



Landlord's Portfolio Insurance

Policy Wording

Section guide

PRIVACY NOTICE	3
BUILDINGS INSURANCE	4
CONTENTS INSURANCE	5

Welcome to HomeLet, here's your new Policy.

Your policy schedule sets out which sections of cover you have purchased and your sums insured. The policy, your schedule and any endorsement pages should be read together as one document. Please examine them to make sure they give you the protection according to your present needs. If at any time you wish to add to your cover or revise the cover you currently have, then please let HomeLet know – your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an alteration to sums insured or cover. Your policy is index linked and revised sums insured applicable at renewal will be advised to you on your renewal notice. Please ensure that this gives you an adequate sum insured.

HomeLet's promise of service

Your Policy is administered by HomeLet on behalf of the Insurer listed below. HomeLet is a trading name of Barbon Insurance Group Limited.

HomeLet aims to provide all our customers with a first class standard of service. Should you wish to contact us or if you are unhappy with the service you receive, or have any cause for dissatisfaction, you should in the first instance contact us by writing to:

HomeLet Customer Service Department
Hestia House
Unit 2 Edgewest Road
Lincoln
LN6 7EL

Alternatively, you can telephone HomeLet's Customer Service Department on 0800 035 8258
Or send an e-mail to enquiries@homelet.co.uk
Or visit HomeLets website at www.homelet.co.uk

When contacting HomeLet please quote your policy number.

Privacy Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at www.axa.co.uk/privacy-policy. If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.

Marketing

HomeLet may use personal information, and information about **your** use of **our** products and services, to carry out research and analysis. HomeLet will only use personal information to market **our** products and services to **you** if you agree to this.

Monitoring and recording

We and HomeLet may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. **We** and HomeLet may also use CCTV recording equipment in and around our premises.

Please ask **Us** if **You** would like more information about how **We** use **Your** personal information.

Your Guide to our Complaints handling procedure

HomeLet is committed to providing the highest standards of customer service. Whilst we work hard to achieve this, we recognise that there may be occasions when problems arise, and you can help us by telling us what you think of our service. We welcome all your comments, whether they're suggestions, compliments or complaints.

This page explains how to tell us about a problem, how we will deal with your complaint; plus what to do if we can't resolve it for you.

How to complain to HomeLet

Many things can be sorted out by speaking to us directly by phone, and often this will usually be enough to put matters right. However, if you prefer, you can make your complaint in writing, by email or post.

Post:

Customer Service Department
HomeLet
Hestia House
Edgewest Road
Lincoln
LN6 7EL

Phone:

0800 035 8258

Email:

customer.experience@homelet.co.uk

In order for Us to deal with your complaint as quickly as possible, it will help us if you mark your correspondence "Complaint" and provide as much information as you can. Try to include details such as policy reference numbers, details of who you have been dealing with, how to get in touch with you and what you would like us to do to resolve the matter.

How we will deal with your complaint

- Your complaint will be passed to the member of staff who can best address the problem;
- If we can, we will resolve your complaint immediately;
- If we are unable to resolve the matter to your satisfaction straight away, we will commence an investigation and acknowledge your complaint in writing within five working days. At this stage, we will tell you who is dealing with it, what we are going to do and how long we expect it to take;
- If we have been unable to resolve your complaint within four weeks, we will write to you again with details of the current position;
- If we have been unable to resolve your complaint within eight weeks, we will write to you again explaining the delay and what we are doing to help you;
- When we have completed our investigations, we will issue a final response, setting out the action we are taking

Financial Ombudsman Service

If you are not happy with our decision, or eight weeks have passed since we received your complaint, you may be able to pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case.

Post:

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

Phone:

0800 023 4567

You can also visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

The Ombudsman's service is available to personal policyholders. The service is also open to charities, trustees, micro-enterprises and small businesses with income or assets within defined limits. You can get more information from us or the Ombudsman.

If you take any of the actions mentioned above it will not affect your right to take legal action.

Cooling off period

During the Period of Insurance, you have a right to cancel this policy within 14 days of:

- receipt of the policy wording and Schedule; or
- the inception date of this policy;

whichever is the later, by contacting HomeLet or alternatively by contacting us to confirm cancellation.

Cancellation will take effect no earlier than the date on which HomeLet or we receive your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim.

Financial Services Compensation Scheme

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

The Insurer

Your policy is underwritten by the following insurer:

The Insurer

AXA Insurance UK plc

AXA Insurance UK plc Registered in England and Wales No 78950.
Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

How to make a claim

Buildings and Contents

In the event that you need to make a claim simply telephone the Buildings and Contents claim line on 0330 333 7230. Lines are open Monday to Friday 9am - 5pm.

Law applicable to this contract

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

Definition of words

At the beginning of each section of your Policy certain words have been defined. Defined words have the same meaning wherever they are used in that section or your Policy Schedule and they and other important words are highlighted by the use of bold print

Definition of words

Insured Property

Buildings used wholly or partially as private dwellings including:

- outbuildings, tennis courts and swimming pools used by residents for domestic and leisure purposes
- garden walls, patios, hardcourts, paved terraces, hedges, fences, gates, paths, drives, cesspits and septic tanks and receiving antennae
- interior decorations, landlord's fixtures and fittings including aerials
- any common parts to **Your Insured Property**
- garages, forecourts and car parks for which **You** are responsible situated at the address(es) shown in **Your** Policy Schedule

Period of Insurance

The period stated in **Your** Policy Schedule for which **We** agree to accept and **You** have paid or agreed to pay the premium for.

You/Your

The person or persons actually named in the Policy Schedule or in the event of their death a legal personal representative.

Insurer/Our/Us/We

The Insurer described in the paragraph headed 'The Insurer' on Page 5.

