

Landlords' Household Insurance Policy Wording

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2 HOW TO CONTACT US

LETSURE LTD

Granite House, 31 Stockwell Street, Glasgow, G1 4RZ

QUOTELINE – Quotations and New Business

Tel: **0844 561 0880**

Fax: **0844 561 7849**

CUSTOMER SERVICES – Policy amendments and Cancellations

Tel: **0844 561 0660**

Fax: **0844 800 5286**

Email: info@letsure.co.uk

CLAIMS – Notification of Claims

Tel: **0844 561 7404**

Fax: **0844 561 7643**

3 INTRODUCTION

Welcome to Letsure. We thank you for your instructions to arrange your insurance. Letsure offers a range of insurances which are suitable to meet the demands and needs of landlords who own properties let primarily for residential purposes.

This document, the Certificate of Insurance, Schedule of Insured Properties, if more than one property is insured, together with any information that you have provided when applying for the insurance form the basis of and set out the Terms and Conditions of the Policy cover (s) that you have purchased.

Your Certificate of Insurance identifies the section(s) of the policy that you have purchased; the sums insured you have chosen; period of insurance and any endorsements applicable which may vary the terms and conditions of the Policy concerned.

We recommend you read these documents carefully to make sure that they give you adequate protection to meet your current demand and needs.

Any leaflets or similar literature you receive about this insurance **do not** form part of your policy.

The following statements which do not constitute advice set out how this insurance can assist to meet the demands and needs of a landlord. For full details of the contract you must refer to the Policy wording.

4 DEMANDS AND NEEDS STATEMENT

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, including theft by tenants, and legal liabilities as well as providing cover when properties become unoccupied between lets.

For landlords who wish to include accidental damage the insurance also provides this cover on an optional basis.

5 CHANGES WE NEED TO KNOW ABOUT

If your needs change at any time please let us know as the policy is designed for easy amendment.

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.

Whenever you make a change to your cover we will issue a replacement Certificate of insurance.

We hope that you will let us arrange your insurance for many years to come. If this insurance is intended to replace a policy with another insurer, please make sure you do not continue or renew that policy.

THIS POLICY

This Policy expires at midnight on the last day of the first or subsequent Periods of Insurance.

Please examine this Policy; if it is not correct please return immediately to us for alteration.

6 ON RECEIPT OF YOUR POLICY WORDING

To ensure that Your Policy gives You the protection You need We recommend that You read it carefully and return it immediately if it is not in accordance with Your requirements. The Certificate of Insurance specifies the cover You have selected; it is Your evidence of insurance and may be required in the event of a claim.

Remember also, that even adequate insurance does not compensate completely for the worry and inconvenience that usually follows an accident. Please therefore take reasonable precautions. You will find some useful General Information at the end of this Policy wording for Your guidance.

7 THE CONTRACT OF INSURANCE

This policy is a contract between You, the Insured, and the Insurers.

In return for the payment of Premium by You, Insurers will provide insurance in accordance with the Policy cover for those sections shown in the Certificate of Insurance in respect of events happening during the

Letsure Limited is authorised and regulated by the Financial Services Authority.

Registered in England number 3101053. Registered office address: 4-9 Highview, High Street, Bordon, Hampshire, GU35 0AX.

Telephone: 0844 561 0660 Fax: 0844 800 5286 Website: www.letsure.co.uk

Calls may be recorded and monitored to assist us to prevent fraud and improve our service.

Period of Insurance, or any subsequent period for which You pay and We agree to accept a renewal premium.

This Policy, the statement of facts and / or proposal form and the certificate of Insurance should be read together and form the contract of Insurance.



Pierre Lefèvre
Chairman and Chief Executive
Groupama Insurance Company Limited

8 CANCELLATION

- 8.1** You may cancel your policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. If you wish to do so, you will be entitled to a full refund of the premium paid less a charge of up to **£25.00** to cover the administrative cost of providing the policy.
- 8.2** Following the expiry of the initial period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover and there will also be an additional charge of up to **£25.00** (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.
- 8.3** Notwithstanding the above if an insured event has occurred which may give rise to a total loss claim, you will be required to pay the premium as stated for the Period of insurance shown on the Certificate of Insurance.
- 8.4** To cancel please contact: Letsure Customer Services, Granite House, 31 Stockwell Street, Glasgow G1 4RZ (Telephone: **0844 561 0660**).
- 8.5** If you do not cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated for the Period of insurance shown on the Certificate of Insurance.

9 OUR PROMISE OF SERVICE

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments

to make sure We continually improve the service We offer.

What will happen if You complain?

- 1) We will acknowledge Your complaint promptly.
- 2) We aim to resolve complaints, following assessment and investigation within 5 working days of receipt.

