



NELSON
Policies at Lloyd's



Residential Property Owners

Policy Wording

NP/RPO/2025/V25.2

Nelson Policies at Lloyd's is a trading name of Nilefern Limited. Registered in England and Wales No: 1825766. Registered Office: 2nd Floor, Knightrider Chambers, Maidstone, Kent, ME15 6LP

Nilefern Limited is authorised and regulated by the Financial Conduct Authority; FRN 305456

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Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**

You should keep it in a safe place and keep copies of any documentation sent to or received from **us**

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

When drawing up this contract of insurance, **we** have relied on the information and statements which **you** have provided to **us** in the proposal form, statement of fact or in the presentation supplied via **your broker**.

The insurance relates ONLY to those sections of the policy which are shown in the **schedule** as being insured.

This insurance is underwritten by SiriusPoint International Insurance Corporation. SiriusPoint International Insurance Corporation is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered on the Financial Services Register, Firm Registration Number (FRN) 202912.

Miramar Underwriting Limited acts as a Managing General Underwriter on behalf of SiriusPoint International Insurance Corporation. Miramar Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 507000.

You can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

Nelson Policies is authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving premiums and settling refunds

Nelson Policies is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 305456. **You** can check their details on the Financial Services Register <https://register.fca.org.uk/>

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

TO MAKE A CLAIM, PLEASE CONTACT OUR RELEVANT CLAIMS TEAMS:

PROPERTY CLAIMS: Innovation Group **0344 557 7854** or PropertyClaims@Innovation.Group

LIABILITY CLAIMS: Kennedys Claims **0344 557 6246** or bspoke@kennedyslaw.com

For full information relating to 'How to make a Claim', please see page 10 of this document.

Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below:

Accidental Damage	Unexpected and unintended damage caused by a single and one-off event resulting from a sudden and external means
Bodily Injury	Damage to persons caused by accident or disease
Buildings	<p>The main structure of the property and:</p> <ul style="list-style-type: none">• fixtures and fittings attached to the property including permanently fitted flooring• domestic outbuildings and private garages• permanently installed swimming pools and hot tubs, tennis courts, patios and terraces, walls, gates, paths, drives and fences and fixed fuel tanks• radio and television aerials, satellite dishes, their fittings and masts which are attached to the property <p>you own or for which you are legally liable within the premises named in the schedule</p> <p>Buildings do NOT include:</p> <ul style="list-style-type: none">• carpets• any closed-circuit television (CCTV) systems
Computer virus	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”
Electronic data	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment
Endorsement	A change in the terms and conditions of this insurance. These are shown on your schedule
Excess	The amount for which you are responsible as the first part of each claim as shown in the schedule
Furnished	A property furnished enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but not be limited to carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities

Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding
High Risk Items	Antiques, articles of gold, silver or other precious metals, audio equipment, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment and watches
Landlords Contents	<p>Household goods and furniture, within the property, which you own or which you are legally liable for</p> <p>Landlords Contents includes:</p> <ul style="list-style-type: none"> • items in outbuildings, garages or sheds, but within the premises up to five percent (5%) of the total landlords contents sum insured • carpets, but not permanently fitted flooring <p>Landlords Contents does NOT include:</p> <ul style="list-style-type: none"> • motor vehicles caravans, trailers or watercraft or their accessories • property belonging to any tenant or lessees • any high risk items • satellite decoders, radios • certificates or documents • clothing, personal effects • any living creature • any part of the buildings • any property held or used for business purposes • any property insured under any other insurance
Landslip	Downward movement of sloping ground
Nelson Policies	The company who has been authorised by us to transact insurance business on their behalf. Nelson Policies at Lloyd's is a trading name of Nilefern Limited who is authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 305456. Registered Office: 2nd Floor, Knightrider Chambers, Maidstone, Kent ME15 6LPX.
Period of Insurance	This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which we accept your premium
Premises	The address which is named in the schedule
Property	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule

Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured , the excess , the period of insurance and the Sections of this insurance which apply
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within ten (10) years of construction
Standard Construction	Built of brick, stone or concrete; be roofed with slates, tiles, concrete or metal and no more than twenty percent (20%) of the total external roof area either covered with felt, flat, concrete or metal
Subsidence	Downward movement of the ground beneath the buildings other than by settlement
Sum Insured	The maximum sum for which you have elected to insure as stated in the schedule applicable to the particular item or Section
Unoccupied	The property is unoccupied when it has not been lived in for more than sixty (60) consecutive days or is not furnished enough to be normally lived in
We / us / our	Miramar Underwriting Ltd on behalf of SiriusPoint International Insurance Corporation
You / your / insured	The person or persons named in the schedule
Your broker	The insurance broker/agent who placed this insurance on your behalf

Important Information – Information You have given Us

Sums Insured

You must ensure the **sums insured** provided are correct.