Sum Insured

The amount shown in **Your** current Policy Schedule or subsequent renewal invitation, and where applicable subject to index linking.

Endorsement

A variation in the terms of the Policy.

Residence

That part of **Your Insured Property** whether in whole or in part, occupied as an individual private dwelling or flat.

Commercial Unit

Any part of **Your Insured Property** occupied for business purposes.

Unoccupied

- if **Your Insured Property**, **Residence** or **Commercial Unit** is not lived in by a **Tenant** or not lived in by **You** as **Your** main **Residence**
- if a **Commercial Unit** is not used for business purposes

Tenant

An occupier of **Your Insured Property**, **Residence** or **Commercial Unit** by virtue of a tenancy agreement.

Excess

The first amount as shown in the Policy Schedule of any claim resulting from the same incident of loss or damage to any **Insured Property**.

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring.

Accidental Damage

Sudden and unexpected damage caused by external means.

The Business

Owning the **Insured Property** described in the Policy Schedule.

Consequential loss

Consequential or indirect loss (this is any damage or additional expense, which happens as a result of, or is side effect of, the event for which **You** are insured). This includes but is not limited to the following:

- a. loss of revenue
- b. loss of earnings
- c. additional travel costs
- d. loss assessor fees
- e. the cost of preparing a claim
- f. compensation for stress or inconvenience.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Insured Peril(s)

Fire lightning explosion aircraft or other aerial devices or items dropped from them theft earthquake storm flood escape of water from any tank apparatus or pipe leakage of oil from any fixed domestic heating installation impact by any road vehicle or animal

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where: the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

HomeLet insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurer** the first premium mentioned in the Policy Schedule the **Insurer** agrees to insure in the manner and to the extent provided for in the respective sections specified in the Policy Schedule in respect of events occurring during the **Period of Insurance** set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

General conditions

1. **We** will act in good faith in all **Our** dealings with **You**. Equally the payment of claims is dependent on:

Your own observance of the following

- a. taking reasonable steps to safeguard against accident, injury, loss or damage
- b. reporting to **Us** as soon as reasonably possible full details of any incident which may result in a claim under this Policy
- c. forwarding to **Us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
- d. not admitting liability or making an offer or promise of payment or indemnity without **Our** written consent
- e. giving all necessary information and assistance that **We** may require
- f. notifying the police as soon as **You** become aware of loss or damage caused by theft or malicious act

Your recognition of Our rights

- a. to take over and deal with in **Your** name the defence or settlement of any claim
- b. to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this Policy
- c. to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same loss, damage or liability
- d. to avoid paying any claim which is in any respect fraudulent

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

2. **Arbitration**

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved.

3. **Cancellation**

You may cancel this policy at any time by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

In addition to the right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice* in writing to **Your** last known address and/or email address provided by **You**. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one **We** would not normally accept
- **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk

In this respect, **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period, provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to **You** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid

*If the premium is payable by installments and a payment is not made, HomeLet reserves the right to automatically cancel **Your** policy following any effort made by **Us** to contact **You** to bring the payments up to date. HomeLet will give **You** up to 14 days' notice of this cancellation.

4. **Non-invalidation**

Any act or omission on the part of a **Tenant** without **Your** knowledge and beyond **Your** control will not affect **Your** rights under this Policy provided **You** give notice to **Us** in writing immediately after **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require.

5. **Non-invalidation – mortgagees**

If the Insured or the occupiers of the **Insured Property** do anything which increases the risk of loss or damage occurring and such action has been taken without the knowledge or authority of the Mortgagees then the rights of the Mortgagees under this Policy will not be affected provided notice is given to **Us** in writing immediately that they become aware of the action taken and they agree to pay any additional premium **We** may require.

6. **Other interests**

The interest(s) of other parties in the insurance by this Policy is noted, it being understood that in the event of Damage, the nature and extent of such other interest(s) will be disclosed by **You**.

7. **Index linking – protection against inflation**

Your Sum Insured will be adjusted annually by the latest percentage change in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index.

At each renewal the premium will be recalculated on **Your** new **Sum Insured** and will be shown on **Your** renewal invitation.

8. **Contracts (Rights of Third Parties) Act**

No person or company who is not party to this Policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this Policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

9. **Advice of unoccupancy**

It is a condition precedent to **Our** liability under this Policy that if any **Residence** is **Unoccupied** for more than 180 consecutive days **You** will notify **Us** in writing immediately.

10. **Basis of Tenancy Agreement**

It is a condition precedent to **Our** liability under this Policy that any letting of the **Insured Property** by **You** is on the basis of an Assured Shorthold Tenancy as defined in the Housing Act 1988, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016, a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts, a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006 or a legally binding company let agreement prepared with due care and skill. between **You** and the **Tenant** unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

11. Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your** Policy that **We** will not provide cover, or pay any claim or provide any benefit under **Your** Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

12. Change in Risk

You must tell us as soon as possible during the **Period of Insurance** of any change 1 to **The Business** 2 in the person, firm, company or organisation shown in **Your** schedule as The insured 3 to the information you provided to **Us** previously or any new information that increases the risk of loss as insured under any section of **Your** Policy. **Your** Policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration. **We** do not have to accept any request to vary **Your** Policy. If **You** wish to make any alteration to **Your** Policy **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **We** accept any variation to **Your** Policy, an increase in the premium or different terms or conditions of cover may be required by **Us**.

