



Residential Let Policy Wording

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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 the document, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the schedule for which **you** have paid, or agreed to pay, the premium.

When drawing up this document, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the schedule or in any subsequent schedule issued to **you**.

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

The contract does not give, or intend to give rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The written authority (which number is shown in the schedule) carrying the seal of Lloyd's Policy Signing Office allows Anglo Pacific Consultants (London) Ltd to sign and issue this document on **our** behalf.

Unless **we** have agreed otherwise with **you**, this contract is governed by English Law.

NOTICE TO THE INSURED

If at any time **you** have any query or complaint regarding **your** contract of insurance, **you** should in the first instance refer to **your** insurance broker/intermediary or advisor, if any. If **you** are not satisfied with the way a complaint has been dealt with, please write to the Operations Director at Anglo Pacific Consultants (London) Ltd, Offices 4 - 7 Granary Court, 9-19 High Road, Chadwell Heath, Essex, RM6 6PY who arranged the insurance with **us**. Alternatively **you** can make contact with Anglo Pacific Consultants (London) Ltd by telephone 020-8597-5656. **We** aim to give **our** policyholders a high level of service at all times.

If Anglo Pacific Consultants (London) Ltd cannot resolve **your** concern, **you** should address **your** complaint in writing to **us** direct. **Our** complaints procedure and address are detailed as follows, please quote policy details on any correspondence.

Please write to: - Complaints and Advisory Dept, Lloyds, One Lime Street, London EC3M 7HA

PROCEDURE

It may be that **we** can resolve **your** concern over the phone. However **your** complaint may require further investigation. If so, **we** will send **you** a written acknowledgment within 5 working days stating:

- How **we** will handle it
- Who will handle it
- What **you** need to do, if anything.

Your complaint will be investigated by one of **our** trained staff.

You will be sent a detailed response within 4 weeks of receiving **your** complaint. If **we** cannot respond in this time **we** will write to **you** to explain and let **you** know when **you** should expect to receive a response.

If **you** have any concerns in the meantime, **you** can contact the person identified on the acknowledgment letter.

Our response will either:

- Accept **your** complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so

Not satisfied with our response?

Lloyds are members of the Financial Ombudsman Service (FOS) and, in limited circumstances; **you** may be eligible to refer **your** complaint to them.

Those limited circumstances are where the policy has been taken out by:

- (i) An individual
- (ii) A business with an annual turnover of less than £1million
- (iii) A charity with an annual income of less than £1million
- (iv) A trustee of a trust with a net asset value of less than £1million

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

Tel: 0845 080 1800

www.financial-ombudsman.org.uk

You should refer the matter to the Ombudsman as soon as possible after **our** final response, but this must be within 6 months of becoming aware of the situation.

Please Note: The Ombudsman requires **you** to follow **our** internal complaints procedure before **you** refer **your** concerns to them.

Several Liability Notice: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

E.U. Disclosure Clause (UK): The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

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

Data Protection Act 1998: It is understood by **you** that any information provided to **us** by **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Effected Through:

Anglo Pacific Consultants (London) Ltd, 4-7 Granary Court, 9-19 High Road, Chadwell Heath, Essex, RM6 6PY

Definitions

The following words or phrases in **bold** have the same meaning whenever they appear in this document, schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Asylum seeker

Person who seeks the status of refugee in national or international law.

Buildings

The structure of the **private residence**, garages, greenhouses and sheds all on the same site, including central heating oil tanks, gas tanks, septic tanks, hard tennis courts, swimming pools, patios, drives, paths, walls, fences, gates and landlord's fixtures and fittings.

The **private residence** (unless **we** describe it differently on the schedule) must be built of brick, stone or concrete and roofed with slates, tiles, concrete or felt. Unless shown in **your** schedule, no more than 50% of the roof area may be covered with felt.

Contents

Household goods, furnishings, carpets, curtains and furniture contained in the **private residence** all of which belong to **you** or for which **you** are legally responsible, including:

- **High risk items** (**we** will pay up to £500 for any one item, pair or set and up to 10% of the **contents** sum insured in total for such items)

Contents does not include:

- any property which is more specifically insured by other insurance;
- any living creature;
- motor vehicles, electrically, mechanically, or power-assisted vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items;
- tenants' property;
- money, credit, cheque and debit cards, securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- any property used or held for business, profession or trade purposes;
- any part of the **buildings**;
- pedal cycles; or
- jewellery, watches, works of art, photographic equipment (including video cameras and camcorders), binoculars and telescopes.

High risk items

Articles of gold, silver, other precious metals, televisions, radios, record players, compact disc players, video cassette recorders (VCR), cassette players, DVD players and pictures.

