **property** or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this **policy**);
13. **Damage** for **bodily injury** or **damage** to **property** unless the action is brought in a court of law in a member state of the European Union;
14. This **policy** does not cover diminution of market value beyond the cost of repair or replacement;
15. **Damage** is limited to Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them) when the **property** is occupied by squatters;
16. The legal or other cost of removing squatters from the **property** is not insured under this **policy**.

## Empty or Unoccupied Property

**We** must be notified as soon as possible whenever a **property** becomes **empty or unoccupied**. **We** shall have the right to change the terms and conditions of your **policy** and you must implement any risk improvement measures that **we** require within the agreed timescales and pay any additional premium if required.

The cover under your **policy** is restricted whilst your **property** becomes **empty or unoccupied** as stated under Section 1 and 2 within "What is not Insured".

**We** will not pay for any claim arising from the perils Fire, Lightning, Earthquake, Explosion and Aerial vehicles under this **policy** in respect of any **property** or part of **property** which is **empty or unoccupied** unless:

- The **premises** are inspected internally and externally at least once during each 7 days by you or your appointed representative; and
- The water, gas and electricity supplies are turned off at the mains and the water system drained but the electricity supply may be left on if required for security alarm or other security devices; and
- Door, door locks and windows identified as being suitable for external use must be fitted and operative at all times; and
- All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by you.

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

## Important

Cover to this **policy** will be limited to Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them) as soon as the **property** becomes **empty or unoccupied**, unless the endorsement 14 "30 days unoccupancy cover" or endorsement 19 "Extended Cover on an Unoccupied Property" is noted on the **certificate**.

## Our complaints procedure

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

If you have a complaint about your claim, please telephone us on the number shown in your claims documents. Alternatively you can write to us at the address shown below or email us through our website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints).

Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

Customer Service Advisor  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

If your complaint is about the way your policy was sold to you, please contact your insurance agent to report your complaint.

We promise to:

- Try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days;
- Tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- Aim to resolve your complaint within 20 working days. If this is not possible for any reason, we will write to let you know when we will contact you and provide you with our final response.

### Financial Ombudsman Service

You may be able to pass your complaint to the Financial Ombudsman Service if you are not satisfied with our final response, or if we have not issued our final response within 8 weeks from you first raising the complaint. The Financial Ombudsman Service is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the actions mentioned above, it will not affect your right to take legal action.

## Prudential Regulation Authority & Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk), which include a register of all the firms they regulate. Or you can phone them on 0800 111 6768

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 4100.

## Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your** insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance advisor if **you** would like more information about how they use **your** personal information.

### Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

### Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

**We** will only keep **your** information for as long as necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full privacy Policy for more information.

### **Use and storage of your information overseas**

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### **Your rights**

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of your personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

### **Text for Notice to Policyholders**

**We** have updated **our** Privacy Policy to incorporate changes in the way **we** collect, store and process **your** data and who **we** may share this with. Please refer to the Privacy Notice in your policy wording. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

### **Text for Proposal Forms, Questionnaires**

For details of how **we** collect, use and store **your** personal data – please refer to the Privacy Notice in **your** policy wording. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).



## Settling Claims

### Buildings Section

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**We** will decide whether to repair, replace or reinstate the damaged part of the buildings. **We** may do this by using one of **our** suppliers. **We** will pay the full cost of the work, including any professional, demolition or local-authority costs or fees **we** have agreed, as long as the work is finished without delay; however, **we** will not pay more than the cost of the repair or replacement or any amount in excess of the declared **sum insured**. If the repairing or replacing is not carried out, **we** will pay the amount by which the **property** has gone down in value as a result of the **damage** or the estimated cost of repair, whichever is lower.

**We** will take off an amount for wear and tear if the buildings or any part of a building is not properly maintained or in a good state of repair.

### Contents Section

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**We** will pay the full cost of replacing or repairing any damaged **property** as new. **We** may do this by using one of **our** suppliers. If the item cannot be repaired or replaced, **we** will pay the cost of an equivalent replacement.

**We** will take off an amount for wear and tear:

- On household linen;
- For property that does not belong to you but **you** are legally responsible for, unless you are legally bound to replace the property, as new, under the terms of an agreement. The **sum insured** for landlord's contents will not be reduced following payment of a claim.

## Claims Settlement

Following **damage** by an insured peril, and subject to the adequacy of the **sum insured**, **we** will pay the full cost of repairing or replacing the damaged **property**/buildings or contents. The most **we** will pay is the limits shown in the **policy** or the **sum insured** shown in your **certificate**.

When **we** pay your claim **we** will take off the **excess** shown in your **certificate**.

