

Landlords' Household Insurance Policy Wording



LETSURE



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General Information

Please note that this section does not form part of the contract of insurance and provides general advice and information about this policy.

Welcome to Letsure

Thank You for purchasing Landlord's Household Insurance with Us. We hope that You will be happy with this policy and should You need to make a claim, You can expect a high standard of service.

How To Contact Us

New Business

Telephone: 0844 561 0880

Fax: 0844 561 7849

Website: www.letsure.co.uk

Customer Services

Tel: 0844 561 0660

Fax: 0844 800 5286

Email: info@letsure.co.uk

In writing to Letsure Limited: 3rd Floor, Granite House, 31 Stockwell Street, Glasgow, G1 4RZ

Your Demands and Needs

Landlords' Buildings and Contents Insurance is suitable to meet the demands and needs of property owners who wish to insure (subject to the policy terms and conditions) Buildings and / or Contents of let properties against risks such as fire, storm, flood, theft and legal liabilities as well as providing cover when properties become Unoccupied between lets up to specific periods. For landlords who wish to include Accidental Damage or malicious acts or theft by Tenants the insurance also provides this cover on an optional basis.

Changes You Must Tell Us About

You must notify Us of material facts which affect Your insurance e.g. a change to the persons to be insured; if the sums insured become inadequate; or criminal convictions (or cautions) of any of the persons or owners of the property to be insured.

Making a Change to Your Policy

You can make a change to Your policy by contacting Us on 0844 561 0660 or email to info@letsure.co.uk. Whenever You make a change to Your cover We will issue a replacement Certificate of Insurance. We reserve the right to apply an administration charge of up to £25 in addition to any charge made by the Insurer for any changes You make to Your policy. You will be made aware of any changes to the Premium or charges before the change is confirmed.

Cancelling Your Policy

You may cancel Your policy at any time, for full details please refer to the section entitled 'Cancellation of the policy'.

Making a Claim

To report a claim please contact the Insurer by

Telephone: 0844 561 7404

If outside office hours, urgent claims may be notified to Loss Adjusters Cunningham Lindsay by telephone 02920 386713. Cunningham Lindsay will offer appropriate advice/help and pass claim details on to Your Insurer.

Address: Commercial Claims Department, Groupama Insurances, One Port Way, Port Solent, Portsmouth, Hampshire, PO6 4TY.

Automatic Renewal

When Your policy is due for renewal We may offer to renew it for You automatically. This saves You the worry of remembering to contact Us prior to the renewal date. If We offer to do this for You We will write to You before the policy expires with full details of Your future Premium and policy conditions. If You do not wish to renew You should let Us know prior to expiry of the current Period of Insurance.

Should We decide that We will not renew Your policy We will notify You in writing at least 14 days prior to the renewal date.

Contract of Insurance

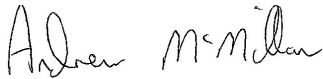
This policy is a contract solely between You, and the Insurer. In return for the payment of Premium by You, the Insurer will provide insurance in accordance with the policy cover for those sections as shown in the Certificate of Insurance.

This policy wording should be read in conjunction with the Statement of Insurance, Certificate of Insurance, Schedule of Insured Properties (if applicable), together with any information that You have provided when applying for the insurance. Together they form the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on **Pages 4 to 6**.

The Insurer will insure You against legal liability, loss or damage under the Sections specified in the Certificate of Insurance during any Period of Insurance set out in the Certificate of Insurance, provided that the conditions under which this policy has been issued are fulfilled.

This cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when stated otherwise in the policy.

On behalf of the Insurer



Andrew McMillan
Managing Director
Letsure Limited

General Definitions

To save lengthy repetition wherever the following words or phrases occur they will have the precise meaning described below (unless stated otherwise). Definitions are listed alphabetically.

Accidental Damage

Unexpected and unintended damage caused by sudden and external means.

Bedroom

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

Buildings

Your Home including landlord's fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the Home.

Certificate of Insurance

The current Certificate of Insurance issued by Us detailing the sections of cover that apply, the sums insured You have chosen, the Period of Insurance and any Endorsements applicable and forming part of the policy.

Contents

Household goods, furniture and furnishings belonging to You or for which You are legally responsible including:

- 1) Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling;
- 2) Telephones.

But not

- Valuables
- Personal Effects
- Money
- Credit Cards
- Pedal Cycles
- Swimming pool covers
- Pets and livestock
- Any part of the structure, fixtures and fittings (except those for which a Tenant is legally liable), ceilings or decorations of the Home
- Property more specifically insured
- Bonds, bills of exchange, promissory notes and securities for Money
- Property held or used for any profession, business or employment
- Plants, trees or any growing matter
- Contact or corneal lenses
- Electric or motorised wheelchairs

Company/We/Us/Our

Letsure Limited. Registered in England No. 03010153 authorised and regulated by the Financial Services Authority, Register number 313817 and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Cost of Rebuilding

The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and other expenses.