13. Fair presentation of risk

You have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your** Policy, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that **We** will not return **Your** premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation, then we can elect to make **Your** Policy void and return **Your** premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then **We** can:
 - a. reduce proportionately any amount paid or payable in respect of a claim under **Your** Policy using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b. treat **Your** Policy as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
4. Where **We** elect to apply one of the above then
 - a. if we elect to make **Your** Policy void, this will be from the start of the Policy, or the date of variation or from the date of renewal.
 - b. **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
 - c. **We** will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

14. Fraud

You and anyone acting for **You** must not act in a fraudulent way. If **You** or anyone acting for **You**: 1 knowingly makes a fraudulent or exaggerated claim under **Your** Policy; 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine) **We** will: a refuse to pay the claim; b declare the Policy void from the date of the fraudulent act without any refund of premiums. **We** may also inform the police of the circumstances

General Exclusions

This policy does NOT provide Insurance in respect of:

1. Radioactive contamination

- a. loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect **Consequential Loss**
- b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability insurance provided by this policy.

2. War and similar risks

Any contingency occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

3. Nationalisation

Loss, destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4. Sonic bangs

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Deliberate acts or omissions

Loss, destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

6. Terrorism

Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
2. In Northern Ireland
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
 - c. riot, civil commotion and (except for **Accidental Damage** or interruption to **The Business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

7. Pollution

Any general liability under the Liability Extension to this Policy for pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**:

- a. all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b. **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the **Period of Insurance** will not exceed the sum stated in the Policy Schedule as the amount of indemnity for any one event

For the purpose of this Exclusion — pollution or contamination means:

- all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- all loss or damage or injury directly or indirectly caused by such pollution or contamination

8. Date recognition

Loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **We** will cover subsequent **Accidental Damage** which results from a cause covered by this section.

9. Wear and tear

Loss destruction or damage directly occasioned by wear and tear.

10. General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

11. Asbestos

Claims caused by or arising from

1. inhalation or ingestion of **Asbestos**
2. exposure to or fear of the consequences of exposure to **Asbestos**
3. the presence of **Asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **Asbestos**.

12. Electronic risks

Losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **Computer Systems**; or
2. any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

We will cover subsequent damage which is covered by this section, which itself results from a cause covered by this section, except for damage caused by malicious persons other than thieves.

For the purposes of this exclusion the following defined terms apply.

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives data.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Hacking

Unauthorised access to any **Computer Systems** whether your property or not.

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

13. Collapse

Loss, destruction or damage to the building(s) or structure caused by its own collapse or cracking other than for **Accidental Damage** by a cause which is covered by this Policy.

14. Unexplained loss

Loss, destruction or damage caused by or consisting of 1 disappearance, unexplained or inventory shortage 2 misfiling or misplacing of information.

15. Collusion

Loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors or employees or any member of **Your** family or any other person lawfully at the **Your Insured Property**.

16. Disease

Notwithstanding any provision to the contrary within this policy, except for any cover provided under part 22 Liability cover of Section 2 this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **Time Element Loss** directly resulting therefrom where such physical damage or **Time Element Loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **Flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

We will pay:

1. Up to the **Sum Insured** under this section for loss of or damage to **Your Insured Property** caused by:

- a. Fire explosion lightning or earthquake
- b. Storm or flood

- c. Collision or impact involving any:-
 - i. vehicle, train, aircraft or other aerial device or anything dropped from them,
 - ii. animal
- d. Riot, civil commotion, labour and political disturbances
- e. Malicious Act

- f. Escape of water from any fixed water or heating installation or domestic appliance

- g. Escape of oil from any fixed heating installation

- h. Theft, or attempted theft

- i. Breakage or collapse of any aerial or satellite dish
- j. Falling trees or branches

2. Up to the **Sum Insured** under this section for loss or damage to **Your Insured Property** caused by Subsidence or ground heave of the site on which **Your Insured Property** stands or landslip.

3. Property fees and costs

For fees, clearance and shoring up costs, incurred with **Our** prior consent, following loss or damage insured by this section; provided such fees and costs together with the amount payable under any other cause insured by this section do not exceed the **Sum Insured on Your Insured Property**

We will not pay for:

1. the **Excess**

- b. loss or damage to hedges, fences and gates
 - loss or damage caused by or attributable to inadequate maintenance
 - loss or damage caused by frost

- e. loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days

- loss or damage to a **Commercial Unit** which is **Unoccupied**

- loss or damage caused by the **Tenant**

- f. loss or damage to any **Residence** or **Insured Property** which has remained **Unoccupied** for more than 90 consecutive days

- loss or damage to a **Commercial Unit** which is **Unoccupied**

- loss or damage to the appliance/ installation itself

- loss or damage resulting from any gradually operating cause

- g. loss or damage resulting from any gradually operating cause

- h. loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days

- loss or damage to a **Commercial Unit** which is **Unoccupied**

- loss or damage unless violent and forcible means are used to gain entry or exit to **Your Insured Property**

- loss or damage caused by the occupiers of **Your Insured Property**

- j. loss or damage caused by felling or lopping
2. the **Excess**

- loss or damage caused by erosion of the coast or riverbank

- loss or damage to swimming pools, garden walls, pathways, patios, terraces, fences, paths and drives unless damaged at the same time as the main buildings which form part of **Your Insured Property**

- loss or damage to solid floor slabs unless the foundations beneath the external walls are damaged or destroyed at the same time by the same cause

- loss or damage caused by bedding down of new structures

- loss or damage caused by any settlement shrinkage or expansion

- loss or damage caused by demolition, structural alteration or repair, inadequate construction of foundations

- loss or damage that originated prior to the commencement of this insurance

3. The **Excess**

- Fees charged for the preparation of any claim

We will pay:

4. The additional costs of rebuilding or repair of the damaged part of the property solely to comply with any statute or bye-laws
5. In the event of loss or damage to the Building by escape of water from a pipe concealed in a wall ceiling or floor or in the ground of the land on which the Building stands up to £5000 in respect of the cost of locating the point of escape repairing or replacing the defective section of pipe and making good
6. **Metered Water and Gas Charges**
The cost incurred by **You** as determined by the respective supply undertaking company's meter for metered water and gas charges demanded by the supply undertaking company following damage to the apparatus after the point of the service feed to the **Insured Property**.
7. Loss of Rent and Alternative Accommodation Expenses
 - a.
 - i. rent (including ground rent and management charges) **You** should pay or should have received but have lost
 - ii. the costs of reasonable alternative accommodation and temporary storage of **Your** furniture while
 - i. **Your Insured Property** is unfit to live in or
 - ii. access to **Your Insured Property** is denied as a result of **Accidental Damage** at **Your Insured Property** that is covered by this Policy
8. Denial of Access
If during the Period of Insurance **Your Insured Property** is not itself damaged but access is denied as a result of **Accidental Damage** by an **Insured Peril** to premises within a one mile radius from **Your Insured Property** **We** will pay for
 - i. rent (including ground rent and management charges) **You** should pay or should have received but have lost
 - ii. the costs of reasonable alternative accommodation and temporary storage of **Your** furnitureProvided that these **Insured Perils** are insured under The Buildings section of this Policy in respect of **Your** Insured Property such loss results from the compulsory actions taken by police competent authority or any other statutory authority
9. **Sale of Buildings**
Up to the **Sum Insured** on **Your Insured Property** to any purchaser for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts and completion date and provided **Your Insured Property** is not otherwise insured
10. **Accidental Damage**
(This cover only applies when **Accidental Damage** appears under the Buildings section on the policy schedule)
 - Up to the **Sum Insured** for loss or damage to **Your Insured Property** caused by **Accidental Damage**
 - **Accidental Damage** to service pipes, cables and inspection costs for which **You** have accepted responsibility, which service **Your Insured Property**
 - **Accidental Damage** to fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure
 - Up to the **Sum Insured** for loss or damage to **Your Insured Property** caused by Malicious Act of the **Tenant**

We will not pay for:

5. the **Excess**
 - Any cost arising from normal wear and tear or deterioration
6. the **Excess**
 - any loss not discovered within 180 days of the damage occurring
 - any loss occurring when the **Insured Property** or **Residence** or **Commercial Unit** in which the loss occurs is **Unoccupied**
 - any amount in excess of £250
7. the **Excess**
 - Any loss where any part of **Your Insured Property** was **Unoccupied** prior to the loss unless verified by a tenancy agreement confirming future occupation
 - Any loss incurred once the damaged part of **Your Insured Property** is habitable
 - any amount in excess of 30% of the **Sum Insured**
 - But in respect of each individual **Insured Property** the payment made may be adjusted according to the percentage contribution made by each flat or private dwelling house towards the total management charges and/ or ground rent of the block of flats or housing development
8.
 - i. any loss that does not result in access being denied for at least 12 hours duration
 - ii. any amount in excess of 30% of the total Sum Insured on **Your Insured Property** or £1,000,000 which ever is the lesser any one claim or in any one Period of Insurance for longer than 12 weeks duration from the date of **Accidental Damage** by the **Insured Peril**
 - iii. where an incident occurs resulting in a claim under this cover **You** cannot claim under 7 Loss of Rent and Alternative Accommodation Expenses for the same incident
 - iv. The Basis of Settlement 6 Reinstatement of Sum Insured Clause does not apply to this cover.
10. the **Excess**
 - any amount recoverable from the **Tenant** up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)
 - loss or damage that is already covered under the **Tenants** own contents insurance policy
 - loss or damage resulting from any gradually operating cause
 - loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage to service pipes and cables which **You** are not legally liable to repair
 - loss or damage caused by neglect or lack of routine maintenance
 - loss or damage caused by cleaning, repairing, restoration, wear and tear or depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
 - loss or damage caused by faulty workmanship, defective design or defective materials
 - loss or damage caused by mechanical or electrical fault, breakdown or derangement
 - loss or damage caused by domestic pets
 - loss or damage specifically excluded under the Buildings section or elsewhere in this policy
 - the cost of maintenance and normal redecoration

Basis of Settlement Memorandum

In the event of loss or damage the basis on which the amount payable in respect of the **Insured Property** is to be calculated will be the Reinstatement of the property lost destroyed or damaged

For the purpose of this Memorandum, Reinstatement means

1. if the building has not been maintained in a good state of repair **We** will pay the cost of reinstatement less a deduction for wear and tear.
2. the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
 - a. in any manner suitable to **Your** requirements
 - b. upon another site
3. the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

1. If at the time of loss or damage the cost of reinstating the whole of the **Insured Property** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss.
2. **Our** liability for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.
3. No payment beyond the amount which would have been payable in the absence of this Memorandum will be made:
 - a. unless Reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of Reinstatement has actually been incurred
 - c. if the **Insured Property** at the time of its loss destruction or damage is insured by any other Insurance effected by or on behalf of **You** which is not on the same basis of Reinstatement
4. If the repair or replacement is not carried out, **We** may, at **Our** option, pay the reduction in market **Value** resulting from the loss or damage but not exceeding what it would have cost to repair or replace.
5. **We** will not pay for the replacement of or work on any undamaged items or remaining parts of the **Insured Property** solely because they form part of a set, suite, group or collection of articles of a similar nature colour pattern or design.
6. The **Sum Insured** on **Your Insured Property** will be reinstated automatically from the date of notification of any claim under this section.

