

# Landlords Insurance



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## Introduction

Thank you for choosing Midas Landlords.

Your Policy wording, Policy Schedule and any Endorsements are all part of the Policy. Your Policy is evidence of the contract of insurance. You should read it carefully and keep it in a safe place.

In return for having accepted Your premium We will in the event of Injury, loss or damage happening within the Period of Insurance provide insurance as described in the following pages and referred to in Your Schedule.

For the contract to be valid all the information You have given Us as part of Your application must be true and complete to the best of Your knowledge and belief otherwise Your Policy may not protect You in the event of a claim.

The insurance relates ONLY to those sections of the Policy which are shown in the Schedule as being included.

The written agreement allows Midas Underwriting Limited to sign and issue this Policy on behalf of AXA Insurance UK plc.

### **We recommend You read this Policy carefully**

It is arranged in different sections. It is important that:

- You are clear which sections You have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand Your own duties under each section and under the insurance as a whole.

Please contact Your broker or agent immediately if this document is not correct or if You would like to ask any questions.

### **Main Business of Insurer Statement**

AXA Insurance UK plc Registered in England and Wales No 78950. Registered office:  
5 Old Broad Street, London, EC2N 1AD.

A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

# IMPORTANT NOTICE

**Your** insurance **Policy** covers the cost of unexpected loss or damage. It does not cover:

- wear and tear
- maintenance costs e.g. loose roof tiles
- damage **that happens over time e.g. damp, rot and damage from vermin**
- deliberate loss or damage (loss or damage caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by You)

It is a condition of **Your Policy** that **You** keep **Your** property in a good repair and take reasonable steps to avoid loss or damage.

## Definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this insurance.

**Accidental Damage** - Damage caused suddenly as a result of an unexpected, unforeseen and non-deliberate external force.

**Bodily Injury** - A physical injury, death or disease that is caused by a sudden, unexpected, external and visible event.

**Buildings** - The structure of the **private residence** and its permanent fixtures and fittings (excluding polytunnels and similar structures) but including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges
- permanently installed swimming pools and hot tubs but not their covers
- permanently connected drains, pipes, cables, service tanks, central heating oil tanks, wind turbines, solar panels and ground source heating pumps all sited within the boundaries of the land belonging to **Your Home**.
- **Outbuildings**

**Domestic Staff** - A person employed to carry out domestic duties associated with Your Home and not employed by You in any capacity in connection with any trade profession or employment.

### Electronic Equipment

- any computer equipment, system or software
- any product, equipment or machinery containing, connected to or operated by means of a data processor chip

**Electronic Failure** - Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **Electronic Equipment**, whether belonging to **You** or not, to correctly recognise, accept, respond to or process any data or part of a data or any data or instruction.

## Definitions (continued)

**Endorsement** - A change to the terms and conditions of this insurance as shown on Your Schedule.

**Europe** - Anywhere in Europe, Jordan, Madeira, the Canary or Mediterranean Islands and those countries bordering the Mediterranean.

**Excess** - The first part of each and every claim You have to bear as stated in the Policy wording unless otherwise stated by Endorsement within the Policy Schedule. If more than one Policy section is affected by the same claim only one excess will be deducted. If the Excesses under each section are different the higher excess will be deducted.

**Flood** - Overflowing or movement of a body of water (volumes, weight or force of which are substantial and exceptional beyond normal limits) which enters a property rapidly from an external source from outside the **Buildings**

The following does not constitute **Flood**:

- a) water escaping from a main, drain, sewer, pipe or similar from inside the building (unless an escape was solely the consequence of **Flood** as defined above).

**Heave** - Upward or sideways movement of the ground beneath the Buildings as a result of the soil expanding.

**Landlords Contents** - Household goods including carpets, furniture and furnishings which You are legally responsible for and which are contained within the **Private residence**.

The following is excluded:

- **Valuables**
- motor vehicles (other than domestic garden machinery, pedestrian controlled models or toys and mobility scooters), caravans, trailers or watercraft, or aircraft or their accessories
- any living creature
- Tenant's Property and possessions
- trees, bushes, plants or shrubs other than those normally kept in the Home
- any part of the Buildings including Landlords fixtures and fittings already included under the **Buildings** section.
- any property held or used for business purposes.
- Clothing and any items of a personal nature likely to be worn used or carried.
- Coins and bank notes, current legal tender, cheques, postal and money orders\*
- postage stamps not forming part of a stamp collection\*
- savings stamps and savings certificates, travellers' cheques\*
- premium bonds, luncheon vouchers and gift tokens\*  
\*all held for private or domestic purposes.
- Computers and computer equipment
- any property insured under any other insurance.

## Definitions (continued)

**Landslip** - Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than Settlement

**Outbuildings** - sheds, greenhouses, summer houses and other buildings which do not form part of the main structure of the **private residence** and are used for domestic purposes only. (This excludes caravans, mobile homes or motor homes)

**Period of Insurance** - The length of time for which this insurance is in force, as shown on the Schedule and for which You have paid and We have accepted a premium.

**Policy** - Your Policy wording and most recent Policy Schedule including any Endorsements.

**Private residence** – A self contained private dwelling, excluding garages, **Outbuildings** and car ports shown in the **Schedule**.