Credit Cards

Credit, Cheque, Debit, Charge or Cash Cards.

Endorsement

A term(s) shown on Your Certificate of Insurance that modifies the cover provided by Your policy.

Excess

The amount of each claim You have to pay. If You make a claim under more than one section for loss or damage which happens at the same time and by the same cause the Insurer will deduct only one Excess. The Excess will be shown on Your Certificate of Insurance or is detailed separately in this policy.

Family

You, Your domestic partner and other relations who permanently reside with You.

Home

The insured building, together with its garages and domestic outbuildings at the address shown in the Certificate of Insurance, used for private residential purposes or let to a Tenant.

Index Linking - Buildings

The Sum Insured on Buildings will be adjusted monthly by the percentage movement in the House Rebuilding Cost index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the Sum Insured which will occur monthly, but the next renewal Premium will be calculated on the adjusted Sum Insured.

Insured/You/Your

The person or persons named as policyholder(s) in the Certificate of Insurance.

Insurer/Their/They

Groupama Insurance Company Limited. Registered in England No. 995253. Registered Address 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Money

Money including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Pedal Cycle

Non-mechanically propelled Pedal Cycle.

Personal Effects

Personal property which is designed to be worn or carried on or about the person.

Period of Insurance

The period of time for which the insurance is provided under this policy as set out in the Certificate of Insurance and any further period for which the policy is renewed.

Premium(s)

The cost of the cover as specified on the Certificate of Insurance provided by the policy.

Schedule of Insured properties

The document which forms part of this policy (if You have insured more than 1 property on this policy) detailing the properties, the sum insured and the Premium.

Statement of Insurance

The document which forms part of this policy containing information about You, the Home and all other material information which You told Us about or someone else told Us about on Your behalf.

Student(s)

Any person attending full time further or higher education.

Tenant(s)

An occupier of Your Home by virtue of a written Tenancy Agreement.

Tenancy Agreement

The agreement(s) must be between You and Your Tenant(s) to let the Buildings. This agreement must be in writing and be either:

- (a) an Assured Tenancy or Assured Shorthold Tenancy (or the equivalent which applies within the Territorial Limits) with an initial period of 3 months or,
- (b) a Tenancy Agreement in which the Tenant noted is a Company and the Buildings are to be occupied by their employees only, with an initial period of six months and have a deposit of no less than one months rent or
- (c) a Bare Contractual Tenancy where the combined rent for the Buildings is more than £25,000 for the year with an initial period of three months.

Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but temporarily not lived in by You or Your Family or any Tenant or any other person in the Home with Your permission.

Valuables

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, curios, pictures and other works of art and collections of stamps, coins and medals all belonging to, or the legal responsibility of, You or Your Family.

Buildings Cover

This cover does not apply unless the Certificate of Insurance states that this section is included.

Section A

Buildings - Standard Cover

WHAT IS INSURED

Loss of or damage to the Buildings by the following causes:

1. Fire, Smoke, Explosion, Lightning, Earthquake;
2. Storm or Flood;
3. Subsidence or Heave of the site beneath the Buildings, or landslip;
4. Riot, Civil Commotion, Strikes, Labour Disturbances;

WHAT IS NOT INSURED

- The Excess as specified on Your Certificate of Insurance.
- Wet or dry rot or toxic mould.
- Loss or damage due to any gradually operating cause.
- Loss or damage to any Buildings:
 - (a) which are not fully occupied by
 - (i) You or Your Family or
 - (ii) a Tenant who has entered into a Tenancy Agreement
 - (b) whilst temporarily Unoccupied or Unfurnished for a period exceeding 180 consecutive days.
- Loss or damage caused:
 - (a) by frost, subsidence, heave or landslip;
 - (b) to fences and gates.
- Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause.
- Damage caused by:
 - (a) the normal settlement or bedding down of new structures;
 - (b) the settlement or movement of made-up ground;
 - (c) coastal or river erosion;
 - (d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
- Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time and by the same cause.
- Damage which originated prior to inception of this policy.
- Damage resulting from:
 - (i) demolition, construction, structural alteration or repair to the Buildings;
 - (ii) groundworks or excavation.
- Any loss or damage where compensation is provided by contract or legislation.
- The subsidence Excess of £1,000.