Most of Our customer's concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response.

What to do should you be dissatisfied

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting the Complaints Manager at:

Letsure Limited,

Granite House, 31 Stockwell Street, Glasgow G1 4RZ
or telephone us on **0844 561 0660**.

If you remain unhappy with the decision you receive you may write to us by contacting the Chairman and Chief Executive at:

Groupama Insurances,

Groupama House, 24-26 Minories, London EC3N 1DE
Telephone: **0870 850 8510** Fax: **020 7264 2860**

If you are dissatisfied with our final decision you can refer the matter to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service,

South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: **0845 080 1800**

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are holder or a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

10 THE FINANCIAL SERVICES COMPENSATION SCHEME

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time. You would be covered for all of the first **£2,000** of any claim and 90% of the remainder, without any upper

limit. For compulsory classes of cover you would be covered in full for any claim without any upper limit.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

11 HOW TO CLAIM

Complete a claim form, which can be obtained from Letsure Telephone: **0844 561 0660** and return to the:

**The Claims Department,
Groupama Insurance Company Limited,
3rd Floor, Building One,
Imperial Place,
Elstree Way, Borehamwood, WD6 1JN**

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 Groupama Insurances.

12 CHANGES WE NEED TO KNOW ABOUT

Please tell us immediately You become aware of any changes to Your circumstances which may affect this insurance or any other material fact, e.g. a change to the persons to be insured, if the sums insured become inadequate, criminal convictions (or cautions) of any of the persons to be insured.

13 ADMINISTRATION CHARGE

We reserve the right to apply an administration charge of up to **£25** (subject to insurance premium tax where applicable) for any adjustments you make to your policy. We will always notify you before we charge you.

14 CHOICE OF LAW

The law of England and Wales will apply to this contract unless:

- i) You and the Insurers agree otherwise; or
- ii) At the date of the contract You are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

15 DEFINITION OF TERMS

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:

Sudden and unexpected damage caused by external means.

Building:

The private dwelling and its outbuildings shown in the Certificate of Insurance used solely for domestic purposes, built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt.

Certificate of insurance:

The current Certificate of Insurance completed by the Company detailing the cover, and forming part of the Policy.

Company/we/our/us:

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**.

Excess:

The amount You have to pay for each separate claim.

Insured/Insured Person/You/Your:

The person(s) named in the Certificate of insurance and members of their family permanently residing with him/her/them.

Insurers:

This insurance is underwritten by Groupama Insurance Company Limited. Registered in England No. 995253. Registered Address, Groupama House, 24-26 Minories, London EC3N 1DE. 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**.

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.

Policy:

The documents consisting of this Policy, the current Certificate of insurance, completed statement of facts or proposal form, You complete and any endorsements issued by Us / Insurers.

Premium:

The cost of the cover as specified on the Certificate of Insurance.

Unfurnished:

Not having enough furniture to live in permanently.

Unoccupied:

Not having been lived in for more than 30 consecutive days in a row.

CONTENTS INSURANCE SECTION

(This section is only operative if shown on the Certificate of Insurance)

16 DEFINITION OF CONTENTS

- ### 16.1 Household Goods furniture and furnishings of every description 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 and;
- 3) Gas and electric cookers and meters.

16.2 Fixtures and Fittings

Belonging to You (or for which you are responsible) not being landlords fixtures and fittings.

16.3 Interior Decorations

Belonging to You where you are not responsible for insuring the private dwelling.

17 CONTENTS:

WHAT IS COVERED / WHAT IS NOT COVERED

17.1 INSURED EVENTS:

Your Policy covers loss or damage to the contents in the dwelling caused by the following events.

What is **not** covered by all of the following events:

The first **£100** of each claim;

Property Insured by any other policy;

Securities and documents of any kind;

Motor vehicles (other than motorised domestic gardening equipment) caravans, trailers, watercraft, hovercraft, aircraft and their accompanying accessories;

Livestock and pets;

Any part of the structure of the building, including ceilings, wallpapers and the like (other than interior decorations as defined above);

Jewellery, gold and silver articles (included plated articles) watches, clocks, furs, collections of medals and coins, pictures, sculptures and other works of art and stamp collections;

Cash, bank and currency notes;

Goods used for business and professional purposes
Loss, damage, injury or liability as detailed in the General Exclusions.

17.2 EVENTS

- 17.2.1** i) **Fire, lightning, explosion earthquake; and**
ii) **Smoke**

What is **not** covered:

Anything that happens gradually.

17.2.2 Storm and flood

What is **not** covered:

Loss or damage caused by frost.