**Sanitary Ware** - Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**Schedule** - The Schedule forms part of this insurance and contains details of Your Premises, the sums insured, the Period of Insurance and the sections of this insurance which apply.

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

**Standard Construction** - Built of brick stone or concrete and roofed with slates or tiles

**Storm** - A period of violent weather defined as:

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

\*Equivalent to Storm Force 10 on the Beaufort Scale.

It is important to remember that you are responsible for maintaining **Your Home** in a good state of repair.

**Subsidence** - Downward movement of the ground beneath the Buildings other than settlement or the weight of the Buildings themselves

**Tenant** - The occupier(s) of the **Private residence** when let and signatory to the tenancy agreement.

## Definitions (continued)

**Unfurnished** - Without sufficient furniture and furnishings for normal living purposes.

**United Kingdom** - The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

**Unoccupied** - Not lived in for more than 60 consecutive days.

### **Valuables** -

- Articles of jewellery, pearls, gemstones, gold, silver and precious metal.
- Clocks and watches.
- Furs.
- Pictures and works of art.
- Any rare or unusual article that is collectable.
- Stamp and coin collections.

**We / Us / Our** - Midas Underwriting Limited on behalf of AXA Insurance UK plc.

**You / Your / Insured** - The person or persons named in the Schedule, as the Policyholder(s)

**Your Broker or Agent** - The adviser who placed this Insurance on **Your** behalf.

# General conditions applicable to the whole of this insurance

Each Home included under this insurance is considered to be covered as if separately insured. You must comply with the following general conditions to have full protection of the Policy.

If You do not take reasonable care to provide accurate and complete answers to all questions, We may take one or more of the following actions:

- cancel your policy
- declare your policy void (treating your policy as if it never existed)
- change the terms and/or premium of your policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

Your duties

## 1. Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured

Full value means:

For the Buildings:

The necessary cost of rebuilding if the Buildings were completely destroyed (This is not the market value)

For the contents:

The current cost as new (other than clothes furs and household linen)

For clothes furs and household linen the current cost as new less an appropriate allowance for wear and tear.

## 2. Changes in Your circumstances

**You** must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- a) change of address
- b) of any structural alteration to **Private residence**
- c) if **You** intend to allow sub-letting of the **Private residence**
- d) if **You** intend to use the **Private residence** for any reason other than private residential purposes
- e) any change in tenancy
- f) if the **Private residence** will be or becomes Unoccupied
- g) if **You** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences

We will then advise You of any change in terms.

If You are in any doubt please ask Your Broker or Agent

## 3. Taking care of Your Property

You must take all reasonable precautions to avoid injury loss or damage and take all practicable



## General conditions applicable to the whole of this insurance (continued)

steps to safeguard all the property insured from loss or damage. You must maintain the property insured in good repair. If You fail to comply with any of the above duties this insurance may become invalid.

### 4. Your Duty

It is Your duty to ensure that the terms and conditions of this Policy are duly observed and complied with by You

### 5. Cancelling Your Cover

#### Statutory Cancellation Rights

You may cancel this Policy within 14 days of receipt of the Policy documents (new business) or the renewal date (the cancellation period) by writing to Us during the cancellation period:

There is no refund of premium in the event of a total loss claim. However, in all other cases We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You. In the event of a total loss if You are paying by instalments You will either have to continue with the instalment payments until the Policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment made.

#### Cancellation Outside the Statutory Period

You may cancel this Policy at any time by providing written notice to Your Broker or Agent. Providing You have not incurred eligible claims during the period We have been on cover We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You.

There is no refund of premium in the event of a total loss claim.

We will provide a refund of premium but will keep 50% of the annual premium, if cancelled within the first 3 months of Policy Inception. However, in all other cases We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You. In the event of a total loss if You are paying by instalments You will either have to continue with the instalment payments until the Policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the Policy, where there is a valid reason to do so, by providing 30 days prior written notice by registered post to Your last known address. Any premium refund will be calculated in accordance with the above. Valid reasons to cancel include:

- You provide us with inaccurate or incomplete information
- You make a change to your information which renders the risk no longer acceptable to for us to insure.
- You act in a fraudulent manner
- You fail to pay the premium or default if you are paying by instalments

If we cancel your policy because you acted in a fraudulent manner we may not return any premium paid by you.

## General conditions applicable to the whole of this insurance (continued)

### 6. Non-payment of premiums

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

### 7. Premiums paid and up to date

#### PAYMENTS BY DIRECT DEBIT

If the premiums are paid monthly these will be collected on the cover start date of the insurance shown in the Schedule and on the same day of each following month. If one or more instalments have been paid non-payment of a subsequent instalment will cancel this Policy with effect from the due date of the unpaid instalment

### 8. Let Property

It is a condition precedent to Our liability that:

- a) All gas appliances, flues and associated pipe work are to be checked every 12 months by a registered engineer in accordance with Gas Safety Act and manuals for operating gas appliances are available within the Premises.
- b) All upholstered furniture must comply with the Fire and Furnishings (Fire Safety) Regulations 1988 (amended 1993).
- c) All electrical equipment is compliant with Electrical Equipment (Safety) Regulations 1994 d) There is in place a minimum of a six month Assured Short hold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside England and Wales directly between the landlord and Tenant

### 9. Authority to Renew Condition (Where an Insured pays their premium by direct debit)

If We are willing to continue providing cover and Your broker advises You beforehand of Our renewal terms, you authorise Your broker to renew this insurance, and any subsequent insurance on expiry, in accordance with our renewal terms at the time, unless You advise Your broker otherwise before renewal date.