<p>5. Malicious Acts;</p>	<ul style="list-style-type: none"> ● Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for a period of more than 90 consecutive days. ● Loss or damage caused by You or Your Family or any Tenant or other person lawfully in Your Home.
<p>6. Escape of Water from, or freezing of water in a fixed water or heating installation or plumbed in domestic appliance;</p>	<ul style="list-style-type: none"> ● Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days. ● Repairs to tanks, pipes or appliances unless caused by freezing.
<p>7. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;</p>	<ul style="list-style-type: none"> ● Loss or damage caused by domestic pets.
<p>8. Theft or attempted theft involving forcible and violent entry or exit to or from the building;</p>	<ul style="list-style-type: none"> ● Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days. ● Loss or damage caused by any member of Your Family, any Tenant or other person lawfully in Your Home.
<p>9. Leakage of oil from any fixed heating installation;</p>	<ul style="list-style-type: none"> ● Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
<p>10. Falling trees or branches;</p>	<ul style="list-style-type: none"> ● Loss or damage to gates or fences. ● The cost of removal of the tree or branch unless damage has been caused to the Buildings by its fall. ● Damage caused by felling, lopping, or topping of trees.
<p>11. Falling television or radio aerials; aerial fittings, satellite dishes or masts.</p>	<ul style="list-style-type: none"> ● Loss or damage to the aerials, aerial fittings, satellite dishes or masts.

Section B Buildings – Additional Cover

WHAT IS INSURED

Fees and other Expenses:

The Insurer will pay the reasonable costs necessarily incurred by You with Their written consent as a result of loss or damage by any of the Causes 1-11 of Section A of this policy for:

- architects, surveyors, legal and other fees;
- the cost of clearing the site and making the Building safe;
- the additional Cost of Rebuilding or repair of the damaged part of the Buildings solely to comply with any government or local authority requirements, unless You were given notice of the requirement before the loss or damage occurred.

Loss of Rent or Alternative Accommodation:

If the Home is rendered uninhabitable as a result of loss or damage by any of the Causes 1-11 of Section A of this policy the Insurer will pay for any ground rent You may have to continue to pay for a period not exceeding two years.

In the same circumstances the Insurer will also pay up to a maximum of 20% of the Buildings sum insured for:

- loss of rent; or
- the necessary and reasonable alternative accommodation costs or costs of temporary storage of furniture;

until the Home is again habitable and the Insurer will also pay the necessary and reasonable cost of re-letting.

Glass or Sanitaryware:

The Insurer will pay the cost or replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights or fixed sanitaryware in the Buildings, and ceramic hobs fixed to and forming part of the Home.

WHAT IS NOT INSURED

- Fees for preparing any claim.
- Costs for complying with requirements You were notified of before the loss or damage.

- The Excess as specified on Your Certificate of Insurance.
- Any loss where any part of Your Home is Unoccupied or Unfurnished at the time of the loss or damage unless a Tenancy Agreement had been entered into prior to such loss or damage.
- Any loss once the damaged part of Your Home becomes habitable.

- The Excess as specified on Your Certificate of Insurance.
- Damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Damage to ceramic hobs in movable cookers.

- Damage to secondary double glazing whilst removed for any reason.
- Malicious damage caused by You, Your Family or any person lawfully in Your Home.

Underground Pipes and Cables:

The Insurer will pay the cost of repair following Accidental Damage by external means to cables, underground pipes or underground tanks all servicing the Home and for which You are responsible.

- The Excess as specified on Your Certificate of Insurance.
- Damage caused whilst cleaning or attempting to clear a blockage.
- Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.

Emergency Access:

The Insurer will pay up to £1,000 in respect of damage caused by necessary access to the Building to attend a medical emergency.

- The Excess as specified on Your Certificate of Insurance.

Trace and Access:

The Insurer will pay reasonable costs incurred by You with the consent of the Insurer in locating the source of any escape of water from any fixed water tank apparatus or pipe at the Home including subsequent repairs to walls floors or ceilings within the Buildings.

- Any amount in excess of £1,000 any one claim and £2,000 any one Period of Insurance.
- For the cost of repairs to the fixed water tank apparatus or pipe.

Your Liability to the Public:

The Insurer will pay for damages and claimants' costs and expenses which You become legally liable to pay for accidental:

- (a) death of, or bodily injury to, or illness or disease of any person; or
- (b) Accidental Damage to material property up to £5,000,000 in connection with:

(a) any one claim; or
(b) series of claims;
made against You arising out of any one event occurring during the Period of Insurance and incurred:

- (i) solely as owner (not as occupier) of the Home or the land belonging to the Home; or
- (ii) as employer of any gardener, porter, caretaker or cleaner arising out of the course of their employment in connection with the maintenance, care or upkeep of Your Home.