Legal expenses

Means any:

- reasonable unrecovered legal fees and disbursements which **you** are liable to pay to **your professional adviser**; and
- reasonable legal fees and disbursements **you** are ordered to pay by a court, other than a criminal court or have agreed to pay (with **our** permission in writing)

Occupant

You, an employee or tenant authorised to stay in the **private residence** overnight.

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.

Private residence

The private living accommodation at the address shown in the schedule.

Professional Adviser

The firm of solicitors appointed to act for **you** under this Policy.

Prospects of Success

Means in **our** reasonable opinion:

- it is more probable than not that **your** claim will succeed assuming it is determined at a final hearing and **you** will be able to obtain the compensation or result **you** are seeking; and
- **your** interests cannot be better achieved by other means.

Definitions (continued)

Unfurnished

Where the **private residence** is not furnished enough to be normally lived in.

United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where the **private residence** has been left without an **occupant** for more than 30 days in a row.

We, us, our

- The insurer named in **your** schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.
- A company appointed by **us** to administer claims on **our** behalf.

Written tenancy agreement

This means:

- an assured shorthold tenancy;
- a short assured tenancy or;
- an assured tenancy, as defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

You, your

The person(s) or company(ies) named in the schedule.

Section one: Buildings

Your schedule will show **you** if this cover applies.

What is covered

Loss or damage to the **buildings** during the **period of insurance** caused by the following.

1 **Fire and smoke.**

2 **Earthquake.**

3 **Explosion.**

4 **Lightning.**

5 **Aircraft and other flying objects or anything dropped from them.**

6 **Riot, civil commotion, strikes and labour or political disturbances.**

7 **Impact by any vehicle, train or animal.**

8 **Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.**

9 **Falling trees or branches, telegraph poles or lamp posts.**

10 **Theft or attempted theft.**

11 **Malicious acts or vandalism.**

The most **we** will pay is £5,000 for any one loss.

What is not covered

The excess as shown in the schedule.

- Loss or damage caused:
 - by pets;
 - to paths or drives by the weight of any vehicle; or
 - to roads, land, pavements, piers, jetties, bridges and culverts.

- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.

- Loss or damage:
 - to hedges, fences and gates;
 - caused by cutting down or trimming trees or branches; or
 - the cost of removal if the fallen tree or branch has not caused damage to the **buildings**.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **private residence** is **unfurnished** or **unoccupied**;
 - unless there has been forced and violent entry or exit into or out of the **private residence**; or
 - while the **private residence** is occupied by **asylum seekers**.

- Loss or damage:
 - while the **private residence** is **unfurnished** or **unoccupied**; or
 - while the **private residence** is occupied by **asylum seekers**.

Section one: Buildings (continued)

What is covered

12 Flood.

What is not covered

- Loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates;
 - to radio or television aerials, fixed satellite dishes, their fittings or masts; or
 - caused by rising ground water levels.

13 Escape of water or oil from any fixed domestic water or heating installation or appliance.

- Loss or damage:
 - while the **private residence** is **unfurnished** or **unoccupied**;
 - caused by subsidence, heave or landslip;
 - to domestic fixed oil tanks and swimming pools;
 - caused by faulty workmanship;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.

14 Subsidence or heave of the site on which the buildings stand, or landslip.

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
- Loss or damage to swimming pools, tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.
- Loss or damage caused to solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.
- Loss or damage to the **buildings** which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.

Section one: Buildings (continued)

What is covered

15 Storm.

What is not covered

- Loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates; or
 - to radio or television aerials, fixed satellite dishes, their fittings or masts.
 - caused by rising ground water levels

Extra benefits included with buildings

We will also cover the following.

What is covered

1 Accidental breakage

- Accidental breakage of fixed glass forming part of the **buildings** (including the cost of necessary boarding up before replacing broken glass).
- Accidental breakage of fixed sanitary fittings.
- Accidental breakage of ceramic glass in cooker hobs of built-in units.
- Accidental breakage of fixed solar panels forming part of the **buildings**.

2 Loss of rent or costs for alternative accommodation

While the **private residence** cannot be lived in as a result of loss or damage covered under Section one (Buildings), **we** will pay:

- (i) the rent **you** would have received from an existing tenant (less any share of the rent or other expenses **you** must pay the letting agent) if the **private residence** could have been lived in; or
- (ii) if the cost of reasonable alternative accommodation for **you, your family** and **your** pets if **you** permanently live in the **private residence**.

3 Selling the private residence

If **you** sell the **private residence**, from the date **you** exchange contracts **we** will give the buyer the benefit of Section one (Buildings) until the sale is completed, as long as this is within the **period of insurance**.

4 Building fees and the cost of removing debris

After a claim for loss or damage covered under Section one (Buildings), **we** will pay the following expenses or losses **we** have agreed to.

- The reasonable cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**.
- The cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws imposed by Acts of Parliament or local authorities.