The **buildings sum insured** must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **landlords contents sum insured** must be enough to replace all the **landlords contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Information You Have Given Us

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

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) if this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as possible.

Important Information – “Policyholder Notices”

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within fourteen (14) days of the policy purchase date or the date **you** receive full policy documentation, whichever is the later.

If **you** are able to and do cancel within such fourteen (14) day period, provided **you** have not made a claim, **we** will refund any premiums paid subject to any applicable administrative charges.

Your Cancellation Rights

We or **your broker** can cancel this insurance contract by giving **you** thirty (30) days’ notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**;
- a change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance;
- unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers;
- **you** have deliberately misrepresented any information given to **us**;
- **your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim;
- if **you** have acted fraudulent in any way;
- **you** have deliberately or falsely overstated information given to **us**.

You can also cancel this insurance contract at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim. Any return premium will be subject to any applicable administrative charges.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **your broker**:

- if **you** change **your** address;
- if **you** or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your landlords contents** that will increase the reinstatement costs

Please also ensure that **you** review Pages 13 and 14 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Renewal

We are not bound to offer renewal of this policy.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations.

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Tel: **0800 678 1100** and **020 7741 4100**
E-mail: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

Policy administration fees

Nelson Policies will charge **you** an administration fee if they:

1. make any changes to **your** policy on **your** behalf, or
2. agree to cancel **your** policy

Please ask **your broker** for details of charges that apply

Insurer's Data Privacy Notice

SiriusPoint International Insurance Corporation Privacy Notice

Personal data provided in connection with this policy will be used and processed in line with **our** Privacy Notice for Policyholders. A copy of this is available at <https://www.siriuspt.com/uk-eu-privacy-notice-for-policyholders-8-oct-2021/>

Miramar Underwriting Ltd

Miramar Underwriting Limited act as a Managing General Underwriter of SiriusPoint International Insurance Corporation and is registered as a data controller with the Information Commissioner's Officer. Registration number is Z2168910.

This information is relevant to anyone who uses their services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

They are dedicated to being transparent about what they do with the information that they collect about **you** and they process **your** personal data in accordance with the relevant data protection legislation.

Why do they process your data?

The provision of **your** personal data is necessary for them to administer **your** insurance policy and meet their contractual requirements under the policy. **You** do not have to provide them with your personal data, but they may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do they collect about you?

Where **you** have purchased an insurance policy through an agent, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to Miramar Underwriting Ltd so that they can administer **your** insurance policy **our** behalf and fulfil **our** contract of insurance.

Miramar Underwriting Ltd collect this data on **our** behalf as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. They may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

They also process special categories of **your** personal data as it is in the substantial public interest and it is necessary:

- i) for administering **your** insurance policy; or
- ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing Miramar Underwriting Ltd's full Privacy Notice online at <https://bspokegroup.co.uk/brands/miramar-underwriting/> or request a copy by emailing them at dataprotection@miramaruw.co.uk

Alternatively, **you** can write to them at: Data Protection, Miramar Underwriting Limited, 34 Lime Street, London EC3M 7AT.

Your insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

Claims

In the event of a claim or potential claim under this policy, please contact **our** claims team:

Sections One and Two (Property) - Innovation Property (UK) Limited, Yarmouth House, 1300 Parkway, Whiteley, Fareham PO15 7AE.

Telephone: **0344 557 7854** or Email: PropertyClaims@Innovation.Group

(Opening Hours 8am to 6pm Monday to Friday, plus an Out of Office Team providing First Notification of Loss service).

Section Three (Liability) – Kennedys Law Claims, 6 Queen Street, Leeds LS1 2TW.

Telephone: **0344 557 6246** or Email: bspoke@kennedyslaw.com

(Opening Hours 9am to 5pm Monday to Friday.)

When contacting **our** claims teams, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Claims conditions applicable to the whole of this insurance

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** appointed claims management teams as soon as possible of all incidents that may give rise to a claim. This must be no later than thirty (30) days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within twenty-four (24) hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within seven (7) days of the incident.
2. **You** must provide **us** with written details of what happened within thirty (30) days of the incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within three (3) working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **You** must allow **us** or **our** representatives full access to **your property** or any **building** where any loss or damage has occurred and deal with the claim. **We** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.

6. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, damage or injury.
8. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay any part of **your** fraudulent claim. In addition, **we** will have the right to:
 - a) treat this policy as terminated from the date of **your** fraudulent act
 - b) recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim
9. **You** must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid in full or paid at all.

Complaints and Concerns

Enquiries

Should there ever be an occasion where **you** need to complain, we will endeavour to resolve this as quickly and fairly as possible. **We** are committed to treating **our** customers fairly.

How to complain

However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please state, **your** name, the nature of **your** complaint, and, if applicable, the policy and/or claim reference.

WHERE DO I START?

Policy administration issues

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker**

Claims administration issues

If **your** complaint is about a claim, **you** should refer the matter to the relevant claims specialists as follows:

Section One and Two Property Claims Complaints Innovation Property (UK) Limited Yarmouth House, 1300 Parkway Whiteley, Fareham PO15 7AE Telephone: 0344 557 7854	Section Three – Liability Claims Complaints Kennedys Law 6 Queen Street Leeds LS1 2TW Telephone: 0344 557 6246
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Alternatively **you** can ask **your broker** to refer the matter on for **you**

Please quote **your** policy number and claim reference (if applicable) in all correspondence so that **your** concerns may be dealt with speedily

What happens next?

In the event of contacting **your broker** or one of the Claims Specialists **you** remain dissatisfied, then **you** may refer **your** case to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

When **you** exercise **your** right to refer **your** complaint to the Financial Ombudsmen Service, **you** must do so within six (6) months of the date of **our** final response.

Please note, taking **your** complaint to the Financial Ombudsman does not affect **your** statutory rights.

General Conditions applicable to the whole of this insurance

The following conditions are all conditions precedent to liability. Failure to comply fully with any of the conditions listed below, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage. In addition **we** may, at **our** discretion, continue to provide cover on the same terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety.

1. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.
2. The **property** must be maintained in good condition, a good state of repair and be structurally sound.
3. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered.
4. **You** must immediately inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
5. **You** must immediately inform **your broker** if the **property** becomes **unoccupied** for more than 60 consecutive days.
6. **You** must immediately inform **your broker** if the **property** becomes **unoccupied** to be sold.
7. **You** must tell **your broker** before **you** start any **refurbishments**, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**.
8. **You** must immediately inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **your broker** receives notification of any alterations as described above, **we** or **your broker** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

Additional Conditions Applicable Whilst Any Part Of The Premises Are Let Or Tenanted

1. **You** must comply with all regulations/statutory conditions regarding the letting of the **property/ies** including, but not limited to:
 - a) the number of persons legally allowed to reside at the **property**
 - b) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - c) having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **property**
 - d) holding (if applicable) an appropriate license issued by the local authority (in which the **property** is located) for the **property**
2. **You** must ensure that all gas appliances/boilers fitted at the **property** are serviced by an individual on the Gas Safety Register within thirty (30) days of inception of this insurance or not more than one calendar year from the date they were last serviced, whichever is sooner.

Thereafter **you** must have them serviced at least once every twelve (12) months. **You** must keep in **your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of twenty-four (24) months. **You** will have to produce them for **our** inspection if **we** ask for them.

Additional Conditions applicable whilst the property is Unoccupied

1. **You** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
2. Cover in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
3. All loose material to be kept clear of the **property**.
4. Should the **property** have a commercial element then it is a condition of this policy that all accessible doors and windows be sealed against illegal entry with shutters or are boarded up.

When **we** or **your broker** receive notice of the above **we** or **your broker** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of

For further guidance please see the Office of Public Sector Information Website www.legislation.gov.uk or contact the Citizens Advice Bureau

General Exclusions applicable to the whole of this insurance

This insurance will be subject to the following Exclusion Clauses and **we** will not cover any losses excluded by these clauses:

Radioactive Contamination and Nuclear Assemblies Exclusion Clause

We will not pay for

1. loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - 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 thereof.

War Exclusion Clause

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

Nuclear, Biological and Chemical Contamination Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by, or contributed to, by or arising from Nuclear, Biological or Chemical contamination due to or arising from:

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

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

- the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Contamination, Pollution and Disease Exclusion Clause

We will not pay for any loss, damage or liability, directly or indirectly, caused by any one or more of the following, whether or not acting in any sequence with any other cause:

- a) pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification;
- b) poisoning, disease or illness, **epidemic** or **pandemic** (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

For the purpose of this exclusion, **epidemic** and **pandemic** are defined as the following:

Epidemic	The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence
Pandemic	A worldwide epidemic of a disease as declared by the World Health Organization.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils:

fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **subsidence**, **heave** or **landslip**, collision by any vehicle or animal, volcanic eruption.