The Insurer will also pay the legal costs and expenses incurred with the Insurer's written consent in the defence of any claim made against You.

The Insurer will also at Your request treat any Tenant as if they were the Insured provided the Tenant complies with all the terms and conditions of this policy.

- Liability arising directly or indirectly from:
 - (a) any profession, business or employment other than that of Landlord in respect of the insured Home;
 - (b) the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);
 - (c) any agreement unless You would have been liable had the agreement not been made;
 - (d) death, injury, illness or disease of any member of Your Family or a domestic employee;
 - (e) loss or damage to property owned, occupied or in the direct custody or control of You, Your Family, any Tenant or any employee;
 - (f) any incident involving a dog described in Section 1 of the Dangerous Dogs Act;
 - (g) the transmission of any disease or virus by You, or by or to:
 - (i) any member of Your Family;
 - (ii) any Tenant.
- Liability:
 - (a) arising more than seven years after the expiry or cancellation of Section A of this policy;
 - (b) if You are insured under any other policy of insurance.

Defective Premises Act:

The Insurer will also indemnify You for Your legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with a Home previously owned or leased by You and since disposed of.

- Liability:
 - (a) for death, bodily injury, illness or disease or Accidental Damage to material property happening prior to the disposal of the Home;
 - (b) for loss of or damage to the Home disposed of;
 - (c) for remedying any defect in the Home disposed of.

Your Liability to Employees:

The Insurer will pay all sums which You become legally liable to pay as compensatory damages and claimants costs and expenses in respect of death, bodily injury, illness or disease sustained by any gardener, porter, caretaker or cleaner arising out of the course of employment by You within the Territorial Limits in connection with the maintenance, care or upkeep of Your Home during the period of Insurance. The Insurer's limit of liability shall not exceed £10,000,000 in respect of any:

- (a) one claim;
 - (b) series of claims;
- made against You arising from any one event including all costs and expenses.

- Liability for death, bodily injury illness or disease caused when any employee is being carried in, or is entering into or alighting from, any vehicle in circumstances where insurance or security is required under any road traffic legislation.
- Liability arising directly or indirectly from the transmission of any disease or virus by You, or by or to:
 - (a) any member of Your Family;
 - (b) any Tenant.
- Liability for death of, bodily injury to, or illness or disease of any member of Your Family.
- Liability for death or bodily injury arising from lopping, topping or felling of trees.
- Liability assumed under any agreement unless You would have been liable had the agreement not been made.

Purchasers Interest:

If You have contracted to sell the Buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to the benefit of Section A of this policy between Exchange of Contracts and completion of the sale provided the purchaser completes the purchase.

Non-invalidation:

Any act or omission by a Tenant without Your knowledge and outside Your control will not affect Your rights under this policy providing You:

- (a) give notice to the Insurer in writing immediately You become aware of any such act or omission; and
- (b) agree to any terms and conditions and pay any additional Premiums required by the Insurer.

Section C Buildings - Accidental Damage & Malicious Acts Optional Extension

This cover does not apply unless the Certificate of Insurance states that this section is included.

WHAT IS INSURED

Accidental Damage or Malicious Acts or Theft caused by Tenants to the Buildings:

WHAT IS NOT INSURED

- The Excess as specified on Your Certificate of Insurance.
- Any amount recoverable from the Tenant up to the total amount of the initial deposit (proof of the deposit paid by the Tenant must be submitted in the event of a claim).
- Any loss or damage which is insured by a policy issued to the Tenant.
- Damage whilst the Buildings or any part of them have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Damage caused by:
 - (a) faulty workmanship, defective design, or the use of defective materials;
 - (b) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin;
 - (c) domestic pets;
 - (d) movement, settlement or shrinkage in any part of the Buildings;
 - (e) movement of the land belonging to the Buildings;
 - (f) demolition or structural alteration or repair.
- Any destruction or damage otherwise shown as not insured under Section A, B and D of this policy.
- Market depreciation, the cost of maintenance and redecoration.
- The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Section D Buildings -Basis of claims settlement

- (a) The Insurer will pay up to the sum insured for Buildings shown in the Certificate of Insurance (plus any Index Linking adjustment applicable) for the Cost of Rebuilding, repairing or replacing the damaged parts of the Buildings, inclusive of any amount which may become payable under the 'Fees and Other Expenses' benefit of Section B of this policy.
- (b) If the Buildings are not rebuilt or repaired the Insurer will pay at Their option the difference between the market value of the Buildings prior to the loss of damage and the market value of the Buildings following the loss or damage.
- (c) If the Buildings have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (d) If at the time of any loss or damage the sum insured is less than the Cost of Rebuilding, the Insurer will pay the cost of repair or replacement less a deduction for wear and tear.
- (e) The Insurer will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- (f) Where an item or any part thereof which is not Year 2000, or any other date compliant, suffers loss or damage covered under Sections A, B, D and C (where included) of the policy, then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

Automatic Reinstatement

The Insurer will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Contents Cover

This cover does not apply unless the Certificate of Insurance states that this section is included.