What is not covered

- The excess as shown in the schedule.
- Damage while the **private residence** is **unfurnished** or **unoccupied**.

- Any amount over 20% (or as stated in the schedule) of the sum insured on the **buildings** for any one claim.
- Loss of rent to any **private residence** that became **unfurnished** or **unoccupied** immediately before the loss or damage giving rise to a claim.

- Any claim for loss or damage to the **buildings** if the buyer is insured under any other insurance.

- Any costs for preparing a claim.
- Any costs that relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**.
- Costs involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened.
- The cost of making the site stable.

Extra benefits included with buildings (continued)

What is covered

5 Accidental damage to underground services

Accidental damage to underground cables, pipes or tanks serving the **private residence** for which **you** are legally responsible.

What is not covered

- The excess as shown in the schedule.
- Damage while the **private residence** is **unfurnished or unoccupied**.
- The cost of clearing blocked sewer pipes, drains, soakaways, pipes or tanks.
- Damage to any part of the cable or services pipe within the **buildings**

6 Trace and access

We will pay costs and expenses which **you** incur with **our** consent to locate the source of damage to the **buildings** due to an escape of water, including subsequent repair to walls, floors or ceilings.

The most **we** will pay is £5,000 for any one loss and £25,000 in any **Period of Insurance**.

- Damage caused by rising ground water levels

Accidental damage to buildings

Your schedule will show **you** if this cover applies.

What is covered

Accidental damage to your buildings.

We will pay for **accidental damage to your buildings**

What is not covered

- The excess as shown in the schedule.
- Any damage caused by:
 - chewing, tearing, scratching or fouling by animals;
 - action of light or the atmosphere;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the **buildings**; or
 - faulty workmanship, design or materials.
- Damage to swimming pools, tennis courts, terraces, patios, drives, paths, walls, fences, gates, domestic fuel tanks, roads, land, pavements, piers, jetties, bridges and culverts.
- The cost of general maintenance.

Damage while:

your private residence is unfurnished or unoccupied.

- Damage shown under the 'What is not covered' part of:
 - 'Items 1-15'; and
 - 'Extra benefits included with buildings';in Section one (Buildings).
- Damage shown under the 'What is covered' part of:
 - 'Items 1-15'; and
 - 'Extra benefits included with buildings';in Section one (Buildings).

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild the **buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- the **buildings** are in a good state of repair.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, then **we** will pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **buildings** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section one (Buildings) is the sum insured shown on the schedule for **buildings**, adjusted in line with index linking.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the sum insured, **we** will pay only for the loss or damage in the same proportion. For example, if **your** sum insured only covers two-thirds of the cost of rebuilding the **buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce the **buildings** sum insured, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Section two: Contents

Your schedule will show **you** if this cover applies.

What is covered

Loss or damage to **your contents** whilst in the **private residence** during the **period of insurance** caused by the following.

1 **Fire and smoke.**

2 **Earthquake.**

3 **Explosion.**

4 **Lightning.**

5. **Aircraft and other flying objects or anything dropped from them.**

6 **Riot, civil commotion, strikes and labour or political disturbances.**

7 **Impact by any vehicle, train or animal.**

8 **Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.**

9 **Falling trees or branches, telegraph poles or lamp posts.**

10 **Theft or attempted theft following forced and violent entry into or exit out of the private residence.**

11 **Malicious acts or vandalism.**

12 **Flood.**

What is not covered

The excess as shown in the schedule.

- Loss or damage caused by pets.

- Loss or damage caused by cutting down or trimming trees or branches.

- Loss or damage:
 - caused by **you** or **your** guests or tenants; or
 - while the **private residence** is **unfurnished** or **unoccupied**.

- Loss or damage:
 - caused by **you** or **your** guests or tenants; or
 - while the **private residence** is **unfurnished** or **unoccupied**.

- Loss or damage:
 - caused by frost; or
 - to property outside the **private residence**; or
 - caused by rising ground water levels.

Section two: Contents (continued)

What is covered

13 **Escape of water or oil from any fixed domestic water or heating installation or appliance.**

What is not covered

- Loss or damage:
 - while the **private residence** is **unfurnished** or **unoccupied**;
 - caused by faulty workmanship;
 - if the installation is outdoors or in an outbuilding unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'; or
 - to the installation or appliance.
- The cost of the water and oil.

14 **Subsidence or heave of the site on which the buildings stand, or landslip.**

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, normal settlement, shrinkage or expansion;
 - newly made-up ground settling;
 - faulty design, workmanship or materials; or
 - construction work, or repairing, demolishing or altering the **buildings**.

15 **Storm.**

- Loss or damage:
 - caused by frost; or
 - to property outside the **private residence**.

Extra benefits included with Contents

We will also cover the following.