Communicable Disease Exclusion

Notwithstanding any other provision herein, this insurance does not cover:

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- a) infectious or contagious disease
- b) any fear or threat of a) above or
- c) any action taken to minimise or prevent the impact of a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means

Faulty Workmanship Clause

We will not pay for any loss, damage or liability arising from faulty design, specification, workmanship or materials.

Contractors Exclusion Clause

We will not pay for any loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

Domestic Pets, Insects or Vermin Exclusion Clause

We will not pay for any loss, damage or liability caused by domestic pets, insects or vermin.

Micro-organism Exclusion Clause

We will not pay for any loss, damage, claim cost, expense or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health

This exclusion applies regardless whether there is:

- any physical loss or damage to insured **property**
- any insured peril or cause, whether or not contributing concurrently or in any sequence
- any one loss, occupancy or functionality or
- any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation or steps taken to address medical or legal concerns

Sonic Bangs

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

Electronic Data Exclusion

We will not pay for:

Loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

However, this insurance does not insure any amount pertaining to the value of such **electronic data** to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

Asbestos Exclusion Clause

This insurance does not cover any loss or damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Diminution in Value Clause

We will not pay for any reduction in value of the **property** insured following repair or replacement paid for under this insurance.

Existing and Deliberate Damage Exclusion Clause

We will not pay for loss, damage or liability:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you, your** representatives or by any person lawfully on the **premises**
- due to consequential loss of any kind or description

Wear and Tear Exclusion Clause

We will not pay for any loss, damage or liability caused by wear and tear or any other gradually operating cause.

Electrical Equipment Faults

We will not pay for loss or damage to electrical equipment by its short-circuiting or overrunning not resulting in fire.

Sanction Limitation and Exclusion

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

Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any excess beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

Illegal or Criminal Acts Exclusion

We will not pay for any loss, damage or liability arising from any illegal or criminal act by **you**, any paying guest, lodger, tenant or anyone lawfully on the **premises**.

Section One – Buildings

This section of the policy wording sets out the coverage **we** provide for the **buildings** at the **premises**

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils:	We will not pay:
1. Fire and resultant smoke damage, lightning, explosion or earthquake	<ul style="list-style-type: none"> a) the excess as shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Impact with the property by aircraft or other aerial devices or articles dropped from them	<ul style="list-style-type: none"> a) the excess shown in the schedule
3. Storm, flood or weight of snow	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip, other than as covered under number 9 of Section One - Buildings c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios and terraces, gates and fences d) for loss or damage to the buildings caused by frost e) for loss or damage to the buildings caused by a rise in the water table or other gradually operating cause f) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in
4. Escape of water from fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools and hot tubs c) for loss or damage caused by subsidence, heave or landslip, other than as covered under number 9 of Section One - Buildings d) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in e) for loss or damage to the property caused by wet or dry rot f) for loss or damage caused by an escape of water from guttering, rainwater downpipes, roof valleys and gullies g) for loss or damage to the buildings caused by the failure or lack of grout and/or sealant

5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in
6. Theft or attempted theft	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in d) for loss or damage which your tenants or their guests have caused, allowed, chosen to overlook or not reported to the police e) for loss or damage caused by persons lawfully on the premises
7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage caused by pets or livestock
8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in d) for loss or damage which your tenants or their guests have caused, allowed, chosen to overlook or not reported to the police e) for loss or damage caused by persons lawfully on the premises

<p>9. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the premises are also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event d) for loss or damage arising from faulty design, specification, workmanship or materials e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law f) for loss or damage caused by coastal or riverbank erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extension h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking i) for loss or damage caused by the action of chemicals or chemical reactions j) for loss or damage for which compensation is provided by the National House Building Council Scheme, or other similar guarantee k) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule
<p>11. Falling trees, telegraph poles or lampposts</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to gates and fences c) for loss or damage caused by trees being cut down or cut back within the premises d) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in

Section One – Accidental Damage to the Buildings

The following extension only applies if the **schedule** shows that **accidental damage** to the **buildings** is included:

What is covered	What is not covered
This extension covers	We will not pay
Accidental damage to the buildings	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage or any proportion of damage which we specifically exclude elsewhere under Section One - Buildings c) for the buildings moving, settling, shrinking, collapsing or cracking d) for damage while the property is being altered, repaired, cleaned, maintained or extended e) for damage to outbuildings and garages which are not of standard construction f) for the cost of general maintenance g) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause h) for damage arising from faulty design, specification, workmanship or materials i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination m) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in

Section One – Buildings - Additional Coverage

This Section of the insurance also covers	We will not pay
<p>a) The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage caused by chipping, denting or scratching</p> <p>c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in</p>
<p>b) The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage to any part of the cables or service pipes within the buildings</p> <p>c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in</p> <p>d) for the cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this Section</p> <p>e) for loss or damage caused to pitch fibre drains and by any inherited defect in the design, construction or installation of the drains</p>

<p>c) The cost of temporary accommodation for your tenant or Loss of Rent contractually due to you which you are unable to recover for a reasonable period necessary to repair the buildings following loss or damage to buildings which is covered under Section One - Buildings</p>	<p>a) any amount over thirty-three point three three percent (33.33%) of the sum insured for the buildings damaged or destroyed</p> <p>b) for loss of rent arising from the tenants leaving the property without giving you notice</p> <p>c) rent the tenants have not paid</p> <p>d) for loss of rent from any buildings that were unoccupied immediately before the insured event giving rise to a claim</p> <p>e) for loss of rent or any other expenses, including but not limited to service charges / cancellation charges, you must pay to the letting agent or any approved internet application</p> <p>f) for loss of rent or other expenses arising from any part of the property that is used for anything other than domestic accommodation</p> <p>g) for loss of rent or other expenses after the property is fit to be let out</p> <p>h) for loss of rent for more than twenty four (24) months</p> <p>i) for loss of rent for which there is no evidence of pre-booked reservation(s)</p> <p>j) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in</p>
<p>d) Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors' consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under Section One - Buildings</p>	<p>a) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>d) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in</p> <p>e) for loss or damage to any undamaged parts of the buildings except the foundations of the damaged parts</p> <p>f) any amount over fifteen (15%) of the sum insured for buildings damaged or destroyed</p>
<p>e) Any cost of metered electricity, gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the property without your authority. Provided that you shall take all practical steps to terminate such unauthorised use as soon as it is discovered</p>	<p>a) the excess shown in the schedule</p> <p>b) more than one thousand pounds (£1,000) in any period of insurance</p> <p>c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in</p>
<p>f) Anyone buying the property who will have the benefit of Section One - Buildings until</p>	<p>a) the excess shown in the schedule</p>

the sale is completed or the insurance ends, whichever is sooner	<ul style="list-style-type: none"> b) if the buildings are insured under any other insurance c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in
g) Loss or damage to lawns or gardens as a direct result of the actions arising from the emergency services while attending the buildings to deal with an emergency at the premises	<ul style="list-style-type: none"> a) the excess shown in the schedule b) the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established c) more than one thousand pounds (£1,000) in any period of insurance d) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in
h) Loss or damage to the property caused by the emergency services attending the premises	<ul style="list-style-type: none"> a) the excess shown in the schedule b) more than one thousand pounds (£1,000) in any period of insurance c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in
i) Costs you have to pay for replacing locks to outside doors at the property following theft of the keys from you	<ul style="list-style-type: none"> a) the excess shown in the schedule b) more than one thousand pounds (£1,000) in any period of insurance
j) Expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the buildings , which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under Section One - Buildings	<ul style="list-style-type: none"> a) the excess shown in the schedule b) more than five thousand pounds (£5,000) in any one period of insurance

<p>k) Damage to buildings and landlords contents (where shown as insured in the policy schedule) arising from your tenant's use of the premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).</p> <p>You will lose your right to indemnity if you, or anyone acting on your behalf, do not:</p> <ul style="list-style-type: none"> a. carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement and: <ul style="list-style-type: none"> i. maintain a log of such inspections and retain that log for at least 24 months ii. carry out a six monthly management check of the inspections log b. obtain and record written formal identification of any prospective tenant c. obtain and retain a written employer's reference for any new tenant d. obtain and record details of your tenant's bank account and verify those details by receiving at least one payment from such account e. advise your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in paragraphs (b), (c) and (d) above for all lettings that they arrange. 	<ul style="list-style-type: none"> a) the first one thousand pounds (£1,000) of each and every loss at each of the premises insured b) more than five thousand pounds (£5,000) in any one period of insurance
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Conditions that apply to Section One – Buildings only

Settling claims - How we deal with your claim

If **you** claim for loss or damage is covered under Section One – Buildings, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or loss has been reinstated

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair

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

Your sum insured

We will not reduce the sum insured under Section One – Buildings after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

We will not pay more than one hundred percent (100%) of the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent, alternative accommodation and expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees.