Section E Contents - Standard cover

WHAT IS INSURED

Loss of or damage to the Contents by the following causes:

1. Fire, Smoke, Explosion, Lighting, Earthquake;
2. Storm or Flood;
3. Subsidence or Heave of the site beneath the Buildings, or landslip;
4. Riot, Civil Commotion, Strikes, Labour Disturbances;
5. Malicious Acts;
6. Escape of water from, or freezing of water in a fixed water or heating installation or plumbed in domestic appliance;
7. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;
8. Theft or attempted theft involving forcible and violent entry or exit to or from the Building;
9. Leakage of oil from any fixed heating installation;
10. Falling trees or branches;
11. Breakage or collapse of television or radio aerials; aerial fittings, satellite dishes or masts.

WHAT IS NOT INSURED

- The Excess as specified on Your Certificate of Insurance.
- Loss or damage due to any gradually operating cause.
- Loss or damage to the Contents:
 - (a) unless Your Home is fully occupied by:
 - (i) You or Your Family; or
 - (ii) a Tenant who has entered into a Tenancy Agreement.
 - (b) whilst the Buildings are temporarily Unoccupied or Unfurnished for a period exceeding 180 consecutive days.'
- Loss or damage to property in the open.
- Loss or damage caused by:
 - (a) the normal settlement or bedding down of new structures;
 - (b) the settlement or movement of made-up ground;
 - (c) coastal or river erosion;
 - (d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
- Damage resulting from:
 - (i) demolition, construction, structural alteration or repair to the Buildings;
 - (ii) groundworks or excavation.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Loss or damage caused by You or Your Family or any Tenant or other person lawfully in Your Home.
- Damage to the installation or appliance from which the water escapes.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Loss or damage caused by domestic pets.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Loss or damage caused by any member of Your Family, any Tenant or other person lawfully in Your Home.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Damage to the appliance from which the oil escapes.
- Loss or damage arising from felling, lopping, or topping of trees.
- Loss or damage arising from erection, dismantling, repair or satellite dishes or masts.

Section F Contents - Additional Cover

WHAT IS INSURED

Temporary Removal of Contents:

The Insurer will pay for Contents lost or destroyed by any of the Causes 1-11 of Section E of this policy whilst temporarily removed from the Home but remaining in the Territorial Limits:

- (a) up to £5,000 in respect of Contents whilst in university halls of residence or in student accommodation; or otherwise.
- (b) up to 20% of the sum insured for Contents shown in the Certificate of Insurance.

Contents in the Garden:

The Insurer will pay up to £500 in respect of loss or damage to the Contents by any of the Causes 1-11 of Section E of this policy, occurring in the open within the boundaries of the land belonging to Your Home.

Public and Personal Liability:

The Insurer will pay for damages and claimants' costs and expenses which You or any member of Your Family become legally liable to pay for accidental:

- (a) death of, or bodily injury to or illness or disease of any person or;
- (b) Accidental Damage to material property.

Up to £5,000,000 in connection with:

- (a) any one claim; or
- (b) series of claims;

made against You or a member of Your Family arising out of any one event, occurring during the Period of Insurance and incurred:

- (i) solely as occupiers, (but not owners) of the Home or the land belonging to the Home; or
- (ii) as the owner of Contents of the Home.

The Insurer will also pay legal costs and expenses incurred with Their written consent in the defence of any claim made against You or Your Family.

Loss of Oil and Metered Water or Gas:

The Insurer will pay:

- (a) up to £500 for the cost of oil lost from domestic heating installation following Accidental Damage to any part of the domestic heating installation;
- (b) up to £1,000 for additional metered water or Gas charges incurred by You and resulting from any of the Causes 1-11 of Section E of this policy.

Door Locks:

The Insurer will pay up to £1,000 in respect of replacement locks for external doors to the Buildings if Your keys are stolen or lost.

Non-invalidating

Any act or omission by a Tenant without Your knowledge and outside

WHAT IS NOT INSURED

- The Excess as specified on Your Certificate of Insurance.
- Loss or damage in a furniture depository.
- Loss or damage caused by storm or flood to property not in a building.
- Loss or damage by theft unless force and violence is used to gain entry to or exit from a building.