What is covered

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs; and
- mirrors.

2 Loss of rent costs for alternative accommodation

While the **private residence** cannot be lived in as a result of loss or damage covered under Section two (Contents), we will pay:

- (i) the rent **you** would have received from an existing tenant (less any share of the rent or other expenses **you** must pay to the letting agent) if the **private residence** could have been lived in; or
- (ii) if the cost of reasonable alternative accommodation for **you, your family** and **your** pets if **you** permanently live in the **private residence**.

3 Televisions, radios, record player, compact disc players, video cassette recorders (VCR), cassette players and DVD players

- **Accidental damage** to televisions, radios, record players, compact disc players, video cassette recorders (VCR), cassette players and DVD players in the **private residence**.
- Aerials, fittings and satellite dishes attached to the **buildings**.

4 Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under item 13 of Section two (Contents).

The most we will pay is £5,000 for any one loss and £15,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

What is not covered

- The excess as shown in the schedule.
- Damage while the **private residence** is **unfurnished** or **unoccupied**.

- Any amount over 20% of the sum insured on the **contents** for any one claim.
- Loss of rent to any **private residence** that became **unfurnished** or **unoccupied** immediately before the loss or damage giving rise to a claim.

- The excess as shown in the schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - action of light or the atmosphere;
 - any process of cleaning, repairing, renovating or maintaining the **contents**; or
 - faulty workmanship, design or materials.
- Damage to:
 - styli, recording heads, records, tapes, cassettes, discs; or
 - equipment designed to be portable whilst it is being carried, moved or transported.

- The excess as shown in the schedule.

Extra benefits included with Contents (continued)

What is covered

5 Contents outside but within the boundaries of the private residence

Loss or damage caused by items 1 to 11, 13 and 14 to garden furniture or ornaments outside but within the boundaries of the **private residence**.

We will pay up to £250 for any one loss.

What is not covered

- The excess as shown in the schedule.
- Loss or damage to:
 - trees, plants, shrubs or garden produce; or
 - property in or on any motor vehicle or trailer.

6 Locks and keys

If the keys are lost or stolen, **we** will pay up to £1,000 for the cost of replacing keys and locks to:

- intruder alarms and safes installed in the **private residence**; and
- an external door of the **private residence**

- The excess as shown in the schedule.

Accidental damage to contents

Your schedule will show you if this cover applies.

What is covered

Accidental damage to contents while they are in the **private residence**.

What is not covered

- The excess as shown in the schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by animals;
 - action of light or the atmosphere;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the **contents**;
 - faulty workmanship, design or materials;
 - using the **contents** in a way which is different to the manufacturer's instructions; or
 - information being erased or damaged on computer equipment.
- Damage to:
 - contact lenses, money, credit cards, stamps, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use; and
 - clothing (including furs), food and drink.
- Damage while the **private residence** is **unfurnished or unoccupied**.
- Any amount over £1,000 for china, glass, pottery, porcelain or other brittle substances.
- Damage shown under the 'What is not covered' part of:
 - 'Items 1-15';and
 - 'Extra benefits included with contents';in Section two (Contents).
- Damage shown under the 'What is covered' part of:
 - 'Items 1-15';and
 - 'Extra benefits included with contents';in Section two (Contents)

Settling claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section two (Contents) is the sum insured shown on the schedule, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing the **contents** as new is more than the sum insured, **you** will have to pay a share of the claim. For example, if **your** sum insured only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on the **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the Government's Consumer Durables Index or in line with any other index that **we** decide.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Section three: Liability

Where Section one (Buildings) is shown as covered in the schedule the insurance will include **your** liability as owner of the **private residence** and **your** liability as owner of a previous **private residence**.

Where Section two (Contents) is shown as covered in the schedule the insurance will include **your** liability as occupier of the **private residence** and **your** liability for accidents to domestic employees.

For the purpose of this section bodily injury will include death.

What is covered

Liability as owner or occupier

Your liability as owner or occupier to pay for accidents happening in and around the **private residence** during the **period of insurance**.

We will provide this cover if the accident results in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

What is not covered

- **You** are not covered for liability arising:
 - other than as owner or occupier of the **private residence**;
 - from any agreement or contract unless **you** would have been legally liable anyway;
 - from criminal acts;
 - as a result of an assault, alleged assault or a deliberate, wilful or malicious act;
 - from the ownership or occupation of any land or buildings other than the **private residence**;
 - where **you** are entitled to cover from another source;
 - from any profession, trade or business other than as owner of the **private residence**;
 - from any infectious disease or condition;
 - from **you** owning or using any:
 - power-operated lift;
 - mechanically-propelled vehicles (including children's motor cycles and motor cars), horse-drawn vehicles;
 - aircraft, hovercraft or watercraft;
 - caravan or trailer; or
 - animals.
- Bodily injury to any member of **your** household who normally lives with **you**.