We will pay:

11. **Legal Liability as Owner**
(or in the event of death the legal personal representative)
 - a. up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Insured Property** for:
 - i. injury, illness or disease of any person
 - ii. loss of or damage to property which neither belongs to **You** or is in **Your** care occurring during the **Period of Insurance**
 - b. up to £5,000,000 which **You** as the former owner of any property covered by this section, become legally liable to pay for injury or damage to the property of others arising from a defect in the premises
If the Buildings section of the Policy is cancelled this part of the liability cover will continue to operate
 - c. The maximum amount **We** will pay for all damages as a result of all occurrences during any one Period of Insurance, arising directly or indirectly in connection with a **Terrorist Act** is £2,000,000. Solicitors fees arising from a claim under this paragraph for:
 - i. representation at any coroner's inquest or fatal accident enquiry
 - ii. defence in any court of summary jurisdiction arising out of any possible claim

We will for the purpose of this clause treat as though they were the owner or former owner any of **Your Tenants** or lessees provided that they fulfil the terms and conditions of this policy in so far as they can apply.

We will not pay for:

11. a & b
 - Loss of or damage to property or injury, illness or disease:
 - arising out of any deliberate act
 - arising out of any employment, business or profession other than property owning
 - arising out of any work in the **Insured Property** by **Your** employees
 - suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
 - arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
 - injury, illness or disease, loss or damage arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - i. any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
 - any fines or penalties
 - b. loss or damage to property or injury, illness or disease insured under any other current Policy or any subsequent Policy if this section has been cancelled

Extension

Legal liability as employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:

Amount of indemnity

Employers Liability£10,000,000
Public Liability£5,000,000

Employers' Liability

The limit of indemnity in respect of a **Terrorist Act** is £5,000,000 and will apply exclusively to any one claim or series of claims by anyone in **Your** employment arising directly or indirectly in connection with a **Terrorist Act**.

Public Liability

The maximum amount **We** will pay for all damages as a result of all occurrences during any one **Period of Insurance** for death, bodily injury, illness or disease to anyone in your employment while on or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation, arising directly or indirectly with a **Terrorist Act** is £2,000,000.

The following interpretation applies throughout this Extension

1. The Insured includes:
 - a. in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - b. if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the Policy Schedule as being the Insured, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**.
3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects.
4. Occurrences:
 - a. Employers liability:
Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do
 - b. Public Liability:
 - i. Bodily injury to or illness or disease of any person
 - ii. loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

Notwithstanding the limits of indemnity under the Buildings Section Extension Legal liability as employer and Contents Section Extension Legal liability as employer, the maximum **We** will pay in relation to any one claim or series of claims by one or more persons employed by **You** arising from one occurrence insured under one or both Sections will be £10,000,000 other than in respect of a **Terrorist Act** where the maximum **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- a. sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- b. costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- c. the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not pay for:

- any liability under Occurrence b in respect of:
 - a. injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
 - b. loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
 - c. injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - i. any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
 - d. loss of or damage to any commodity, article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
 - e. accidents involving any dog described in section 1 of the Dangerous Dogs Act
 - f. any fines or penalties
 - g. for death, bodily injury, illness or disease to anyone in your employment while on or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Conditions for legal liability as employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies.

Basis of claims settlement for all liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

Definition of words

Property

Buildings used wholly or partially as private dwellings situated at the address(es) shown in the Policy Schedule.

Sum insured

The amount shown in **Your** current Policy Schedule or subsequent renewal invitation, subject to index linking.

Residence

That part of the **Property** whether in whole or in part, occupied as an individual private dwelling or flat.

You / Your

The person or persons actually named in the Policy Schedule or in the event of their death a legal personal representative.

Insurer/Our/Us/We

The Insurer described in the paragraph headed 'The Insurer' on Page 5.

Unoccupied

If any **Residence** is not lived in by a **Tenant** or not lived in by **You** as **Your** main **Residence**.

Tenant

An occupier of **Your Insured Property** or **Residence** by virtue of a tenancy agreement.

Contents

Either:

- a. Domestic furniture and furnishings (excluding Valuables) or if Limited Contents Cover is operative
- b. Carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves belonging to **You** or for which **You** are responsible in any **Residence** or in the common parts of **Your Property**

Money

Cash, bank or currency notes, cheques, postal and money orders, current postage stamps and National Insurance Stamps all belonging to **You** or for which **You** are responsible.

Valuables

Articles of gold, silver or other precious metals, jewellery, watches, photographic equipment, binoculars, furs, curios and other works of art, audio and audio visual equipment (but not television receiving equipment [except satellite and cable television receivers] having a replacement cost as new of £750 or less), home computer equipment, collections of stamps coins and medals all belonging to **You** or for which **You** are responsible.

Excess

The first amount as shown in the Policy Schedule of any claim resulting from the same incident of loss or damage to any **Insured Property**.

Period of insurance

The period stated in the Policy Schedule for which **We** agree to accept and **You** have paid or agreed to pay the premium.

Endorsement

A variation in the terms of the Policy.

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring.

Household

You, all members of **Your** family and any other persons permanently living in **Your** home (other than **Tenants**).

Accidental damage

Sudden and unexpected damage caused by external means.

The Business

Owning the **Contents** in the insured **Property** as described in the Policy Schedule.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Insured Peril(s)

Fire lightning explosion aircraft or other aerial devices or items dropped from them theft earthquake storm flood escape of water from any tank apparatus or pipe leakage of oil from any fixed domestic heating installation impact by any road vehicle or animal

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

HomeLet insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurer** the First Premium mentioned in the Policy Schedule the **Insurer** agrees to insure in the manner and to the extent provided for in the respective sections specified in the Policy Schedule in respect of events occurring during the **Period of Insurance** set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

General Conditions

1. **We** will act in good faith in all **Our** dealings with **You**. Equally the payment of claims is dependent on:

Your own observance of the following:

- a. taking reasonable steps to safeguard against accident, injury loss or damage
- b. reporting to **Us** as soon as reasonably possible full details of any incident which may result in a claim under this Policy
- c. forwarding to **Us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
- d. not admitting liability or making an offer or promise of payment or indemnity without **Our** written consent
- e. giving all necessary information and assistance that **We** may require
- f. notifying the police as soon as **You** become aware of loss or damage caused by theft or malicious act

Your recognition of Our rights

- a. to take over and deal with in **Your** name the defence or settlement of any claim
 - b. to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this Policy
 - c. to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same loss, damage or liability
- Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions

2. **Arbitration**

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved.