### 10. Your Building Sum Insured

It is important that the **Building** sum insured is enough to rebuild **Your** property should the **Home** be completely destroyed.

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

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

## General conditions applicable to the whole of this insurance (continued)

### 11. Your Contents Sum Insured

It is important that **Your Contents** sum insured is enough to replace **Your Contents** as new should all **Your Contents** be completely destroyed.

**You** must notify us as soon as possible if the full replacement value of **Your Contents** exceeds the amount shown in **Your Schedule**.

The full replacement value of **Your Contents** means the current cost to replace all **Your Contents** as new.

If the amount shown on **Your Schedule** represents less than 100% of the full replacement value of **Your Contents**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of **Your Contents** shown on **Your Schedule** only represents 70% of the full replacement value we will not pay more than 70% of **Your** claim.

### 12. Occupiers non-invalidation

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

### 13. Dual Insurance

If any loss, damage, injury or liability is covered by any other insurance then we will not pay more than our share.

### 14. Inflation protection

#### **Buildings**

The sum insured on the Buildings is the amount shown in the Schedule adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Your annual premium will be based on the adjusted sum insured.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the damage represents the full rebuilding cost and provided that You ensure that the work is carried out without undue delay.

#### **Landlord Contents**

The sum insured on **Landlords contents** is the amount shown in the Schedule adjusted monthly in line with the Durable Household Goods Section of the Consumer Price Index prepared by the National Statistics. Your annual premium will be based on the adjusted sum insured.

## General exclusions applicable to the whole of this insurance

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
  - I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### d) Electronic Failure clause

We will not pay for loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by Electronic Failure, computer error or any other malfunction.

### e) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

### f) Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this Policy.

### g) Deception

Any loss or damage suffered by You as a result of being deceived into knowingly parting with property unless it is only entry to the Home.

### h) Confiscation

Any loss or damage caused by confiscation, detention or seizure by:

- Customs, police or officials
- Order of any court of law
- Any statutory or regulatory authority

## General exclusions applicable to the whole of this insurance (continued)

### i) Terrorism

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or other loss, damage or additional expense following on from the event for which You are claiming;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to, by or from biological or chemical contamination due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means the act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### j) Contractors Exclusion

Any claims arising out of the activities of contractors working in the **private residence**.

## Claims conditions applicable to the whole of this insurance

You must comply with the following claims conditions to have full protection of the Policy.

If You do not comply with them We may at Our option cancel the Policy or refuse to deal with Your claim or reduce the amount of the claim payment.

Your duties

In the event of a claim or possible claim under this insurance:

### 1. The first thing You must do:

If property is lost or theft or malicious damage is suspected **You** must immediately inform the Police and obtain a crime or lost property reference number We recommend that You check Your Policy cover

Check that the loss or damage is covered. This Policy contains details of what is covered and how claims are settled

### 2. You should always immediately:

- contact Us or Your Broker or Agent
- take all steps to recover missing property
- take all steps to prevent further damage

### 3. Claims Process

Contact Midas Underwriting Limited

First Floor, Elizabeth House, 116-118 Holywood Road, Belfast, BT4 1NU,  
Telephone: 0330 123 5748. Fax: 028 9182 6595 or Your Broker or Agent

### 4. What You must do after making Your claim:

- tell Us and provide full details in writing immediately if someone is holding You responsible for damage to their property or bodily injury to them and send to Us immediately any writ summons letter of claim or other document
- if requested send written details of Your claim to Us within 30 days

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;

## Claims conditions applicable to the whole of this insurance (continued)

### 5. What You must not do:

- admit or deny any claim made by someone else against You or make any agreement with them, We have the right to negotiate settle or defend any such claim in Your name and on **Your** behalf and take possession of the property insured and deal with salvage.
- abandon any property to Us
- dispose of damaged items as We may need to see them.

If You fail to comply with any of the above duties this may invalidate any claim.

### 6. How We deal with Your claim

#### 1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in Your name.
- take any action we consider necessary to enforce Your rights or Our rights under this insurance.
- enter any Building where loss or damage has occurred.

#### 2. Other insurance

We will only pay our rateable proportion of any claim for loss, damage or liability covered under this insurance if that loss, damage or liability is covered wholly or in part under any other insurance. This clause does not apply to fatal injury (Section Two h).

#### 3. Fraud

Throughout Your dealings with Us, We expect You to act honestly. If You or anyone acting for You;

- knowingly provides information to Us as part of Your application for **Your Policy** that is not true and complete to the best of Your knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under Your Policy; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by Your wilful act or caused with Your agreement, knowledge or collusion

### **THEN**

- We may prosecute fraudulent claimants;
- We may make the Policy void from the date of the fraudulent act;
- We will not pay any fraudulent claims;
- We will be entitled to recover from You the amount of any fraudulent claim already paid under Your Policy since the start date;
- We shall not return any premium paid by You for the Policy;
- We may inform the Police of the circumstances.