- 17.2.3** i) **Riot Civil Commotion Strikes Labour and political disturbances;**
ii) **Malicious Persons or vandals.**

What is **not** covered:

Malicious damage caused by You or Your paying guests without a formal Tenancy Agreement.

Any amount recoverable from the tenant.

Loss or damage occurring after the building has been left Unfurnished or Unoccupied.

(See also General Exclusion **27.2.5**)

17.2.4 Collision by:

- i) **Aircraft or other aerial devices or any thing dropped from them;**
ii) **Vehicles or animals.**

What is **not** covered:

Loss or damage caused by domestic animals.

- 17.2.5** i) **Escape of water** from water tanks, apparatus or pipes or fixed heating installations; and
ii) **Freezing of water** in tanks apparatus and pipes.

What is **not** covered:

Loss or damage occurring after the Building has been left Unfurnished or Unoccupied.

(See also General exclusion **27.2.5**)

17.2.6 Theft or attempted theft

What is **not** covered:

Theft by deception unless deception is used solely as a means to enter the Building.

In respect of self-contained flats theft of property from any communal parts of the Building not involving entry to or exit from the Building by forcible and violent means.

Loss or damage caused by You or Your paying guests who don't have a formal Tenancy Agreement.

Any amount recoverable from the tenant.

Any amount exceeding **£2,500** from outbuildings (other than garages).

Loss or damage occurring when the Building has been Unfurnished or Unoccupied.

(See also General Exclusion 27.2.5)

17.2.7 Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.

17.2.8 Subsidence and/or heave of the site on which the Building stands and / or landslip.

What is not covered:

Damage if any of the Buildings on the site have to Your reasonable knowledge, previously suffered damage by subsidence, heave and landslip unless disclosed by You and accepted by the Company;

Damage due to coastal erosion;

Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the Building are damaged by the same cause at the same time;

Damage caused by new structures bedding down or newly made up ground settling.

17.2.9 Falling Trees or branches

What is not covered:

Loss or damage caused by felling and lopping.

17.2.10 Accidental Breakage of Mirrors and Glass

Accidental breakage of mirrors, plate glass tops to furniture, fixed glass in furniture and ceramic hobs up to **£500**, whilst in the Dwelling.

17.2.11 Contents in the Open

Loss of or damage to contents up to **£500** in total, any one event, by any of the Insured events 17.2.1 – 17.2.9, occurring in the open (including in any car port) within the boundaries of the land belonging to the Building.

What is not covered:

Loss or damage occurring after the Building has been left Unfurnished or Unoccupied.

Loss or damage to any property contained in or on any motor vehicle.

17.2.12 Loss of Keys

If the keys to the locks of:

- i) External doors of the Building; and
- ii) Alarm systems or domestic safes fitted to the Building are lost or stolen Insurers will pay the cost of replacing the locks or lock mechanism up to a maximum of £250 any one event.

What is not covered:

Any loss arising as a result of non-returning of keys by a tenant.

17.2.13 Loss of Oil and Metered water

Accidental loss of:

- i) Domestic heating oil up to **£500**;
- ii) Metered water up to **£1,000**.

What is not covered:

Damage caused to the installation due to your domestic water or heating installations being damaged.

17.2.14 Rent

Loss of rent receivable if the Building is damaged by any of the events Insured by the Policy including any reasonable additional expenses that You have to pay for other accommodation but only for the period necessary to put the Building back into a fit state to live in.

What is not covered:

Any amount exceeding 20 percent of the Sum Insured as shown in the Certificate of Insurance

17.2.15 Accidental Damage (Your Certificate of insurance will show cover as Accidental Damage if this event is insured by your Policy).

Accidental Damage to the contents in the Building or its domestic outbuildings.

What is not covered:

Any amount recoverable from the Tenant;

Damage arising from wear, tear, depreciation, the action of light, atmospheric conditions, insects, moths, vermin, infestation, damp, rust, wet or dry rot or any gradually operating cause;



The process of cleaning, washing, repairing or restoring of any article, electrical or mechanical breakdown or consequential loss;

Damage caused by failure to use in accordance with manufacturers' instructions;

Damage caused by domestic pets
Damage caused by faulty design, faulty plan, faulty specification or faulty materials;

Any destruction or damage specifically excluded elsewhere in the Contents section.

17.3 SUM INSURED

Insurers liability in respect of loss or damage to the Contents in the Building by any of the causes under Cover 17.2.1– 17.2.9 and 17.2.15 if included, shall not exceed the Sum Insured as shown in the Certificate of Insurance.

17.4 SUM INSURED CONDITION

The sum insured must at all times be sufficient to cover the full cost of replacing the contents as new except for household linen where a deduction may be made for wear, tear and depreciation.