- The Excess as specified on Your Certificate of Insurance.
- Loss or damage to plants, trees and any growing matter.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.

- Liability arising directly or indirectly:
 - (a) from death, bodily injury, illness, disease to any member of Your Family or employee;
 - (b) from loss or damage to property owned by, or in the control or custody of, You or any member of Your Family or any person permanently residing with You;
 - (c) from the transmission of any communicable disease or virus by You or any member of Your Family or by a Tenant;
 - (d) as a consequence of any criminal act by You or any member of Your Family;
 - (e) from any agreement unless You would have been liable had the agreement not been made;
 - (f) from the ownership, use or possession of any:
 - (i) lift, caravan, aircraft or watercraft including jet skis (other than hand propelled watercraft);
 - (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery);
 - (iii) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991;
 - (iv) firearms, other than properly licensed shotguns;
 - (g) from any profession, business or employment other than that of landlord in respect of the insured Home;
 - (h) from any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom.

- The Excess as specified on Your Certificate of Insurance.
- Loss otherwise shown as not insured under Section E of this policy.
- Loss if the Buildings have been left Unoccupied or Unfurnished for more than 90 days.

- The Excess as specified on Your Certificate of Insurance.
- Thefts not reported to the Police.

Your control will not affect Your rights under this policy providing You:

- (a) give notice to the Insurer in writing immediately You become aware of any such act or omission; and
- (b) agree to any terms and conditions and pay any additional Premiums required by the Insurer.

Loss of Rent or Alternative Accommodation:

If the Home is rendered uninhabitable as a result of loss or damage by any of the Causes 1-11 of Section E of this policy the Insurer will pay up to a maximum of 20% of the Contents sum insured for:

- (a) loss of rent; or
- (b) the necessary and reasonable alternative accommodation costs or costs of temporary storage of furniture;

until the Home is again habitable and the Insurer will also pay the necessary and reasonable cost of re-letting.

- The Excess as specified on Your Certificate of Insurance.
- Any loss where any part of Your Home is Unoccupied or Unfurnished at the time of the loss or damage unless a Tenancy Agreement had been entered into prior to such loss or damage.
- Any loss once the damaged part of Your Home becomes habitable.

Section G

Contents - Accidental Damage and Malicious Acts Optional Extension

This cover does not apply unless the Certificate of Insurance states that Accidental Damage is included.

WHAT IS INSURED

Accidental Damage or Malicious Acts or Theft caused by Tenants to Contents when in Your Home:

WHAT IS NOT INSURED

- The Excess as specified on Your Certificate of Insurance.
- Any amount recoverable from the Tenant up to the total amount of the initial deposit (proof of the deposit paid by the Tenant must be submitted in the event of a claim).
- Any loss or damage which is insured by a policy issued to the Tenant.
- Loss or damage whilst the Buildings or any part of them have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climactic conditions, or gradually operating cause, or any process of dyeing, cleaning, repair or alteration.
- Damage caused by domestic pets.
- Damage caused by mechanical or electrical fault or breakdown or misuse.
- Damage arising from depreciation or consequential loss.
- Any loss, destruction or damage otherwise shown under Section E and Section F of this policy as not insured.
- Confiscation or detention.

Section H

Contents - Basis of claims settlement

- (a) The Insurer will pay up to the sum insured for Contents shown in the Certificate of Insurance for the full cost of replacing as new (or at Their option the Insurer will replace as new), reinstating or repairing the lost or damaged Contents with a deduction for wear and tear made only in respect of household linen.
- (b) If at the time of any loss or damage the total cost of replacing all the Contents as new, less an allowance for wear and tear for household linen, is greater than the sum insured for Contents shown in the Certificate of Insurance, the Insurer will pay only that proportion of the loss which the sum insured bears to the replacement cost.
- (c) The Insurer will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (d) In the event of a claim under this policy the Insurer reserves the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced, before any payment can be considered.
- (e) Where an item or any part thereof which is not Year 2000, or any other date compliant, suffers loss or damage covered under Sections E, F, H and G (where included) of the policy, then the basis of the claims settlement, will be the market value of the item or any part thereof at the time of loss or damage.

Automatic Reinstatement

The sum insured for Contents shown in the Certificate of Insurance will not be reduced by the amount of any claim unless the Insurer gives written notice to the contrary.

General Policy Conditions

Conditions 2, 4, 5, 6, 10 and 12 are all conditions precedent to the liability of the Insurer under this policy.

1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. You and all members of Your Family permanently residing with You must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2. Your duty to prevent loss or damage

- (a) You and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- (b) You and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date to the Year 2000 or any other date change.