## Section One - Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the Buildings for loss or damage directly caused by	We will not pay
1. fire and resultant smoke damage, lightning, explosion or earthquake	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) loss or damage due to a gradually operating cause</li> </ul>
2. aircraft and other flying devices or items dropped from them	the Excess as shown on Your Schedule for every claim
3. storm, flood or weight of snow	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) for loss or damage caused by Subsidence, Heave or Landslip other than as covered under number 9 of Section One</li> <li>c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, fences, paths and hedges</li> <li>d) loss or damage caused by frost</li> <li>e) loss or damage caused by rising ground water levels</li> <li>f) loss or damage to any felt roof where the felt roof is more than 10 years old</li> <li>g) for loss or damage due to wear and tear or any gradually operating cause</li> </ul>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes (Damage to the items themselves is only covered if the cause of the damage is covered elsewhere in this <b>Policy</b> )	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage caused by <b>Subsidence, Heave or Landslip</b> other than as covered under number 9 of Section One</li> <li>c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools</li> <li>d) for loss or damage whilst the <b>Private residence is Unoccupied</b></li> <li>e) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless <b>You</b> have chosen <b>Accidental Damage</b> cover</li> </ul>



## Section One - Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the Buildings for loss or damage directly caused by	We will not pay
	<ul style="list-style-type: none"> <li>f) loss or damage caused by the failure or lack of grout and/or sealant</li> <li>g) for loss or damage due to wear and tear or any gradually operating cause</li> <li>h) for loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies</li> </ul>
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation. (Damage to the installation itself is only covered if the cause of the damage is covered elsewhere in this <b>Policy</b> ).	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage caused by wear and tear or any gradually operating cause</li> <li>c) for the cost of repair of the source of the damage unless the cause is covered elsewhere in this policy</li> <li>d) for loss or damage while the <b>Private residence</b> is <b>Unoccupied</b></li> </ul>
6. theft or attempted theft	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage while the <b>Private residence</b> is <b>Unoccupied</b></li> <li>c) for loss or damage unless there is physical evidence of violent and forcible entry</li> </ul>
7. collision by any vehicle or animal	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for damage caused by domestic pets</li> </ul>
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage while the <b>Private residence</b> is <b>Unoccupied</b></li> <li>c) Loss or damage by any <b>Tenant</b> or person lawfully on the <b>Private residence</b>. (Unless you have chosen <b>Accidental damage</b> cover)</li> </ul>

## Section One - Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the Buildings for loss or damage directly caused by	We will not pay
9. <b>Subsidence</b> or <b>Heave</b> of the site upon which the <b>Buildings</b> stand or <b>Landslip</b>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, paved terraces, paths, walls, gates, fences, hot tubs service tanks and central heating oil tanks unless the <b>Home</b> is also affected at the same time by the same event</li> <li>c) for loss or damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event</li> <li>d) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>e) for loss or damage caused by coastal or riverbank erosion</li> <li>f) for loss or damage due to normal Settlement, shrinkage or expansion</li> <li>g) for loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions</li> <li>h) for loss or damage caused by the action of chemicals on, or the reaction of chemicals with any materials which form part of the Buildings</li> <li>i) any claim for which compensation has been provided or would have been provided but for the existence of this <b>Policy</b>, under any contract, legislation or guarantee</li> </ul>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts</li> </ul>
11. falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage caused by trees being cut down or cut back within the Premises</li> <li>c) for loss or damage to gates and fences</li> </ul>

## Section One - Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This Section of the insurance also covers</p>	<p>We will not pay</p>
<p>A. the cost of repairing <b>Accidental Damage</b> to:</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• Sanitary Ware</li> <li>• ceramic hobs</li> </ul> <p>all forming part of the Buildings</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) for loss or damage while the <b>Private residence</b> is <b>Unoccupied</b></p> <p>c) damage to the property that does not form part of the <b>Private residence</b></p>
<p>B. the cost of repairing <b>Accidental Damage</b> to:</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) for loss or damage due to wear and tear or any gradually operating cause</p> <p>c) Damage for which <b>You</b> are not legally responsible</p> <p>d) Damage to any part of the pipe or cable above ground level</p> <p>e) Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains</p>
<p>C.</p> <ul style="list-style-type: none"> <li>• loss of rent due to You which You are unable to recover or</li> <li>• additional costs of alternative accommodation, substantially the same as Your existing accommodation, which You have to pay for.</li> </ul> <p>while the Buildings cannot be lived in following loss or damage that is covered under Section One</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any amount over 20% of the sum insured for the Buildings damaged or destroyed, unless stated otherwise in the Schedule.</p>

## Section One - Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
This Section of the insurance also covers	We will not pay
<p>D. expenses You will have to pay and which We have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>Building</b></li> </ul>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on You before the loss or damage</p>
<ul style="list-style-type: none"> <li>• costs You have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the Buildings that is covered under Section One</p>	
<p>E. increased metered water charges You have to pay following an escape of water which gives rise to an admitted claim under cause 4 of Section One</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) more than £1,000 in any Period of Insurance. If You claim for such loss under Sections One and Two, we will not pay more than £1,000 in total</p>
<p>F. the period between exchange of contracts and completion when anyone buying the <b>Private residence</b> will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) if the Buildings are insured under any other insurance</p>
<p>G. the cost of tracing source of the damage covered under causes 4 and 5 and the replacement or repair of any walls, floors or ceilings damaged while carrying out the investigations</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any amount over £5000</p>