17.5 HOW WE SETTLE CLAIMS

The amount Insurers will pay for loss or damage to the Contents will at their option be:

- i) The cost of replacing items which are totally lost or destroyed, without any deduction for wear and tear or loss of value as long as:
 - a) the sum insured is enough to replace the Contents; and
 - b) the replacement is carried out straight away.

If You do not replace the Contents which are totally lost or destroyed straight away or if the sum insured is not enough for the replacing of the contents, the amount Insurers will pay will be the market value of the totally lost or destroyed items.

- ii) The cost of repairing damaged items.
In respect of household linen, Insurers will take off an amount for wear and tear or loss of value.
- lii) The cost of removing debris.

17.6 MATCHING SETS AND SUITS

Insurers will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item. Insurers will pay You for damaged items but not for the other pieces of the set or suite which are not damaged.

Insurers will not pay more than the sum insured for loss or damage to the Contents by any of the events 17.2.1 – 17.2.9 and 17.2.15 arising out of any one occurrence.

BUILDINGS INSURANCE SECTION

(This section is only operative if shown on the Certificate of insurance).

18 DEFINITION OF BUILDINGS

18.1 The private dwelling built of brick stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt or built or roofed with other materials notified to and approved by us and the following if they form part of the private dwelling and belong to You and are Your responsibility: swimming pools, hard courts, terraces, patios, drives and footpaths, walls, gates, fences and hedges, domestic outbuildings and garages (including those on nearby sites).

18.2 Landlords fixtures and fittings in or on the Buildings all as situated as stated in the Certificate of Insurance.

18.3 BUILDINGS WHAT IS COVERED / WHAT IS NOT COVERED

What is **not** covered by all of the following events:

The first £100 of each claim, except for subsidence Insured event 18.3.9

Damage by wet or dry rot.

18.3.1 i) Fire, lightning, explosion, earthquake; and ii) smoke

What is **not** covered:

Any thing which happens gradually.

18.3.2 Storm and flood

What is **not** covered

Loss or damage caused by frost or loss of o damage to fences, gates or hedges.

18.3.3 i) Riot Civil Commotion Strikes Labour and political disturbances; ii) Malicious Persons or vandals;

What is **not** covered:

Any amount recoverable from the tenant;



Loss or damage occurring after the Building has been left Unfurnished or Unoccupied.

(See also General Exclusion 27.2.5).

18.3.4 Collision by:

- i) Aircraft or other aerial devices or any thing dropped from them;
- ii) Vehicles, trains or animals.

- 18.3.5 i) **Escape of water** from water tanks, apparatus or pipes or fixed heating installations; and
ii) **Freezing of water** in tanks apparatus and pipes.

What is not covered:

Loss or damage occurring after the Building has been left Unfurnished or Unoccupied.

(See also General Exclusion 27.2.5).

Any damage caused to the installation, unless it is insured elsewhere by the Policy.

18.3.6 Leakage of oil from a fixed installation

What is not covered:

Any damage caused to the installation, unless it is insured elsewhere by the Policy.

18.3.7 Theft or attempted theft

What is not covered:

Theft by deception unless deception is used solely as a means to enter the Building;

Loss or damage caused by You or Your paying guests who do not have a formal Tenancy Agreement;

Any amount recoverable from the tenant
Loss or damage occurring after the Building has been left Unfurnished or Unoccupied.

(See also General Exclusion 27.2.5)

18.3.8 Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.

18.3.9 Subsidence and/or heave of the site on which the Building stands and / or landslip.

What is not covered:

The first **£1,000** of each claim;

Damage if any of the Buildings on the site have to Your reasonable knowledge previously suffered damage by subsidence, heave, or landslip unless disclosed by You and accepted by the Company;

Damage due to costal erosion;

Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the Building are damaged by the same cause at the same time;

Damage caused by new structures bedding down or newly made up ground settling.

18.3.10 Falling Trees or branches

What is not covered:

Loss or damage caused by felling or lopping.

18.3.11 Damage to Services

Accidental damage by external means to:

- i) underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the property to the public supply, for which You are legally responsible; and;
- ii) septic tanks and drain inspection covers for which You are legally responsible.

18.3.12 Breakage of fixed glass and sanitary fixtures

Accidental breakage of fixed glass forming part of the Buildings including double glazing, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns (and their fixtures and fittings) in the Buildings.

What is not covered:

Breakage occurring when the Building has been left unfurnished or unoccupied unless the Letting Agent or you inspect the property at least once every **14 days**.

18.3.13 Rent

If the Building is damaged by any causes listed under Insured events 18.3.1–18.3.12 or 18.3.15 and it cannot be lived in Insurers will pay for any ground rent you may have to continue to pay for a period not exceeding two years.