**We** can choose to settle your claim by replacing, reinstating, repairing or by payment. If **we** are able to replace, payment will be limited to the cost of replacement by **our** preferred supplier. **We** will not pay for **property** that does not belong to you, unless you are legally responsible for the cost of replacement, as new, under the terms of a valid agreement.

**We** may proportionally reduce the amount paid if **we** find the **sum insured** to be inadequate. Please see **policy** conditions and exclusions, 7. Underinsurance on page 17.

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

If the **property** is damaged by any peril insured then **we** will either:

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

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

The maximum amount payable in any **period of insurance** in respect of **damage** to the **property** by the perils insured plus additional expenses shall not exceed the **sum insured** shown in the **certificate** as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the perils insured.

## Policy administration

In order to administer your insurance **policy** and any claims made under this **policy we** may share personal data provided to **us** with other companies and with business partners including overseas companies. If we do transfer your personal data including where **we** propose a change of **underwriter we** make sure that it is appropriately protected.

## Claims history

Under the conditions of this **policy** you must tell **us** about any insurance related incidents such as fire, water **damage**, theft or an accident whether or not they give rise to a claim. When you tell **us** about an incident **we** will pass information relating to it to the relevant database. **We** may search these databases when you apply for insurance in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or **property** likely to be involved in the **policy** or claim.

## Fraud prevention & detection

In order to prevent and detect fraud **we** may at any time:

- a) Share information about **you** with other organisations including the police;
- b) Undertake credit searches;
- c) Check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) Checking details on applications for credit and credit related or other facilities;
- b) Managing credit and credit related accounts or facilities;
- c) Recovering debt and tracing beneficiaries;
- d) Checking details on proposals and claims for all types of insurance;
- e) Checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# Special Clauses and Policy Exclusions

The following clauses and exclusions are operative where indicated on the **certificate**.

## 1. Alarm/Security Clause

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It is a condition precedent to the liability of **insurer(s)** in respect of the peril of theft under this insurance, that:

- a) The burglar alarm system shall have been put into full and effective operation:
  - Whenever the **premises** specified on the **certificate** is left unattended;
  - At night when the **residents** retire for the night.
- b) The intruder alarm system shall have been maintained in good order throughout the period 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. Subsidence, Landslip or Heave Exclusion Clause

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

## 3. Flood Exclusion Clause

---

This insurance excludes claims under sections 1 and 2 resulting from:

- 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 peril.

## 4. Thatch Clause

---

It is your duty to ensure that:

- a) Where it is within your control you do not allow any bonfires/incinerators to be lit within fifty (50) metres of the **premises**.
- b) All old thatch and thatching is burnt at a distance of more than fifty (50) metres from the **premises**.
- c) No naked flames or tools producing naked flames be present in the attic or loft space at any time.
- d) Two fire extinguishers are kept in the home and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If you fail to comply with the above duties this contract of insurance may become invalid in respect of loss or damage cause by fire.

## 5. FLEA Clauses

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It is hereby noted and agreed that the **premises** insured hereunder are covered against **loss or damage** directly caused by the perils of fire, lightning, explosion, earthquake and aerial vehicles only.

## 6. Minimum Security Clause

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This contract of insurance does not cover theft from the private dwelling of the home unless the undernoted minimum protections are fitted.

- a) External doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system;
- b) Patio Doors – In addition to a central locking device, key operating bolts to top and bottom opening sections or a multi locking point system.
- c) Windows – Key operated security locks to all ground floor windows and other accessible windows.

## 7. Flat Roof Clause

---

It is your duty to ensure that under this contract of insurance that any areas of flat roof(s) shall be checked at your own expense at least every three (3) years by an individual or company who are members of a recognised trade body and any faults rectified. Copies of such inspections and repairs must be kept.

## 8. Monthly Payment Clause

---

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

---

## 9. 10% Fire Co-insurance Clause

---

Notwithstanding anything stated in this **policy** to the contrary, the Insured shall be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the peril Fire under section 1.

---

## 10. 25% Fire Co-insurance Clause

---

Notwithstanding anything stated in this **policy** to the contrary, the Insured shall be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the peril Fire under section 1.

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## 11. Holiday Home Clause

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- a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained; or
- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

Please note that **loss or damage** resulting from malicious persons, escape of water, theft and **accidental damage** to fixed glass and sanitary ware; occurring after the holiday home has been **empty or unoccupied** for 30 consecutive days or more, or whilst it is occupied by squatters, is excluded. This applies to both buildings and contents.

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

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## 12. Empty or unoccupied Clause

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It is a condition precedent to liability of the insurer to pay claims that, if a **property** is **empty or unoccupied**, then photographs of the **property** must be submitted within 14 days from inception or mid-term adjustment. 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.

---

## 13. Escape of Water Exclusion

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It is hereby noted and agreed that Escape of Water under section 1 and section 2 is excluded under the insurance cover.