## Section One - Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
This Section of the insurance also covers	We will not pay
H. any loss or damage caused by the emergency services gaining access to the Premises in the course of their duty to safeguard life or property	
I. any loss or damage covered by Buildings causes 1 to 11 to carpets, curtains and unattached cookers, washing machines, dishwashers, tumble driers, fridges, freezers and fridge freezers which you own or are legally responsible for and are contained within the <b>Private residence</b> .	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) loss or damage excluded under Buildings cause 1 to 11</li> <li>c) any amount over £5,000 (This limit is in addition to any <b>Landlords Contents</b> sum insured shown on your schedule as operative).</li> </ul>
J. the cost of replacing keys and locks to external doors of the <b>Private residence</b> if keys are lost or stolen.	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) any amount over £1,000</li> </ul>

# Section One - Buildings - Property Owners Liability

## WHAT IS COVERED

During the period of insurance, as owner (not occupier), we will pay any amounts (subject to the limits below) you become legally liable to pay as compensation (including claimants cost and expenses) for:

- accidental death, bodily injury or illness of any person
- accidental damage to property happening at the **Private residence**

Arising from

- a) Your ownership of the Buildings
- b) Any defective work carried out by You or on Your behalf to any premises within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by you and occupied as a **Private residence**.

## WHAT IS NOT COVERED

- a) liability in respect of accidental death, bodily injury or illness to:
  - You or your family
  - any person who at the time of sustaining such injury is employed by you
- b) liability in respect of accidental death, bodily injury or illness arising directly or indirectly from any contagious disease, virus or condition
- c) for loss of or damage to property owned by or in the charge or control of;
  - You or your family
  - any person employed by you
- d) liability arising directly or indirectly out of any profession, occupation, business or employment other than through letting of the **Private residence**
- e) liability arising from an agreement which imposes a liability on you which you would not be under in the absence of such agreement
- f) liability arising from the ownership, possession or use of:
  - i. any motorised or horse drawn vehicle (including childrens vehicles) whether licensed for road use or not.
  - ii. any power-operated lift
  - iii. any aircraft (including any unmanned aerial vehicles such as drones or similar) or watercraft other than manually operated rowing boats, punts or canoes
  - iv. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

## Section One - Buildings - Property Owners Liability (continued)

### WHAT IS COVERED

### WHAT IS NOT COVERED

	<p>g) liability in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"><li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its' entirety at a specific moment of time during the Period of Insurance at the Premises named in the Schedule; and</li><li>• reported to Us not later than 30 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</li></ul> <p>h) liability arising out of Your ownership, occupation possession or use of any land or building that is not situated at the <b>Private residence</b></p> <p>i) if You are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted</p> <p>j) liability arising from <b>Your</b> willful or malicious act</p> <p>k) for the cost of repairing any fault of alleged fault</p>
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### LIMIT OF INSURANCE

**We** will not pay for more than £2,000,000 including costs for any one claim or series of claims arising out of any event or one source or original cause (unless stated otherwise on your Schedule).

## Section One - Buildings - Accidental Damage to buildings

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

### WHAT IS COVERED

### WHAT IS NOT COVERED

	We will not pay
<p>Accidental Damage to the Buildings Including malicious damage by the <b>Tenant</b>.</p>	<ul style="list-style-type: none"> <li>a) the Excess shown on Your Schedule for every claim unless such damage arises from illegal cultivation of drugs by the <b>Tenant</b> which are classed as controlled under the Misuse of Drugs Act (1971), whereby the Excess increases to £2,500</li> <li>b) for loss or damage or any proportion of damage which We specifically exclude elsewhere under Section One</li> <li>c) for the Buildings moving, settling, shrinking, collapsing or cracking</li> <li>d) for loss or damage while the <b>Private residence</b> is being altered, repaired, cleaned, maintained or extended</li> <li>e) for loss or damage to outbuildings and garages which are not of Standard Construction</li> <li>f) for the cost of general maintenance</li> <li>g) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>h) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>i) for loss or damage from mechanical or electrical faults or breakdown</li> <li>j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks</li> <li>l) for any loss or damage caused by or contributed to by, or arising from any kind of pollution and/or contamination</li> <li>m) for damage caused by domestic pets</li> <li>n) for loss or damage while the <b>Private residence is Unoccupied</b></li> <li>o) any amount recoverable by <b>You</b> from the tenancy deposit paid by the <b>Tenant</b> as detailed on the <b>Tenancy agreement</b> (proof of deposit payment must be submitted in the event of a claim).</li> <li>p) any loss or damage which is insured by any other policy issued to the <b>Tenant</b></li> </ul>



# Section One - Buildings - Settling Claims

## HOW WE DEAL WITH YOUR CLAIM

### 1. Replacement or Repair

We will pay the cost of work carried out in repairing or replacing the damaged parts of the Buildings including:

- i) reasonable professional fees relating to repair and/or replacement
- ii) removal of debris
- iii) the cost of complying with building regulations, local authority or other statutory requirements except where notice of the need to comply was given or sent to You before the damage occurred or these relate to undamaged parts of the Buildings.