In the same circumstances Insurers will also pay up to a maximum of **20 percent** in total, of the

Sum Insured by this section, as shown on the Certificate of Insurance of:

- i) your rent receivable; or
- ii) any reasonable additional expenses you have to pay for other accommodation but only for the period necessary to put the Building back into a fit state to live in.

18.3.14 Emergency Access

Accidental damage to the Building up to **£1,000** following necessary access to the Building to attend a medical emergency.

18.3.15 Accidental Damage

(Your Certificate of Insurance will show cover as Accidental Damage, if this event is insured by Your Policy):

Accidental Damage to the Buildings:

What is not covered:

Any amount recoverable from the tenant;

Damage arising from wear, tear, depreciation, the action of light, atmospheric conditions, insects, moths, vermin, infestation, damp, rust, wet or dry rot or any gradually operating cause;

The use of defective materials, defective design or faulty workmanship;

The cost of maintenance or normal re-decoration;

Damage caused by domestic pets;

Loss or damage or destruction caused by pollution or contamination;

Any destruction or damage specifically excluded elsewhere in the Buildings section.

19 SUM INSURED CONDITION

The sum insured chosen by you must be enough to pay for the cost of rebuilding the property to the same specification including demolition and debris removal costs and architects and surveyors fees and extra costs necessary to comply with building regulations.

Insurers will not pay more than the sum Insured as shown on the Certificate of insurance.

19.2 Index Linking

Insurers will change the Sum Insured each month by the percentage change in the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of

Chartered Surveyors (or some other suitable index they decide upon).

Amended sums insured and renewal Premium will be shown on your renewal notice; however Sums Insured will remain unchanged in the event of the index reducing.

Insurers will not charge extra premiums on any index linking adjustments during the Period of Insurance. Insurers will work out the renewal premium on the sum insured, which applies on the last day of the month, three months before renewal date.

If You claim for loss or damage, Insurers will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced.

You must take all reasonable steps to have the repair or replacement carried out straight away. Insurers will make index linking adjustments after the date of the loss or damage for up to one year.

20 HOW INSURERS SETTLE CLAIMS

The amount that Insurers will pay for loss or damage to the property will be the cost of the following:

20.1 Repairing or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long as:

- i) the sum insured will cover the cost of rebuilding all the property; and
- ii) the repair or replacement is carried out immediately.

If the Sum Insured will not cover the loss or damage, the amount Insurers will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out, the amount Insurers will pay will be the loss of value resulting from the loss or damage but not more than what it would have cost to repair or replace the item if this had been carried out straight away.

20.2 Demolishing, removing debris, shoring up, or propping up parts of the Building.

20.3 Architects, surveyors, legal and other fees for estimates, plans, specifications, quantities, tenders, and supervision, Insurers will not pay more than the fees authorised under the scales of the Royal Institution of British Architects, the Schedule of



professional charges of The Royal Institution of Chartered Surveyors and The Law Society.

Insurers will not pay any fees for preparing any claim.

- 20.4** Any extra costs to keep to building or other regulations or within the bylaws of any local authority but only for the damaged parts of the Building.

This does not include any extra costs You pay after notice has been served on You.

21 MATCHING SETS AND SUITES

Insurers will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

Insurers will pay for the damaged items but not for the other pieces of the set or suite that are not damaged.

22 SELLING YOUR HOME

When you sell your interest in the property, the person who completes the purchase will be covered by the insurance in this section. The cover will apply up to the date of completion as long as they have no other insurance in force.

LIABILITY SECTION

Your policy provides cover for the following:

- a) If Buildings and Contents or Buildings and Limited Landlords Contents are insured under the BUILDINGS and CONTENTS INSURANCE SECTIONS, Insurers will provide cover against events **25.1.1–25.1.4**.
- b) If Buildings are insured under the BUILDINGS INSURANCE SECTION but Contents or Limited Landlords Contents are not insured Insurers will provide cover against events **25.1.1– 25.1.4** arising because you are the owner of the Building.
- c) If Contents are insured under the CONTENTS INSURANCE SECTION but Buildings are not insured Insurers will provide cover against events **25.1.1, 25.1.2 and 25.1.4**.
- d) If Limited Landlords Contents only are insured under the CONTENTS INSURANCE SECTION but Buildings are not insured Insurers will provide cover against events **25.1.1– 25.1.4**.

23 DEFINITION OF TERMS

Injury

Bodily injury, death and illness, or shock.

Dangerous animal

An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in section 1 of the Dangerous Dogs Act 1991.

The Dwelling

Your Building at the address of the property insured shown in the Certificate of insurance and all land belonging to it.

The Property

Household Goods, furniture and furnishings as defined in the Contents section.