Section three: Liability (continued)

What is covered

Liability as owner of a previous private residence

Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which **you** occupied, for accidents happening in and around that private residence which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service solely at the **private residence**.

We will pay up to £5,000,000, for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

- **You** are not covered for liability arising:
 - from an incident which happens over 7 years after this insurance ends or the private residence was sold;
 - from any cause for which **you** are entitled to cover under another source;
 - from the cost of correcting any fault or alleged fault; or
 - where a more recent policy covers the liability.
- Bodily injury to any member of **your** household who normally lives with **you**.

- Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.
- Bodily injury arising from any infectious disease or condition

Section four : Legal expenses

Your schedule will show **you** if this cover applies.

What is covered

Insured events

Legal expenses incurred by **you**, in respect of the following Insured events.

1 Pursuit

We will negotiate for **your** legal rights:

- after an incident which causes physical damage to the **private residence**.
- in trying to obtain possession of the **private residence** that **you** have let under the following acts:
 - (i) schedule 2, Part 1 (Grounds 1 to 8) of the Housing Act 1988; or
 - (ii) schedule 5, Part 1 (Grounds 1 to 8) of the Housing (Scotland) Act 1988.
- in trying to obtain possession of the **private residence** that **you** have let:
 - (i) to a company or partnership and the **private residence** has been let for people to live in.
 - (ii) that **you** live in.
- to evict anyone in the **private residence** who has not got **your** permission to be there.
- to recover any rent the **occupant** owes **you** for the occupation of the **private residence**.

2 Defence

We will defend **your** legal rights if an incident arising from **you** renting the **private residence** leads to **you** being prosecuted in a criminal court.

3 Hotel expenses

We will pay up to £75 per day for hotel expenses, where no other alternative accommodation is available, while **you** try to obtain a possession order for the **private residence** so **you** can live in it.

The most **we** will pay is £2,250 from one or more insured events occurring at the same time, in the same place or from the same cause.

What is not covered

- Any amount in dispute lower than the security deposit or £500, whichever is the greater.
- Any private residence that is not under a **written tenancy agreement**.

Rent guarantee

Your schedule will show **you** if this cover applies.

What is covered

Insured events

Rent that the **occupant** owes **you** up to vacant possession of the **private residence**.

Rent guarantee

We will pay any rent two months or more outstanding that the **occupant** owes **you** up to vacant possession of the **private residence** under:

- (i) schedule 2, Part 1 (Grounds 1 to 8) of the Housing Act 1988; or
- (ii) schedule 5, Part 1 (Grounds 1 to 8) of the Housing (Scotland) Act 1988.

The most **we** will pay is six monthly payments up to £1,500 per month up to a maximum of £9,000 from one or more insured events occurring at the same time, in the same place or from the same cause.

What is not covered

- The first month's rent owed to **you**.
- Any advance amounts or deposits paid to **you** by the **occupant** that are not required for the repair of dilapidations.
- Rent arrears occurring outside the **occupants** occupation of the **private residence**.

Specific exclusions

The following exclusions apply to Section four of your insurance.

1 We will not be liable for any excess, any compensation, penalty or taxes;

2 Excluded claims

Any claim:

- a) reported to **us**:
 - (i) after the **period of Insurance** expires;
 - (ii) more than 90 days after the date **you** should have known about the insured event;
- b) where **your** delay during **the period of insurance** in telling **us** of an insured event has prejudiced **our** position;
- c) arising from an insured event which happens, or a series of insured events which start or occur, before the start of the **period of insurance**.
- d) arising from an insured event which happens, or a series of insured events which starts outside the **period of insurance**;
- e) arising from any insured event which happens outside the **United Kingdom**;
- f) where before the start of the **period of insurance** in **our** reasonable opinion **you** was aware, or should have been aware, that a claim was likely to be made;
- g) relating to registering rents, buying the freehold of the **private residence** or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless **you** are defending an action brought against **you** by **your** tenant;
- h) relating to someone legally taking the **private residence** from **you** or restrictions or controls placed on the **private residence** by any government or local authority;
- i) relating to any works by or under the order of any government, public or local authority;
- j) relating to the settlement payable under an insurance policy;
- k) which is false or fraudulent.

Any claim concerning or arising from:

- a) anything to do with building, rebuilding, converting or extending all or part of a building;
- b) town and country planning laws and regulations;
- c) subsidence, land heave, land slip, mining or quarrying;
- d) an alleged dishonest or malicious act by **you**;
- e) a dispute between **you** and **us** about this **legal expenses** cover;
- f) any application for judicial review.