We will pay the cost of repair or replacement LESS a deduction for wear, tear or betterment (where the Buildings would be improved by the repair or replacement) if:

- the Buildings have not been maintained in good repair or
- at the time of any damage the sum insured for Buildings is less than the full value of the Buildings. (For Buildings the full value means the cost of rebuilding if the Buildings were completely destroyed - This is not necessarily the market value).

We may repair, reinstate or replace the lost or damaged property. If We cannot replace or repair the property We may pay for the loss or damage in cash. Where We can offer repair or replacement through a preferred supplier, but We agree to pay a cash settlement, then payment will not exceed the amount We would have paid the preferred supplier. If no equivalent replacement is available then We will pay the full replacement cost of the item with no discount applied.

### 2. We will not pay the cost of replacing or repairing any undamaged parts of the Buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

## YOUR SUM INSURED

We will not reduce the sum insured under Section One after We have paid a claim as long as You agree to carry out Our recommendations to prevent further loss or damage.

## LIMIT OF INSURANCE

It is important that Your Building sum insured is enough to rebuild Your property should the **Private residence** be completely destroyed.

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

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

## Section Two - Landlords Contents

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers <b>Landlords Contents</b> for loss or damage directly caused by	We will not pay
1. fire and resultant smoke damage, lightning, explosion or earthquake	a) the Excess as shown on Your Schedule for every claim b) loss or damage due to gradually operating cause
2. aircraft and other flying devices or items dropped from them	the Excess as shown on Your Schedule for every claim
3. Storm, Flood or weight of snow	a) the Excess as shown on Your Schedule for every claim b) for <b>Landlords contents</b> in the open c) loss or damage cause by frost d) loss or damage caused by rising ground water levels
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes (Damage to the items themselves is only covered if the cause of the damage is covered elsewhere in this <b>Policy</b> )	a) the Excess as shown on Your Schedule for every claim b) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths c) as a result of taps being left on (unless You have chosen <b>Accidental Damage</b> cover) d) loss or damage caused by the failure or lack of grout and/or sealant e) for loss or damage while the <b>Private residence</b> is <b>Unoccupied</b>
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation. Damage to the installation itself is only covered if the cause of the damage is covered elsewhere in this <b>Policy</b> .	a) the Excess as shown on Your Schedule for every claim b) for loss or damage caused by wear and tear or any gradually operating cause c) for loss or damage while the <b>Private residence</b> is <b>Unoccupied</b>

## Section Two - Landlords Contents

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers <b>Landlords Contents</b> for loss or damage directly caused by	We will not pay
6. theft or attempted theft	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) for loss or damage whilst the <b>Private residence is Unoccupied</b></li> <li>c) any amount over £1,000 for <b>Landlord Landlords Contents</b>, within detached domestic outbuildings and garages</li> <li>d) for loss or damage unless there is physical evidence of violent and forcible entry</li> </ul>
7. collision by any vehicle or animal	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) loss or damage caused by domestic pets</li> </ul>
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) Loss or damage whilst the Private residence is Unoccupied.</li> <li>c) Loss or damage by any Tenant or person lawfully on the Private residence. (Unless you have chosen Accidental damage cover)</li> </ul>
9. <b>Subsidence</b> or <b>Heave</b> of the site upon which the <b>Buildings</b> stand or <b>Landslip</b>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage following damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event</li> <li>c) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>d) for loss or damage whilst the <b>Buildings</b> are under- going any structural repairs, alterations or extensions</li> <li>e) for loss or damage by coastal or river bank erosion</li> </ul>

## Section Two - Landlords Contents

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers <b>Landlords Contents</b> for loss or damage directly caused by	We will not pay
	<ul style="list-style-type: none"> <li>f) for loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings</li> <li>g) any claim for which compensation has been provided, or would have been provided but for the existence of this Policy under any contract legislation or guarantee</li> </ul>
10. falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) for loss or damage caused by trees being cut down or cut back within the Premises</li> </ul>
11. <b>Landlords Contents</b> in the open but within the Premises (other than radio and television aerials, satellite dishes, their fittings and masts	<ul style="list-style-type: none"> <li>a) Up to a sum insured of £250</li> <li>b) any loss or damage specifically excluded under landlords contents causes 1 to 10</li> <li>c) loss or damage to plants and trees</li> </ul>
a) Accidental Damage to any Electronic Equipment, system or software, any product equipment or machinery containing, connected to or operated by means of a data processing chip within the <b>Private residence</b>	<ul style="list-style-type: none"> <li>a) the Excess as shown on Your Schedule for every claim</li> <li>b) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</li> <li>c) for loss or damage to tapes, records, cassettes, discs or computer software</li> <li>d) or any damage that arises from Computer Virus or Electronic Failure</li> <li>e) for loss or damage by insects, parasites, vermin or domestic pets</li> <li>f) damage to items designated and intended to be portable or to hand held Electronic Equipment and games, including laptops, tablets and mobile phones</li> </ul>

## Section Two - Landlords Contents

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers <b>Landlords Contents</b> for loss or damage directly caused by	We will not pay
b) accidental breakage of <ul style="list-style-type: none"><li>• fixed glass and double glazing</li><li>• Sanitary Ware forming part of the Buildings which You are legally responsible for as a Tenant and do not have other insurance for</li><li>• mirrors</li><li>• glass tops and fixed glass in furniture</li><li>• ceramic hobs</li></ul>	a) the Excess as shown on Your Schedule for every claim b) Loss or damage whilst the <b>Private residence</b> is <b>Unoccupied</b>

## Section Two - Contents - Legal liabilities to third parties

### WHAT IS COVERED

During the period of insurance, as owner (not occupier), we will pay any amounts (subject to the limits below) arising out of your ownership of the **Landlords contents** which you become legally liable to pay as compensation (including claimants cost and expenses) for:

- accidental death, bodily injury or illness of any person
- accidental damage to property happening at the **Private residence**

Arising from

- a) Your ownership of the Buildings
- b) Any defective work carried out by You or on Your behalf to any premises within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by you and occupied as a **Private residence**.