24 LIMIT OF INDEMNITY

Insurers will not pay more than **£2,000,000** under the liability section, Insured Events **25.1.1–25.1.3** or **£5,000,000** under liability section, Insured Event **25.1.4** for all compensation and claimants' costs and expenses for any one claim or series of claims arising out of any one event.

25 LIABILITY INSURANCE – WHAT IS COVERED

Insurers will pay all amounts you legally have to pay as:

- i) compensation and claimants' costs and expenses; and
- ii) legal costs and expenses you pay with Insurers written permission in connection with defending any claim.

25.1 INSURED EVENTS

25.1.1 Accidental injury to any person

25.1.2 Accidental loss of or damage to material property

If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.

25.1.3 Defective Premises Act

Insurers will pay any amounts you are liable for under section 3 of the Defective Premises Act of 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from accidental:

- i) **Injury to any person;**
- ii) **Loss or damage to property** happening during the period of insurance.

If the Buildings section of this policy is cancelled or expires this cover shall continue for a period of seven years, in respect of the dwelling insured under the Buildings section before such cancellation or expiry.

25.1.4 Employers Liability

Insurers will pay all amounts up to a maximum of **£5,000,000** You are liable for if any domestic employee is injured arising out of his or her

employment under a contract of service or apprenticeship in connection with the Dwelling. Exclusions **26.1.1** to **26.1.4** of this section will not apply to this event.

The indemnity granted by Insured Event 25.1.4 is deemed to be in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, Northern Ireland the Isle of Man, the Channel Islands but the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law.

26 LIABILITY INSURANCE – WHAT IS NOT COVERED

- 26.1.1** Liability you have under any agreement unless you would have the same liability if the agreement did not exist.
- 26.1.2** Liability for loss of or damage to any property belonging to you or which you are in charge or control of.
- 26.1.3** Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under Event **25.1.4**.
- 26.1.4** Liability arising directly or indirectly out of your occupation, business (other than as owner of the Dwelling or the Property), trade or profession.
- 26.1.5** Liability in respect of injury, loss or damage caused by or arising out of:
- i) Any passenger lift which you are responsible for maintaining;
 - ii) The ownership tenure or occupation of any land or building, other than the dwelling insured by this policy.
- 26.1.6** You owning, possessing, or using a dangerous animal or specially controlled animal.
- 26.1.7** Liability which is insured by or would but for the existence of this section be insured by any other Policy.
- 26.1.8** Liability if You are injured.
- 26.1.9** Liability arising from 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.

26.1.10 Liability in respect of fines, penalties, liquidated, aggravated, punitive or exemplary damages or any damages arising from the multiplication of compensatory damages (See General explanations in the General Guidance notes on page 15).

26.1.11 For event **25.1.4** only – Liability for causing the death of or injury to any employee if they have driven or been a passenger in a motor vehicle if you need insurance under the Road Traffic Act.

27 GENERAL EXCLUSIONS

This Policy does **not** cover the following:

27.1 War and Terrorism

27.1.1 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event:

war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

27.1.2 Terrorism

Loss, damage, costs or expenses of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

27.2 Radioactivity

- a) Loss of or damage to property or any loss or expense arising therefrom or any consequential loss;
- b) any legal liability.

directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiation 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.

**27.2.1 Sonic Bangs**

Loss of or damage to the property occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

27.2.2 Computer Date Change

Loss of or damage (including accidental damage) to or breakdown of any electronic equipment,

whether belonging to the insured or not, caused directly or indirectly by its failure at any time before, during or after the year 2000 correctly to recognise, accept, respond to, retain or process data representing a date or part of a date.

Electronic equipment includes:

- i) Any computer equipment, system or software;
- ii) Any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

27.2.3 Unoccupancy

If the dwelling is left unoccupied between lets or is unoccupied prior to the commencement of the first tenancy, loss or damage to the Dwelling caused by the following Insured events are not covered under either the Buildings and / or contents sections:

- i) Theft or attempted theft;
- ii) Malicious persons;
- iii) Escape of and freezing of water.

UNLESS the dwelling is:

- i) Inspected at least once every 14 day period either by you or your appointed letting agents; and
- ii) A record is kept as documentary ; evidence that the required inspections have been carried out; and
- iii) The water gas and electricity supplies are turned off at mains and the water system drained except when required to be maintained for central heating and the thermostat set to a minimum temperature of 15Cc (59F).

Furthermore If the Building remains unoccupied and is no longer to be let, the following insured events will not be covered under the Buildings and / or contents sections regardless of whether or not the Building is being inspected:

- i) Theft or attempted theft;
- ii) Malicious damage;
- iii) Escape of and freezing of water.