3. Your personal representatives

If You die, the Insurer will insure Your legal personal representatives for any liability You had previously incurred under the policy, provided they fulfil the terms of the policy.

4. Change in circumstances

You must inform Us of any change in circumstances which increases the risk of loss, injury or damage. In particular You must notify Us if You change Your address or if Your Home:

- (a) becomes Unoccupied or Unfurnished for more than 180 consecutive days; or
- (b) ceases to be occupied by You, Your Family or a Tenant on a valid written Tenancy Agreement; or
- (c) undergoes any major refurbishment, alterations or extensions including removal of all or part of the roof or removal of the exterior walls of the Building.

5. Unoccupied or Unfurnished for in excess of 30 consecutive days

If Your Home remains Unoccupied or Unfurnished for in excess of 30 consecutive days it must be:

- (a) inspected at least once every 14 days either by You or Your appointed letting agents; and
- (b) a record must be kept as documentary evidence that the required inspections have been carried out; and
- (c) the water gas and electricity supplies must be drained except when required to be maintained for central heating when the thermostat must be set to a minimum temperature of 5 degrees Celsius.

6. Unoccupied or Unfurnished for in excess of 180 consecutive days

If Your Home remains Unoccupied or Unfurnished for in excess of 180 consecutive days You must inform Us immediately. Unless the Insurer agrees in writing to extend the insurance (subject to the terms, conditions and payment of any additional Premium required for any such extension), the insurance for Buildings and Contents will cease from the 180th day from the date Your Home became Unoccupied or Unfurnished.

7. Fraud

If a claim is fraudulent in any respect all benefit under this policy will be forfeited.

8. Arbitration

Where the Insurer have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by You and the Insurer in accordance with the law in force at that time. When this happens legal proceedings cannot be started against the Insurer until the arbitrator has reached a decision.

9. Other Insurances

If at the time of any loss, damage or liability arising under the policy, there is any other insurance covering the same loss, damage or liability the Insurer will pay, only Their rateable proportion.

10. Notification of a Claim

You shall on the happening of any event that could give rise to a claim under this policy:

- Advise the Police immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property;
- Provide proof of the deposit payment if Your claim is for Accidental or Malicious Damage caused by Tenants. The deposit payment will be deducted from the amount of the claim in addition to deduction of the Excess;
- Report in writing to the Insurer (unless advised by the Insurer to the contrary) without any unnecessary delay and provide all information and assistance, which the Insurer may reasonably require;
- Take all reasonable steps to recover any lost or stolen property;
- Provide at Your own expense to the Insurer, all the details and evidence, including written estimates and proof of ownership or value;
- Send immediately to the Insurer any letter of notification or any writ, summons or other legal document served on You or Your Family in connection with a possible claim;
- Not answer any correspondence or admit, deny or negotiate any claim without the Insurer's written consent.

11. Insurer's rights after claim

The Insurer or Their representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to the Insurer. The Insurer may conduct, in Your name and on Your behalf, the defence or settlement of any legal action and take

proceedings at Their own expense and for Their own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this policy.

12. Payment of Premium

Where payment of Premium is not made, any cover provided by this policy will be inoperative from the date such Premium was due.

Where the policy is cancelled mid term and a claim has occurred and been paid by the Insurer during the Period of Insurance in which the policy is to be cancelled, refund of Premiums will be made at the Insurer's discretion.

13. Payment of Claims

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of Persons or entities that may be entitled to claim contractual rights under this policy and the Insurer's maximum liability shall not thereby be increased above the amount that would have been payable if You were the only person or entity that was entitled to contractual rights under the policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy, the Insurer shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities which may be entitled to contractual rights under this policy.

14. Law applicable to the Policy

You and the Insurer are free to choose the Law applicable to this contract but in the absence of written agreement to The contrary the Law of England and Wales will apply.

15. Rights of Third Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from such Act.

General Policy Exclusions

WHAT IS NOT INSURED BY THIS POLICY:

1. Loss or destruction of, or damage to any property or any direct or indirect consequential loss, or any legal liability directly or indirectly caused by or contributed to or arising from:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
This exclusion does not apply to Accidents to Domestic Employees ('Your Liability to Employees' in Section B);
 - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
This exclusion does not apply to Accidents to Domestic Employees ('Your Liability to Employees' in Section B);
 - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by You or Your Family due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by You or any member of Your Family.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

5. (a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - (i) A failure of that item of any part thereof to correctly recognise the date change to the Year 2000 or any other date change;
 - (ii) Computer viruses.
- (b) Legal expenses or legal benefits or liability arising from (a) above.