### WHAT IS NOT COVERED

- a) liability in respect of accidental death, bodily injury or illness to:
  - You or your family
  - any person who at the time of sustaining such injury is employed by you
- b) liability in respect of accidental death, bodily injury or illness arising directly or indirectly from any contagious disease, virus or condition
- c) for loss of or damage to property owned by or in the charge or control of;
  - You or your family
  - any person employed by you
- d) liability arising directly or indirectly out of any profession, occupation, business or employment other than through letting of the **Private residence**
- e) liability arising from an agreement which imposes a liability on you which you would not be under in the absence of such agreement
- f) liability arising from the ownership, possession or use of:
  - i. any motorised or horse drawn vehicle (including childrens vehicles) whether licensed for road use or not.
  - ii. any power-operated lift
  - iii. any aircraft (including any unmanned aerial vehicles such as drones or similar) or watercraft other than manually operated rowing boats, punts or canoes
  - iv. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

## Section Two - Contents - Legal liabilities to third parties (continued)

### WHAT IS COVERED

### WHAT IS NOT COVERED

	<p>g) liability in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"><li>caused by a sudden, identified, unexpected and unforeseen accident which happens in its' entirety at a specific moment of time during the Period of Insurance at the Premises named in the Schedule; and</li><li>reported to Us not later than 30 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</li></ul> <p>h) liability arising out of Your ownership, occupation possession or use of any land or building that is not situated at the <b>Private residence</b></p> <p>i) if You are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted</p> <p>j) liability arising from <b>Your</b> willful or malicious act</p> <p>k) for the cost of repairing any fault of alleged fault</p>
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### LIMIT OF INSURANCE

**We** will not pay for more than £2,000,000 including costs for any one claim or series of claims arising out of any event or one source or original cause (unless stated otherwise on your Schedule).

## Section Two - Contents - Accidents to domestic staff

### WHAT IS COVERED

During the period of insurance, we will pay any amounts (subject to the limits below) you become legally liable to pay as compensation (including claimants cost and expenses) which we have agreed in writing, for accidental death, Bodily injury or illness by an accident happening during the Period of insurance to Your Domestic staff employed in connection with the Private residence shown in the Schedule

### WHAT IS NOT COVERED

- a) accidental death, bodily injury or illness arising directly or indirectly from any motorised or horse drawn vehicle other than:  
domestic garden equipment used within the Premises
- b) from any communicable disease or condition
- c) Legal costs or expenses insured by any other insurance

### LIMIT OF INSURANCE

**We** will not pay for more than £10,000,000 (including costs) for any one claim or series of claims arising out of any event or one source or original cause.



## Section Two - Contents - Accidental Damage to Landlords contents

WHAT IS COVERED	WHAT IS NOT COVERED
This Extension covers the following	We will not pay
<p>Accidental Damage to <b>Landlords contents</b> within the <b>Private residence</b>, Including malicious damage by the <b>Tenant</b>.</p>	<ul style="list-style-type: none"> <li>a) the Excess shown on Your Schedule for every claim unless such damage arises from illegal cultivation of drugs by the <b>Tenant</b> which are classed as controlled under the Misuse of Drugs Act (1971), whereby the Excess increases to £2,500</li> <li>b) for damage or any proportion of damage which We specifically exclude elsewhere under Section Two EXCEPT in respect of exclusion (f) of Cause A 'Accidental Damage to'</li> <li>c) for damage to <b>Landlords Contents</b> within garages and outbuildings</li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) for damage caused by domestic pets.</li> <li>f) any amount over £1000 in total for porcelain, china, glass and other brittle articles</li> <li>g) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dryrot, mould or frost or any other gradually operating cause</li> <li>h) for damage arising out of faulty design, specification, workmanship or materials</li> <li>i) any damage that arises from Computer Virus or Electronic Failure</li> <li>j) for damage arising from demolition, structural alteration or structural repair of the Building</li> <li>k) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>l) for any loss or damage caused by or contributed to by, or arising from any kind of pollution and/ or contamination</li> <li>m) for loss or damage while the <b>Private residence is Unoccupied</b></li> <li>n) any amount recoverable by <b>You</b> from the tenancy deposit paid by the <b>Tenant</b> as detailed on the <b>Tenancy agreement</b> (proof of deposit payment must be submitted in the event of a claim).</li> <li>o) any loss or damage which is insured by any other policy issued to the <b>Tenant</b></li> </ul>

## Section Two - Landlords Contents - Settling Claims

### HOW WE DEAL WITH YOUR CLAIM

1. If You claim for loss or damage to the **Landlords Contents** We will at Our option repair, replace or pay for any article covered under Section Two. For total loss or destruction of any article We will pay You the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new
- You have paid or We have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes and household linen
- pedal cycles

where We will take off an amount for wear and tear and depreciation.