---

## 14. 30 Days Unoccupancy Cover

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In consideration of the additional premium paid hereon, it is agreed that **we** must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. Failure to comply with any part of this section will invalidate a claim. The **policy** would not be limited to the perils Fire, Lightning, Earthquake, Explosion or Aerial vehicles in Section 1 or 2 during the first 30 days when the **property** becomes **empty or unoccupied**. The conditions under "Empty or Unoccupied Property", page 20, must be complied with. Minimum **excess** on this **policy** will be £2,500 for each and every claim.

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## 15. Damage Occasioned by the Tenant

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This policy will cover malicious damage and theft, by the tenant(s) named on the tenancy agreement, up to a maximum of £5,000 under section 1 building and section 2 contents. There must be a valid tenancy agreement in place and all legal tenants must be referenced and deemed suitable for tenancy at the start of the tenancy agreement.

It is a condition of this policy that all Malicious Damage and Theft incidents must be reported to the police for the claim to be considered. Loss, damage or liability caused as a result of the property being used for illegal activities is excluded under this policy.

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## 16. Accidental Damage to Section 1

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It is hereby noted and agreed that **accidental damage** under section 1, Building, is excluded under this insurance cover.

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## 17. Accidental Damage to Section 2

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It is hereby noted and agreed that **accidental damage** under section 2, Contents, is excluded under this insurance cover.

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## 18. Central Heating Condition

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Under paragraph "Empty or Unoccupied Property", page 20:

- a) The following condition is added: The central heating system must be set to operate continually at a minimum temperature of 13°C throughout the months of November, December, January and February;
- b) The following condition is deleted:
  - i) The water, gas and electricity supplies are turned off at the mains and the water system drained.

---

## 19. Extended Cover on an Unoccupied Property

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In consideration of the additional premium paid hereon, it is hereby noted and agreed that this insurance will not be limited to Perils Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles under section 1 or 2 (where applicable), when the **property** becomes **empty or unoccupied**. The conditions under Empty or Unoccupied Property, page 20, must be complied with. Minimum **excess** on this **policy** will be £2,500 for each and every claim.

---

## 20. Unoccupied Clause

---

It is hereby understood and agreed that if the **property** becomes **empty or unoccupied**, the insured **property** will be covered against **loss or damage** directly caused by the perils of Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles Only.

---

## 21. Third Party, Fire and Theft Endorsement

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It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Subsection B: Perils Insured, Fire; explosion; lightning; earthquake; smoke; aerial vehicles; theft; legal liability to others and legal liability for accidents to domestic **employees** under section 1 and 2.

---

## 22. Third Party, Fire, Flood and Theft Endorsement

---

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Subsection B: Perils Insured, Fire; explosion; lightning; earthquake; smoke; aerial vehicles; flood; theft; legal liability to others and legal liability for accidents to domestic **employees** under section 1 and 2.

---

## 23. Theft of Metals Clause

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**We** will not be liable for any amount in **excess** of £2,500 in respect of **damage** caused by or arising from theft of or **damage** from metals being stolen from the **property**, which includes, but not limited to metal pipes, wires, radiators, boilers and lead on roof.

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## 24. Electrical Safety checks

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All electrical appliances over 3 years old must be PAT tested yearly.

Electrical Inspection on the **property** should be carried out every 3 years and supplied with a **certificate**.

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## 25. Terrorism Inclusion Clause

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**Loss or Damage** due to **terrorism** is included.

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## 26. HMO Regulations and conditions clause

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You must meet all current local and national authority regulations governing rented accommodation. Furthermore the following conditions will apply;

the bedroom(s) must not be used for cooking food, other than for making tea and coffee;  
the bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters;

all rubbish stored in the property must be removed each week

If you do not meet these regulations, and a claim happens, **we** may decide not to pay the claim.

---

## 27. Increased Unoccupancy Period

---

In consideration of the additional premiums paid hereon, it is agreed that we must be notified as soon as possible, but in any event within 60 days, whenever a property becomes empty or unoccupied.

Failure to comply with any part of this section will invalidate a claim. Normal terms and conditions of unoccupancy will still apply.

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## 28. Fixtures & Fittings

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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**.

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## 29. 90 Days Unoccupancy Cover

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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.

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

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

**DISCOUNT**  
**insurance**

**Ask about our Insurance products & services; which include:**

LANDLORD BUILDINGS AND CONTENTS INSURANCE

OWNER OCCUPIED

LANDLORD RENT & LEGAL PROTECTION

COMMERCIAL PROPERTIES INSURANCE

COMMERCIAL BUSINESS OWNER INSURANCE

TENANT CONTENTS INSURANCE

UK HOLIDAY HOMES

CARAVAN INSURANCE

TENANTS REFERENCING

**DISCOUNT INSURANCE**

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