EXCEPT

Where the loss or damage would fall to be dealt with by operation of the Causes 1 to 11 inclusive under Section A and Section E of this policy.

6. (a) Liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by, resulting from or in connection with:
 - (i) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (ii) any action taken in controlling, preventing, suppressing or in any way relating to any act of TERRORISM.
- (b) Loss, damage or destruction or any consequential loss resulting from loss, damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, damage or destruction by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

Except to the extent:

- that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees;
- stated in the SPECIAL PROVISION – TERRORISM.

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes, including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion any liability, death, injury, loss, damage, destruction, cost or expense is not covered by this policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability, death, injury, loss, damage, destruction, cost or expense is covered (or is covered beyond the Limit of Liability) shall be Yours.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of the policy, this Insurance includes loss, damage or destruction to Property insured within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in this General Exclusion provided that:

- (a) this policy is issued in the name of an individual or individuals;
- (b) the original Insured is not a trustee or a body of trustees that holds the Buildings under a trust;
- (c) Your main occupation / trade is not that of a Property Owner;
- (d) the Buildings are not used either partly or wholly for any business, commercial or industrial purposes;
- (e) in respect of loss damage or destruction to Buildings Contents and subsequent Loss of Rent or Alternative Accommodation in total any one loss occurrence the Insurer's liability shall not exceed the sum insured stated in the Certificate of Insurance;
- (f) The Insurer will not be liable for loss, damage or destruction arising directly or indirectly from:
 - (i) the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants;
 - (ii) the use or threat of use or explosion of any nuclear device or radioactive substance.

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours.

Cancellation of the Policy

Cancellation by You

If You wish to cancel please contact Us by calling 0844 561 0660 or by writing to Us at Letsure Limited, 3rd Floor, Granite House, 31 Stockwell Street, Glasgow G1 4RZ.

Cooling Off period

If You decide not to proceed with this insurance within fourteen days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later, the Insurer will refund any Premium You have paid, provided that You have not made any claims and no incidents have arisen that could result in a claim under the policy. A charge of up to £10 to cover the administrative costs of providing the policy will be applicable.

Cancellation At Any Other Time

Following the expiry of the cooling off period, You continue to have the right to cancel Your policy at any time during the Period of Insurance. If You wish to do so, You will be entitled to a pro-rata refund of the Premium paid provided that You have not made any claims and no incidents have arisen that could result in a claim under the policy. A charge of up to £40 to cover the administrative costs of providing the Policy will be applicable.

Cancellation by Us or the Insurer

We or the Insurer may cancel this policy at any time giving fourteen days notice by recorded delivery letter to the Your last known address to Us and in such event We will return the pro-rata portion of the Premium for the unexpired Period of Insurance.

Making a complaint

Both Us and Your Insurer are committed to providing You with the highest levels of service but sometimes things can go wrong. Should You be dissatisfied with the service that You have received from either Us or Your Insurer, please follow the process below which is designed to help resolve any issues quickly and fairly.

What to do should You be dissatisfied

For complaints about claims contact the Head of Claims Operations at:

Groupama Insurances, One Port Way, Port Solent, Portsmouth, Hampshire, PO6 4TY.

Tel: 0845 112 0492

Fax: 0870 600 2102

Email: smeclaims@groupama.co.uk

If You are not happy with the Insurers response to Your complaint, please write to the Chief Executive at:

Groupama Insurances, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB.

Tel: 0870 850 8510
Fax: 020 7264 2860

The Insurer promise to:

- acknowledge Your complaint within five days of receiving it;
- have Your complaint reviewed by a senior member of staff;
- tell You the name of the person managing Your complaint; and
- respond in full to Your complaint within 28 days. If this is not possible for any reason, the Insurer will write to You to explain why They have not been able to settle the matter quickly. They will also let You know when They will contact You again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

For complaints about policy administration and documents, contact the Complaints Manager at:

Letsure Limited, 3rd Floor, Granite House, 31 Stockwell Street, Glasgow, G1 4RZ

Tel: 0844 561 0660

Email: info@letsure.co.uk

Financial Ombudsman Scheme

If You are dissatisfied with Our or the Insurer's final decision You may be able to pass Your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review Your case. Their address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 080 1800

You can visit the Financial Ombudsman Service website at www.fos.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 action mentioned above, it will not affect Your right to take legal action.

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS).

If They fail to carry out Their responsibilities under this policy, You may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0207 892 7300.



LETSURE

Registered Office: 4-9 Highview, High Street, Bordon, Hampshire, GU35 0AX.
Letsure Limited is authorised and regulated by the Financial Services Authority
Register No. 313817. Calls may be recorded and monitored to assist us to
prevent fraud and improve our service.

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