We may repair, reinstate or replace the lost or damaged property. If We cannot replace or repair the property We may pay for the loss or damage in cash.

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

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

2. We will not pay the cost of replacing or repairing any undamaged parts of the Contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### YOUR SUM INSURED

We will not reduce the sum insured under Section Two after We have paid a claim as long as You agree to carry out Our recommendations to prevent further loss or damage.

It is important that Your sum insured is enough to replace Your Contents as new (but for clothing and household linen We may make a reduction for wear and tear). If You make a claim and the sum insured shown on Your Schedule is not enough the amount We pay may be reduced.

### LIMIT OF INSURANCE

It is important that Your Contents sum insured is enough to replace Your Contents as new (but for clothing and household linen We may make a reduction for wear and tear) should all Your Contents be completely destroyed.

You must notify us as soon as possible if the full replacement value of Your Contents exceeds the amount shown in Your Schedule.

The full replacement value of Your Contents means the current cost to replace all Your Contents as new. If the amount shown on Your Schedule represents less than 100% of the full replacement value of Your Contents, we will only be able to settle claims at the percentage you are insured for. For example, if the value of Your Contents shown on Your Schedule only represents 70% of the full replacement value we will not pay more than 70% of Your claim.

## Notice to the insured

### *Contractors (Rights of Third Parties) Act 1999 Clarification*

*A person who is not a third party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this insurance, but this does not affect any right or remedy of a third party which exists or is available under this act.*

### *English Law*

*You and We can choose the law which applies to this Policy. We propose that English Law applies. Unless We and You agree otherwise English Law will apply to this Policy.*

### *Data Protection Notice*

*In this Notice references to **We**, **Us** and **Our** refer to AXA Insurance UK plc and Midas Underwriting Limited on Behalf of AXA Insurance UK plc. AXA Insurance UK plc are part of the AXA Group of companies.*

*For details of how **We** use the personal information **We** collect from you and your rights please view our privacy policy via:*

### **AXA Insurance UK plc**

*Please visit **Our** website [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy) or contact **Our** Data Protection Officer at AXA UK plc, 5 Old Broad Street, London, EC2N 1AD.*

### **Midas Underwriting Limited**

*Please visit **Our** website [www.midasuw.com/privacy-policy](http://www.midasuw.com/privacy-policy) or contact **Our** Data Protection Officer at Midas Underwriting Limited, Quay Point, Lakeside Blvd, Doncaster DN4 5PL or email us via [compliance@midasuw.com](mailto:compliance@midasuw.com).*

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

## Complaints

Midas Underwriting Limited and AXA Insurance UK plc aim to provide the highest standard of service to every customer. We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right.

### MAKING YOUR COMPLAINT

If Your complaint relates to how Your policy was sold to You, please contact Your broker or insurance agent.

If Your complaint is about a claim, please contact Your claims handler whose details will be shown in Your claims documents.

If Your complaint relates to Your policy please contact Midas Underwriting Limited at the following address:

The Nominated Complaints Officer  
Midas Underwriting Limited,  
First Floor,  
Elizabeth House,  
116-118 Holywood Road,  
Belfast,  
BT4 1NU  
Tel: 0330 123 5745  
Email: [complaints.officer@midasuw.com](mailto:complaints.officer@midasuw.com)

When You make contact please provide the following information;

- Your name address and postcode, telephone number and e-mail address (if You have one).
- The type of Policy and Your Policy and/or claim number
- The reason for the complaint

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.

Beyond Your Broker or Midas Underwriting Limited

Should You remain dissatisfied following Our final written response You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of Our final response to refer Your complaint to Financial Ombudsman Service.

This does not affect Your right to take legal action.

## Complaints (continued)

If We cannot resolve Your complaint You may refer it to the Financial Ombudsman Service at the below address:

Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR.

Tel: 0800 023 4567 if calling from a land line or  
0300 123 9123 if calling from a mobile. Fax. 020 7964 1001  
E-mail complaint. [info@financial-ombudsman.org.uk](mailto:info@financial-ombudsman.org.uk)

You can visit the Financial Ombudsman Service at [www.fos.org.uk](http://www.fos.org.uk)

Our promise to You

We will:

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep You informed
- Do everything possible to resolve Your complaint
- We will learn from Our mistakes
- Use the information from complaints to continuously improve Our service.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc. is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our obligation to You. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

If Your complaint is associated to any of the Helplines

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

Tel: 0117 917 1561

(hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).

[customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

ARAG plc,

9 Whiteladies Road,

Clifton, Bristol, BS8 1NN

## Complaints (continued)

### Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:

Tel: 0207 327 5693,  
Fax: 0207 327 5225  
complaints@lloyds.com  
Policyholder & Market Assistance,  
Market Services, Lloyd's, Fidentia House,  
Walter Burke Way, Chatham Maritime,  
Kent ME4 4RN

### Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than 2 million. They can be contacted at:

Tel: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile  
Complaint.info@financial-ombudsman.org.uk  
Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square, London, E14 9SR.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.



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