27.2.4 Pollution

Insurers will not pay for damage caused by or resulting from pollution or contamination, other than damage caused by:

- i) Pollution or contamination which results from damage by a cause which is insured by this policy; or
- ii) Damage by a cause which is insured by this policy which results from pollution or contamination.

27.2.5 Loss of market value

Loss of market value after an item is repaired or replaced.

28 GENERAL CONDITIONS**28.1 Your duty to prevent loss or damage**

- i) You and any other person to whom this insurance applies shall take all reasonable precautions to prevent accidents loss or damage.
- ii) All property insured under this policy shall be maintained in good condition.

28.2 Interpretation

The certificate of insurance forms part of this policy and the expression "this policy" wherever used in this contract shall be read as including the certificate of insurance and any attached sections, specifications or endorsements any word or expression to which a specific meaning has been given in any part of this policy shall bear that meaning wherever it appears.

28.3 Claims**Your Duty**

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

- i) Notify the police immediately if any property is lost, stolen or maliciously damaged;
- ii) Report in writing to us without any unnecessary delay and provide all information and assistance, which we / Insurers may reasonably require;
- iii) Take all reasonable steps to recover any lost or stolen property;
- iv) Forward all correspondence legal process or any other documents to us unanswered;
- v) Not discuss liability with any third party.

Insurers Rights

- i) Insurers shall be entitled to:
 - a) take over and conduct in your name the defence or settlement of any claim; or
 - b) prosecute in your name for Insurers benefit any claim for indemnity or damages or otherwise;

- ii) Insurers shall have full discretion in the conduct of any proceedings and the settlement of any claim;
- iii) No property may be abandoned to Insurers, who are entitled to enter any building where loss or damage has happened and deal with salvage in a reasonable manner.

Limit

In respect of any claim or series of claims for which this policy indemnifies you against your Legal liability Insurers may at any time pay you:

- i) The limit of indemnity (after the deduction of any sum(s) already paid as compensation); or
- ii) Any lesser amount for which such claim(s) can be settled.

Once the payment has been made Insurers shall relinquish the conduct and control of and be under no further liability in connection with the claim(s) except for the payment of costs and expenses recoverable or incurred prior to the payment date.

28.4 Fraud

If you make a fraudulent claim or give us / Insurers false information, Insurers will not pay your claim and will cancel the policy. If you know of or deliberately cause any injury or damage, Insurers will not pay your claim and will cancel the policy.

28.5 Other Insurances

If at the time of the claim you have any other insurance covering the claim, Insurers will only pay their share of the claim.

28.6 Cancellation

We or the Insurers may cancel this policy by sending 14 days notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which you have been covered.

You may cancel the Policy at any time during the period of insurance by giving us fourteen (14) days notice. If you cancel your policy You will be entitled to a refund of the premium paid subject to a deduction for the time for which You have been covered. This will be calculated on a pro-rata basis for the period for which You received cover plus an additional charge of £25.00 to cover the administrative cost of providing the policy.

If You do not pay the premium (or any part of the premium under the payment option You have chosen) by the due date, We may cancel this policy with effect from the end of the last period for which a payment has been made.

28.7 Change in Circumstances

If the circumstances in which the insurance was entered into are materially altered without our written consent this policy shall be voidable.

28.8 Your duty to comply with policy terms

Without prejudice to Insurers other rights your observance of the terms of the Policy is a condition precedent to liability to make any payment under this policy.

28.9 Arbitration

If your claim is accepted but You do not agree with the amount Insurers will pay you, Insurers will refer the matter to an arbitrator chosen by you and them. You cannot take any action against Insurers until you and they have received the arbitrator's final decision.

28.10 Automatic reinstatement

If you make a claim, Insurers will not automatically reduce the sums insured under the Buildings and Contents sections of this policy as long as;

- i) the amounts to be reinstated during any one period of insurance are not more than the amount of the sum insured;
- ii) you take any reasonable measures Insurers suggest to prevent further damage; and
- iii) you pay the appropriate extra premium.

28.11 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 21 days prior to the renewal date.

28.12 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.

28.13 Joint and additional policyholders

If there are two or more policyholders named on the policy as the Insured/Insured Person/You/



Your, either may amend the policy, make a claim, remove a policyholder or cancel the policy.

29 GENERAL GUIDANCE INFORMATION

(The following information does not form part of the Policy but is provided for your guidance):

Useful information which may help reduce the chances of something going wrong.

29.1 Fire

Smoke detectors save lives. Fit them in all the main rooms and at the top of the stairwells. Remember to check that the batteries are still effective at least once a quarter.

Check your electric sockets. If you discover too many hanging off one power point, spread them around or have more power points put in.

Protect open fires with guards if there are young children around. Also have the chimneys of open fires swept regularly.