3 Excluded costs

Any **legal expenses**:

- a)
 - (i) incurred prior to written confirmation from **us** that the claim has been accepted or **legal expenses** beyond those for which **we** have given **our** prior written approval in accordance with the terms and conditions of the cover under this insurance;
 - (ii) relating to any disagreement with **your** tenant when the insured event is within the first 90 days of the start of the **period of insurance**;
- b) **you** pay or agree to pay before **we** have accepted **your** claim in writing;
- c) unless **your** solicitor confirms in writing that he or she will co-operate with **you** to keep to the terms and conditions of this **legal expenses** cover;
- d) for more than **we** have agreed;
- e) where **you** have entered into a Conditional Fee Agreement or any other form of alternative funding without obtaining **our** permission in writing first;
- f) arising from **your** or **your professional adviser's** unreasonable behaviour or failing;
- g) where **you** do not meet **your** duties under this insurance or **you** or **your professional adviser** are responsible for anything which in **our** reasonable opinion prejudices **our** position.

Specific conditions

The following conditions apply to Section four of your insurance.

1 Limit of indemnity

The most **we** will pay under Section four for all claims under this insurance arising from one or more insured events occurring at the same time, in the same place or from the same cause is the limit of indemnity shown on the schedule.

2 Conduct

You or **your** managing agent shall:

- a) not allow an adult tenant into possession other than on the basis of an already completed **written tenancy agreement** duly signed by all parties;
- b) ensure that any relevant statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy;
- c) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last five years against the proposed tenant by name;
- d) prior to the grant of any tenancy obtain a minimum of three satisfactory references from at least the tenant's employer, a Credit Reference Agency and one other referee. If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, **you** should obtain **our** approval prior to commencement of the letting. On the making of any claim **you** should be in a position to forward not only copies of the notices to **us** but also copies of the letters requesting the same. **You** shall not allow any tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received);
- e) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings;
- f) ensure that all pre-agent notices and pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice;
- g) prepare prior to the grant of the tenancy a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of the **private residence**;
- h) conduct regular inspections of the **private residence** (by reference to such inventory) at no less intervals than every six months;
- i) as soon as possible after a tenant has checked out or has otherwise vacated the **private residence**, prepare a detailed Schedule of Dilapidations;
- j) keep clear up-to-date rental records;
- k) ensure that where a tenant makes payment of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the tenant is a company the **professional adviser's** advice must be taken before any arrears of rent are accepted;
- l) ensure that any claims are accompanied by **our** fully completed claims form and submitted to **us** within 90 days of the rent falling into arrears;
- m) send a letter threatening legal action within 45 days of rent falling into arrears;
- n) contact the tenant at the tenant's place of employment within 28 days of any rent falling into arrears.

3 Reporting of claims

This is "claims made" **legal expenses** insurance which means that subject to the terms of this Policy, **you** are covered for claims under this insurance as long as during the **period of insurance**:

- a) **you** become aware; and
- b) within 90 days **you** notify **us**;
of an insured event which may give rise to such a claim.

For the avoidance of doubt, if there is more than one insured event arising from the same cause then **you** must tell **us** as soon as possible after the first such insured event.

You must notify **us** of **your** claim in writing and any delay in notifying **us** may prejudice **your** legal position. If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **us** and ask to speak to one of **our** claims handlers.

We will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need in order to assess **your** claim including a copy of the Policy Schedule.

Specific conditions (continued)

We shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute for **our** own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of proceedings or in the settlement of any claim. **You** will give **us** all such information and assistance as **we** may require.

In respect of rent guarantee claims:-

- **you** will not be able to use Schedule 2 Ground 8 of the Housing Act 1998, and/or Housing Act (Scotland) 1988, to seek possession of the **private residence** until three months' rent is owed to **you**.
- receipts may be required prior to settlement of a claim.

4 Acceptance of your claim

We will pay **legal expenses** incurred after **we** accept **your** claim in writing and **your** solicitor confirms in writing that he or she will co-operate with **you** to keep to the terms of this insurance.

We will only meet the **legal expenses** of **your** claim:

- a) which have been agreed in advance by **us** as to both amount and purpose; and
- b) as long as there are **prospects of success**.

If at any stage **we** consider that **your** claim does not have **prospects of success**, **we** will give **you** an explanation of **our** decision in writing. **We** will not provide any further cover for **your** claim. If **you** disagree with **our** decision, **you** can refer the matter to an arbitrator under General condition 6.

5 Appointment of a professional adviser

At any time before **we** agree that legal proceedings need to be issued, **we** will choose a **professional adviser** to act for **you**.

We reserve the right to require **your professional adviser**, where chosen by **us**, to act for **you** under a Conditional Fee Agreement. Only if legal proceedings have been issued, or a conflict of interest arises, can **you** choose a solicitor as **your professional adviser**.