3. **Cancellation**

You may cancel this policy at any time by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

In addition to the right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice* in writing to **Your** last known address and/or email address provided by **You**. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one **We** would not normally accept
- **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk

In this respect, **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period, provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to **You** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid

*If the premium is payable by installments and a payment is not made, HomeLet reserves the right to automatically cancel **Your** policy following any effort made by **Us** to contact **You** to bring the payments up to date. HomeLet will give **You** up to 14 days' notice of this cancellation.

4. **Non-invalidation**

Any act or omission on the part of a **Tenant** without **Your** knowledge and beyond **Your** control will not affect **Your** rights under this Policy provided **You** give notice to **Us** in writing immediately **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require.

5. **Index Linking – protection against inflation**

The **Sum Insured** in respect of Domestic Furniture and Furnishings will be adjusted monthly by the latest percentage change in the Consumer Durables Section of the Government's Retail Price Index or other appropriate index. No additional premium during the current period of insurance will be required for this adjustment.

At each renewal the premium will be recalculated on **Your** new **Sum Insured** and will be shown on **Your** renewal invitation

6. **Contracts (Rights of Third Parties) Act**

No person or company who is not party to this policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

7. **Advice of unoccupancy**

It is a condition precedent to **Our** liability under this policy that if any **Residence** is **Unoccupied** for more than 180 consecutive days **You** will notify **Us** in writing immediately.

8. **Basis of Tenancy Agreement**

It is a condition precedent to **Our** liability under this policy that any letting of the **Insured Property** by **You** is on the basis of an Assured Shorthold Tenancy as defined in the Housing Act 1988, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016, a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts, a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006 or a legally binding company let agreement prepared with due care and skill. between **You** and the **Tenant** unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

9. **Sanctions**

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your** Policy that **We** will not provide cover, or pay any claim or provide any benefit under **Your** Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

10. **Change in Risk**

You must tell us as soon as possible during the **Period of Insurance** of any change 1 to **The Business** 2 in the person, firm, company or organisation shown in **Your** schedule as The insured 3 to the information you provided to **Us** previously or any new information that increases the risk of loss as insured under any section of **Your** Policy. **Your** Policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration. **We** do not have to accept any request to vary **Your** Policy. If **You** wish to make any alteration to **Your** Policy **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **We** accept any variation to **Your** Policy, an increase in the premium or different terms or conditions of cover may be required by **Us**.

11. Fair presentation of risk

You have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your** Policy, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that **We** will not return **Your** premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation, then we can elect to make **Your** Policy void and return **Your** premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then **We** can:
 - a. reduce proportionately any amount paid or payable in respect of a claim under **Your** Policy using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b. treat **Your** Policy as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
4. Where **We** elect to apply one of the above then
 - a. if we elect to make **Your** Policy void, this will be from the start of the Policy, or the date of variation or from the date of renewal.
 - b. **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
 - c. **We** will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

13. Fraud

You and anyone acting for **You** must not act in a fraudulent way. If **You** or anyone acting for **You**: 1 knowingly makes a fraudulent or exaggerated claim under **Your** Policy; 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine) **We** will: a refuse to pay the claim; b declare the Policy void from the date of the fraudulent act without any refund of premiums. **We** may also inform the police of the circumstances.

General Exclusions

This Policy does NOT provide Insurance in respect of:

1. Radioactive Contamination

- a. loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect **Consequential Loss**
- b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability insurance provided by this Policy

2. War and Similar Risks

Any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

3. Nationalisation

Loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4. Sonic Bangs

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Deliberate Acts or Omissions

Loss destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

6. Terrorism

Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
2. In Northern Ireland
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
 - c. riot, civil commotion and (except for **Accidental Damage** or interruption to **The Business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

7. Pollution

Any general liability under the Liability Extension to this Policy for pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

- a. all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b. **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the **Period of Insurance** will not exceed the sum stated in the Policy Schedule as the Amount of Indemnity for any one Event

For the purpose of this Exclusion – pollution or contamination means:

- i. all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- ii. all loss or damage or injury directly or indirectly caused by such pollution or contamination.

8. Date recognition

Loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **We** will cover subsequent **Accidental Damage** which results from a cause covered by this section.

9. Wear and tear

Loss destruction or damage directly occasioned by wear and tear.

10. Faulty workmanship

Loss destruction or damage directly occasioned by faulty workmanship, defective design or defective materials.

11. Household removal

Loss destruction or damage occasioned in the course of household removal.

12. General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

13. Asbestos

Claims caused by or arising from

1. inhalation or ingestion of **Asbestos**
2. exposure to or fear of the consequences of exposure to **Asbestos**
3. the presence of **Asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **Asbestos**.

14. Electronic Risks

Losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **Computer Systems**; or
2. any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**.

We will cover subsequent damage which is covered by this section, which itself results from a cause covered by this section, except for damage caused by malicious persons other than thieves.

For the purposes of this exclusion the following defined terms apply.

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives data.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Hacking

Unauthorised access to any **Computer Systems** whether your property or not.