Do not let children play with matches or fire.

Don't leave hot fat or oil unattended on the cooker; if it catches fire, smother it with a fire blanket or damp cloth, NOT water.

29.2 Flood & Burst Pipes

Protect all your pipes and tanks with proper lagging, to prevent water freezing. If the house is to be left empty for a time whilst the occupants are away, leave the heating on at the normal setting and arrange for the property to be checked from time to time. Ensure that you know where the stopcock is located and advise your tenants where it is.

If there is no central heating ensure that the water is turned off at the stopcock and drain the water system, if the property is to be empty for a while.

If a pipe freezes despite precautions thaw it out slowly using gentle heat such as hot water bottles or cloths soaked in hot water. Remove any items that may be damaged by a burst.

NOTE: Do not use a blowlamp.

If the property is in a flood area and a warning is received. Act quickly. As much as possible should be moved upstairs, especially electrical items.

29.3 Theft

Make sure good quality locks are fitted to all entrance doors and all accessible windows. Check that the doors are strong enough. Glass panels near locks are vulnerable.

Fit exterior lights such as those with sensors that switch on when they detect something within range.

Use time switches to switch on lights when the occupants are out.

Design the garden for security. If the walls or hedges are too high they can allow thieves to attack your doors and windows whilst out of sight of the street.

At the back make walls harder to climb with say light fencing or trellis.

Put a proper locking system on the shed or garage.

Bicycles should be locked to ground anchors.

Tools should be locked away.

Ladders should be chained up as they could be used to get into upstairs windows.

If the occupants are away make sure that the milk and newspapers are cancelled and arrange for someone to look after the house to make sure it looks lived in.

30 GENERAL GUIDANCE IF YOU HAVE SUFFERED LOSS OR DAMAGE

30.1 If property has been lost, stolen or maliciously damaged, you must report the matter to the Police as soon as possible.

30.2 If the loss or damage is serious, contact Letsure for immediate advice.

30.3 You should carry out any emergency repairs, which are needed to protect your property and / or to prevent further damage, as soon as possible. Please bear in mind that if you wish to claim for the damage, We will require invoices for emergency repairs and estimates for any other work that is necessary.

30.4 If you feel a damaged item could be repaired, obtain an estimate (two if possible) and send it/them to us along with the completed claim form.
(Note: Please forward original copies of the estimates).

30.5 If the article you are claiming for is not repairable please send in the following with the completed claim form.

- 30.5.1** The original purchase receipt if you have it;
- 30.5.2** Confirmation that the article is damaged beyond repair; and a quotation for the replacement of the article.
- 30.5.3** Please do not dispose of any damaged property immediately, as it may need to be inspected.

NOTE: You should also refer to General conditions 28.3 and 28.7.

31 LEGISLATION DUTIES/REQUIREMENTS FOR LANDLORDS

31.1 Gas Safety

The Gas Safety (Installation & Use) Regulations 1994 were introduced October 1994.

The regulations require Landlords to ensure that all gas appliances in the property are maintained in good order and further require that annual safety checks are carried out by a CORGI registered engineer. A record of the safety check (including details of any problems found and rectified) should be kept. The tenant should be issued with a copy of the Gas Safety Certificate.

NOTE: If a landlord does not comply they could be fined £5,000.

31.2 Furniture and Furnishings (Fire Safety Amendment) Regulations 1993

These regulations require that any furniture and furnishings provided by a landlord meet the fire resistance requirements of the above regulations.

All furniture must meet these regulations unless it was manufactured prior to 1950.

The regulations cover all upholstery and upholstered furniture provided in a rented property.

The regulations do not apply to duvets, loose mattress covers and carpets.

Any furniture sold since 1990 will have regulatory display labels, which should not be removed as the labels indicate that the items comply with the regulations.

Further information can be obtained from DTI consumer safety publications, who publish a booklet, A Guide to the Fire and Furnishing Regulations.

NOTE: If a landlord does not comply there could be a fine of up to £5,000 or even imprisonment.

31.3 The Electrical Equipment (Safety) Regulations 1994

A landlord should ensure that all electrical equipment supplied with let accommodation comply with the above regulations.

Electrical equipment supplied must be safe for use so as not to present a hazard to people, domestic animals or property.

It is not currently a legal requirement to have an annual safety check, but it is possible that this could change in the future.

31.4 Liability Insurance

The policy uses some specific terms and the following explanations are to help you understand them.

31.5 Liquidated damages

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

31.6 Punitive or exemplary damages

These are damages that are awarded to punish you as well as compensate the other person if you did anything deliberately.

31.7 Aggravated damages

These are damages that are awarded when your behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

31.8 Multiplying compensatory damages

In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times as a punishment to you.