If **you** discontinue **your** instructions to **your professional adviser** without **our** prior written permission, **our** liability will stop at once and **we** may recover any **legal expenses** already paid to **you**.

6 Conduct of your claim

You must immediately tell **your professional adviser** to:

- a) provide **us**, as soon as reasonably possible, with:
 - (i) his or her views on the merits of **your** claim;
 - (ii) his or her hourly rate and estimate of the total costs of pursuing or defending **your** claim; and
 - (iii) any information, document or file (including **your professional adviser's** files) relating to **your** claim, whether or not privileged, that **we** may ask for,
- b) keep **us** fully updated during **your** claim:
 - (i) on the progress of **your** claim, including any offers to settle;
 - (ii) of any change in his or her views on the merits of **your** claim; and
 - (iii) of any change to his or her estimate of the **legal expenses**.

We will set spending limits for **your professional adviser's** fees and payments during **your** claim. If a limit is exceeded without **our** prior written permission, **we** will not pay for any fees and payments above the relevant spending limit. These limits will not affect **our** rights under Specific condition 11.

7 Co-operation with us and your professional adviser

You will co-operate with:

- a) **us** at all times and reply promptly to any correspondence about **your** claim; and
- b) **your professional adviser** at all times and give him or her all information that he or she needs and will attend meetings and hearings whenever **you** are asked to.

8 Investigation and payment of your claim

We, or **our** agents, may investigate **your** claim. In **our** absolute discretion, **we** may pay **you** an amount equal to **our** reasonable estimate of the value of **your** legal claim, or that made against **you**, instead of providing cover for **your legal expenses**.

9 Settlement

You or **your professional adviser** must immediately write to tell **us** of any offer made to settle **your** claim including offers relating to costs. **You** must not accept any offers without obtaining **our** written permission first.

We will not withhold **our** consent in relation to an offer that a reasonable solicitor would recommend to a private client who is paying his or her own fees.

If **you** do not accept an offer **we** consider to be reasonable, **we** will not pay any further **legal expenses**.

10 Withdrawing and discontinuing

If **you** withdraw from or discontinue (stop) **your** claim without getting **our** permission in writing first then **we** will not pay **legal expenses** and will be entitled to recover from **you** any fees and payments made or charged before the withdrawal or discontinuance.

We will not withhold **our** permission in relation to a withdrawal or discontinuance that a reasonable solicitor would recommend to a private client who is paying his or her own fees.

11 Assessment and recovery of costs

You must, if **we** ask **you**, tell your **professional adviser** to send all of his or her files and any bill of costs for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **us**.

You must:

- a) take reasonable steps to recover **legal expenses** awarded or agreed to be paid to **you**; and
- b) immediately pay **us** any **legal expenses** recovered, or tell **your professional adviser** to do so.

If **you** pay or agree to pay costs above the limit of indemnity shown in the schedule in order to end **your** case, any costs awarded or agreed to be paid to **you** will be divided between **us** and **you** to reflect the proportion of costs that both **us** and **you** have paid or, but for the recovery of costs from **your** opponent(s), would be liable to pay. **You** will pay **us** or tell **your professional adviser** to pay to **us** the amount that is due to **us** immediately.

12 Agreement

We are not bound by any agreement that **you** or **your professional adviser** make without **our** prior written approval or permission.

13 Waiver

If **we** waive any right or breach of any term of this insurance, this will not waive any other right or later breach.

General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability (unless section four is covered);
- **legal expenses** (unless section four is covered); or
- death or injury to any person;

caused by, contributed to, or arising from, the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or 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.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from the fixed domestic water or heating systems, however this depends on conditions of this document.

- 5 Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 6 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, infestation, mould, moth, any gradually-operating cause, mechanical or electrical faults or breakdown.
- 7 Indirect loss of any kind.
- 8 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, suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

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

if it is likely that the purpose is of a political, religious, ideological or similar nature.

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to minimise the costs of these proceedings.

2 Telling us about a change

You must tell **us** as soon as possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** about the following.

- a) Before **you** convert or extend the **buildings**.
- b) If **you** buy new furniture as the sum insured may need to be increased. Please read how **we** settle claims under Section two (Contents).
- c) If **you** change **your** address.
- d) If the **private residence** is **unfurnished** or **unoccupied** for any reason other than waiting for a tenant to move in.
- e) If the type of tenant occupying the **private residence** changes.

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

3 Claims

When a claim or possible claim occurs, **you** must tell **us** in writing or on as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if a loss is caused by riot, malicious acts, theft or any attempted theft.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

6 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, **we** will not pay these under this insurance.

7 Cancellation

You may cancel this insurance by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim).

We may cancel the insurance by sending **you** 7 days notice to **your** last known address. **We** will refund the part of **your** premium, which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

8 Misrepresentation

This insurance shall be void in the event of misrepresentation, misdescription or non-disclosure in any material particular.