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

15. Collapse

Loss, destruction or damage to the building(s) or structure caused by its own collapse or cracking other than for **Accidental Damage** by a cause which is covered by this Policy.

16. Unexplained loss

Loss, destruction or damage caused by or consisting of 1 disappearance, unexplained or inventory shortage 2 misfiling or misplacing of information.

17. Collusion

Loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors or employees or any member of **Your** family or any other person lawfully at the **Your Insured Property**.

18. Disease

Notwithstanding any provision to the contrary within this policy, except for any cover provided under part 22 Liability cover of Section 2 this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **Time Element Loss** directly resulting therefrom where such physical damage or **Time Element Loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **Flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

We will pay:

1. Up to the **Sum Insured** under this section for loss of or damage to the **Contents** caused by:
 - a. Fire, smoke, explosion, lightning or earthquake
 - b. Storm or flood
 - c. Collision or impact with the **Property** involving any:
 - i. vehicle, train, aircraft or other aerial devices or anything dropped from them
 - ii. animal
 - d. Riot, civil commotion, strikes, labour and political disturbances
 - e. Malicious act
 - f. Escape of water or oil from any fixed water or heating installation or domestic appliance
 - g. Theft or attempted theft
 - h. Breakage or collapse of any aerial or satellite dish
 - i. Falling trees or branches
 - j. Subsidence or ground heave of the site on which the **Property** stands, or landslip
2. **Replacement of external door locks**
Up to £250 for the replacement and installation cost of external door locks of **Your Property** including any **Residence** where the keys of such locks have been stolen.
3. **Metered Water and Gas Charges**
Up to £250 for the costs incurred by **You** as determined by the respective Supply Undertaking Company's Meter for metered water and gas charges demanded by the Supply Undertaking Company following loss or damage to the apparatus after the point of the service feed to the **Property**.
4. **Loss of Rent and Alternative Accommodation**
Up to 30% in total of the **Sum Insured** on **Your Contents** for:
 - a.
 - i. rent (including ground rent and management charges) **You** should pay or should have received but have lost
 - ii. the costs of reasonable alternative accommodation and temporary storage of **Your** furniture while
 - i. **Your Insured Property** is unfit to live in or
 - ii. access to **Your Insured Property** is denied
 as a result of **Accidental Damage** at **Your Insured Property** that is covered by this Policy

We will not pay for:

1. the **Excess**
 - b. loss or damage caused by or attributable to inadequate maintenance of the **Property**
 - loss or damage caused by frost
 - e. loss or damage to the **Contents** of any **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage caused by the **Tenant**
 - f. loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage resulting from any gradually operating cause
 - loss or damage to the appliance / installation itself
 - g. loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to **Your Contents** unless violent and forcible means are used to gain entry or exit
 - loss or damage caused by the occupiers of the individual **Residence**
 - loss or damage to **Your Contents** whilst outside of the **Property** or in any outbuilding in excess of £500
 - j. loss or damage caused by bedding down of new structures, any settlement shrinkage or expansion
 - loss or damage caused by demolition, structural alteration or repair, inadequate construction of foundations
 - loss or damage caused by erosion of the coast or riverbank
 - loss or damage which originated prior to the commencement of this insurance
2. Loss arising from theft by persons who lawfully occupy or have lawfully occupied the **Property** or **Residence**.
3. any loss not discovered within 180 days of the damage occurring
 - any loss occurring when the **Property** or **Residence** in which the loss occurs is **Unoccupied**
4. the **Excess**
 - Any loss where the **Residence** was unoccupied prior to the loss unless verified by a tenancy agreement evidencing future occupation.
 - Any loss incurred once the **Residence** is habitable
 - any amount in excess of 30% of the **Sum Insured**
 - But in respect of each individual **Insured Property** the payment made may be adjusted according to the percentage contribution made by each flat or private dwelling house towards the total management charges and/ or ground rent of the block of flats or housing development

We will pay:

5. Denial of Access

- if during the Period of Insurance **Your Insured Property** is not itself damaged but access is denied as a result of **Accidental Damage** by an **Insured Peril** to premises within a one mile radius from **Your Insured Property** **We** will pay for
- i. rent (including ground rent and management charges) **You** should pay or should have received but have lost
 - ii. the costs of reasonable alternative accommodation and temporary storage of **Your** furniture

Provided that

these **Insured Perils** are insured under The Buildings section of this Policy in respect of **Your** Insured Property such loss results from the compulsory actions taken by police competent authority or any other statutory authority

6. Accidental Damage

(This cover only applies when **Accidental Damage** appears under the Contents section on **Your** policy schedule)

- Up to the **Sum Insured** for loss or damage to **Contents** in **Your Insured Property** caused by **Accidental Damage**
- Up to the **Sum Insured** for loss or damage to **Your Contents** in **Your Insured Property** caused by Malicious Act of the **Tenant**

We will not pay for:

5.

- i. any loss that does not result in access being denied for at least 12 hours duration
- ii. any amount in excess of 30% of the total Sum Insured on **Your Insured Property** or £1,000,000 which ever is the lesser any one claim or in any one Period of Insurance for longer than 12 weeks duration from the date of **Accidental Damage** by the **Insured Peril**
- iii. where an incident occurs resulting in a claim under this cover **You** cannot claim under 7 Loss of Rent and Alternative Accommodation Expenses for the same incident
- iv. The Basis of Settlement 6 Reinstatement of Sum Insured Clause does not apply to this cover.