Section Two – Landlords Contents

This section of the policy wording sets out the coverage **we** provide for the **landlords contents** at the **premises**

What is covered	What is not covered
This insurance covers the landlords contents for loss or damage directly caused by:	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage to landlords contents in the open c) for loss or damage caused by frost d) for loss or damage caused by a rise in the water table or other gradually occurring cause
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in c) for loss or damage caused by subsidence , heave or landslip other than as covered under number 9 of Section Two – Landlords Contents d) for loss or damage caused by wet or dry rot e) for loss or damage caused by the failure or lack of grout and/or sealant
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the excess shown in the schedule

6. Theft or attempted theft	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) any amount more than five percent (5%) of the total sum insured for landlords contents, within any detached domestic outbuildings and garages within the premises d) for loss or damage caused by any person lawfully on the premises e) for loss or damage which your tenants or their guests have caused, allowed, chosen to overlook or not reported to the police f) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in g) for money, certificates, documents or any high risk items
7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage caused by pets or livestock
8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) for loss or damage while the property is unoccupied or not furnished enough to be normally lived in d) for loss or damage which your tenants or their guests have caused, allowed, chosen to overlook or not reported to the police e) for loss or damage caused by persons lawfully on the premises
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law c) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal or riverbank erosion f) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event

10. Falling trees, telegraph poles or lampposts	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises
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Conditions that apply to Section Two – Landlords Contents only

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **landlords contents**, **we** will at **our** option repair, replace or pay for any article covered under Section Two – Landlords Contents.

For total loss or destruction or any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement

The above basis of settlement will not apply to:

- clothes
- pedal cycles,
- mobile phones

where **we** will take off any amount for wear and tear and depreciation

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

Your sum insured

We will not reduce the sum insured under Section Two – Landlords Contents after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **landlords contents** at the time of loss or damage is more than **your** sum insured for the **landlords contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have for **your landlords contents** insurance is equal to 75% of what the premium would have been if **your landlords contents** sum insured was enough to replace the entire **landlords contents** as new, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

We will not pay more than the sum insured for the **landlords contents** of each **premises** shown in the **schedule** including any payments for loss of rent or alternative accommodation.

Section Three – Property Owners Liability

This section is applicable to all policies

We will cover **you** for your legal liability as property owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to **property** caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**

We will not pay in respect of other liability covered under Section Three more than two million pounds (£2,000,000) in all unless otherwise stated in the **schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is covered	What is not covered
We will compensate you;	We will not compensate you for any liability;
<ol style="list-style-type: none">1. as owner for any amounts you become legally liable to pay as damages for bodily injury2. for damage to property caused by an accident happening at the premises during the period of insurance	<ol style="list-style-type: none">a) for the excess shown in the scheduleb) for bodily injury to:<ul style="list-style-type: none">• you• any person who at the time of sustaining such injury is engaged in your service or employed by youc) for bodily injury arising from any communicable disease or conditiond) arising out of any criminal or violent act to another persone) for damage to property owned by or in the charge of control of:<ul style="list-style-type: none">• you• any other person lawfully on the premises• any person engaged in your service or employed by youf) arising directly or indirectly out of any profession, occupation, business or employment apart from property ownershipg) which you have assumed under contract and which would not otherwise have attachedh) arising out of your ownership, possession or use of:<ol style="list-style-type: none">i) any motorised or horse drawn vehicle other than<ul style="list-style-type: none">• domestic gardening equipment used within the premises and• pedestrian controlled gardening equipment used elsewhereii) any power operated liftiii) any aircraft or watercraft other than manually operated rowing boats, punts or canoesiv) any animal

What is covered	What is not covered
	<p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> caused by sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule and reported to us not later than thirty (30) days from the end of the period of insurance <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted</p> <p>l) the award of any court outside the United Kingdom, the Channel Islands or the Isle of Man</p>
<p>Defective Premises Act 1972 Extension We will compensate you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the premises disposed of by you, occurring during the period of insurance</p>	<p>a) the excess shown in the schedule</p> <p>b) if you are entitled to compensation under any other insurance</p> <p>c) the cost of repairing any defect or alleged defect</p>