9 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

10 More than one property

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

11 Paying by instalments

If **you** have agreed to pay **your** premium by instalments, the following will apply.

- If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 7 days, **we** will cancel the remaining cover under this insurance and notify **you** in writing as shown in General Condition 7.
- If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.
- If **we** owe **you** any return of premium, the amount **we** owe may be taken off the instalments due for the year. If **you** have already paid all **your** instalments, **we** will pay any return premium to **you**.

Important: This appendix forms part of the insurance.

An endorsement only applies if the endorsement's number is shown in the relevant place in **your** schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with **your** schedule.

The general terms, conditions and exceptions apply to all endorsements.

Endorsement number H1 – Other interest

The name shown in the schedule under the Third-party interest has a financial interest in the **buildings**.

Endorsement number H8a – Unoccupancy

The 30 day limit does not apply and the following terms do apply.

While the **buildings** are not occupied by **you** or an authorised person:

- during the period from 1st November to 31st March all main supplies must be turned off and the water and central heating systems must be drained, unless the central heating system is kept running to maintain a temperature of 15°C throughout the **private residence**;
- an authorised person must inspect the inside of the **buildings** every 7 days;
- theft or attempted theft will not be covered unless there has been a forced and violent entry into or exit from the **buildings**;
- extra benefit 1 (accidental breakage) of Section one (Buildings) is deleted.

Endorsement number H25 – Fire extinguisher condition

At least two fire extinguishers must be installed in the private living accommodation, one of which must be situated in the kitchen and be dry powder.

Endorsement number H26 – Bedsit Clause

It is warranted that cooking outside any designated kitchen area is limited to the use of microwave ovens, infrared grilles, and other such appliances not producing a naked flame or radiant heat panel. It is further warranted that no portable heaters be used in rooms

Endorsement number H27 – Subsidence, heave or landslip clause

Item 14 in Section one (Buildings) and Section two (Contents) is deleted.

Endorsement number H29 – Work being carried out on property

We will not cover loss or damage to property which is being worked upon.

Endorsement number H33 – Contractors clause

We will not pay for any loss, damage or liability arising out of the activities of any contractor.

Endorsement number H35 – Water leaks

We will not pay for any loss or damage arising as a result of water leaking through flat asphalt roofs, unless the loss or damage is caused by Items 1-15.

Endorsement number H37 – Flat roof clause

You must have had the flat roof inspected and repaired where necessary no earlier than 24 months prior to inception. Any future inspection, repair, renovation and replacement where necessary must take place at no greater than 5 year intervals with full records of inspections and works undertaken retained for **our** inspection.

If **you** fail to have all of the above works carried out, **we** may decide not to pay the claim.

Endorsements (continued)

Endorsement H38 - Survey clause (applicable if a survey is required as indicated on the Schedule)

Cover is strictly subject to receipt by **us** of a satisfactory survey carried out by an authorised surveyor.

We reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

You must implement the survey requirement(s) or as otherwise agreed by **us** within a period to be agreed by **us** and advised to **you**.

If **you** fail to implement the requirement(s) within the period agreed by **us** then all coverage shall terminate at the end of said period.

Endorsement number H143 – Loss of rent extension

Cover under Section one (Buildings) and Section two (Contents), extra benefit 2 (Loss of rent or costs for alternative accommodation) what is not covered, the limit is amended to the amount shown in the proposal form.

Endorsement number H146a – Tenanted property

You have told **us**, and **we** have agreed, that **you** have let the **private residence** to persons engaged in professional occupations. These persons live in the **private residence**, and **you** have given **us** information about them. If there are any changes to that information, for example, a change in the employment of the **occupants** who live there or a change in the tenancy, **you** must tell **us** immediately.

If **you** fail to give **us** up-to-date information, and a claim arises, **we** may decide not to pay the claim.

You must meet all local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim arises, **we** may decide not to pay the claim.

Endorsement number H147apc – Tenanted property non standard

You have told **us**, and **we** have agreed, that **you** have let the **private residence** to tenants, and **you** have given **us** information about that tenancy. If there are any changes to that information for example, a change of tenants **you** must tell **us** immediately.

If **you** fail to give **us** up-to-date information, and a claim arises, **we** may decide not to pay the claim.

The following conditions will apply on top of those shown in **your** document.

- **You** must meet all local and national authority regulations governing rented accommodation.
- The bedrooms of the **private residence** must not be used for cooking, other than tea and coffee making.
- Portable heaters, other than electric-powered fan or convector types, must not be used in any bedroom of the **private residence**.
- **You** or an authorised person must inspect the inside of the **private residence** every month.
- All rubbish stored in **your buildings** must be removed each week.

If all of the conditions shown above are not met, and a claim arises, **we** may decide not to pay the claim.