6. the Excess

- any amount recoverable from the deposit paid by the **Tenant**, up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)
- loss or damage that is already covered under the **Tenant's** own contents insurance policy
- loss or damage resulting from any gradually operating cause
- loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
- loss or damage caused by neglect or lack of routine maintenance
- loss or damage caused by cleaning, repairing, restoration, wear and tear or depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
- loss or damage caused by faulty workmanship, defective design or defective materials
- loss or damage caused by mechanical or electrical fault, breakdown or derangement
- loss or damage caused by domestic pets
- loss or damage specifically excluded under the Contents section or elsewhere in this policy
- the cost of maintenance and normal redecoration

Basis of Claims Settlement

Repair

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of repair of each item that is partially damaged or, at **Our** option, **We** will arrange for the repair of any such item.

Subject to the overall limits shown above, **We** will not pay more for the repair of an item than the cost of replacing it as new.

If a damaged item can be repaired but the repair is not carried out, **We** may, at **Our** option, pay the reduction in the **Value** of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

Replacement

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of replacement as new of each item that is totally lost or damaged beyond repair or, at **Our** option, **We** will arrange to replace any such item.

If an item has been totally lost or damaged beyond repair and is not replaced, **We** will pay the **Value** of that item at the time of the loss or damage.

Special conditions

1. If at the time of loss or damage the cost of reinstating the whole of the **Contents** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss.
2. **We** will not pay for the replacement of or work on any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.
3. The **Sum Insured** on **Contents** will be reinstated automatically from the date of notification of any claim under this section.

We will pay:

7. Legal liability as Owner (or in the event of death the legal personal representative)

Notwithstanding the limits of indemnity under the Buildings section 6 Legal liability as Owner and Contents Section Extension Legal liability as employer, the maximum **We** will pay in relation to any one claim or series of claims by one or more persons employed by **You** arising from one occurrence insured under one or both Sections will be £10,000,000 other than in respect of a **Terrorist Act** where the maximum **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

- a. Up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Contents** for:
 - i. injury, illness or disease of any person
 - ii. loss or damage to property which neither belongs to **You** or is in **Your** care occurring during the **Period of Insurance**
- b. Solicitors fees arising from a claim under this paragraph for:
 - i. representation at any coroners inquest or fatal accident enquiry
 - ii. defence in any court of summary jurisdiction arising out of any possible claim
- c. The maximum amount **We** will pay for all damages as a result of all occurrences during any one **Period of Insurance**, arising directly or indirectly in connection with a **Terrorist Act** is £2,000,000.

We will for the purpose of this clause treat as though they were the owner any of **Your Tenants** or Lessees provided that they fulfil the terms and conditions of this Policy in so far as they apply.

8. Occupiers Legal Liability and Worldwide Personal Liability

- a. Up to £5,000,000, plus costs agreed by **Us** in writing which a member of **Your Household**, as occupier of **Your** home or in a personal capacity could become legally liable to pay for:
 - injury, illness or disease of any person
 - loss or damage to property which neither belongs to, nor is in the charge of a member of **Your Household**
 - loss or damage caused by fire, explosion, lightning, earthquake or escape of water from any fixed water or fixed heating installation to any private residence and/or its **Contents**, temporarily occupied for holiday purposes by a member of **Your Household** occurring during the **Period of Insurance**
- b. Solicitors fees arising from a claim under this paragraph for
 - representation at any coroners inquest or fatal accident enquiry
 - defence in any court of summary jurisdiction arising out of any possible claim

We will not pay for:

7.

- a. Loss of or damage to property or injury, illness or disease arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- arising out of any employment, business or profession other than property owning
- arising out of any work on the **Property** by **Your** employees
- suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
- arising from accidents involving any dog described in Section 1 of the Dangerous Dogs Act
- arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - i. any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- any fines or penalties

8. Compensation or other costs arising from accidents involving the following if owned by or in the charge of a member of **Your Household**:

- motor vehicles and any trailers attached
- aircraft, motor boats, yachts or caravans
- animals which escape from land (other than **Your** home) on which they are usually kept
- any dog described in Section 1 of the Dangerous Dogs Act
- property usually kept on land other than **Your** home
- Loss of or damage to property or injury, illness or disease
 - arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - arising out of any employment, business or profession of any member of **Your Household**
 - suffered by anyone under a contract of service with a member of **Your Household** and arising out of the work they are employed to do
 - arising directly or indirectly from the transmission of any communicable disease or virus by any member of **Your Household**
 - suffered by any member of **Your Household**
- Any fines or penalties

Extension

Legal Liability as Employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:-

Amount of Indemnity

Employers Liability£10,000,000
Public Liability£5,000,000

Employers' Liability

The limit of indemnity in respect of a **Terrorist Act** is £5,000,000 and will apply exclusively to any one claim or series of claims by anyone in **Your** employment arising directly or indirectly in connection with a **Terrorist Act**.

Public Liability

The maximum amount **We** will pay for all damages as a result of all occurrences during any one Period of Insurance for death, bodily injury, illness or disease to anyone in your employment while on or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation., arising directly or indirectly with a **Terrorist Act** is £2,000,000.

The following interpretation applies throughout this Extension.

1. The Insured includes:
 - a. in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - b. if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the Policy Schedule as being the **Insured**, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**
3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects
4. Occurrences
 - a. Employers liability
Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do.
 - b. Public Liability
 - i. Bodily injury to or illness or disease of any person
 - ii. loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

Notwithstanding the limits of indemnity under the Buildings Section Extension Legal liability as employer and Contents Section Extension Legal liability as employer, the maximum **We** will pay in relation to any one claim or series of claims by one or more persons employed by **You** arising from one occurrence insured under one or both Sections will be £10,000,000 other than in respect of a **Terrorist Act** where the maximum **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, We will indemnify **You** against:

- sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the Period of Insurance, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not pay for:

Any liability under Occurrence b in respect of:-

- injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
- loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of
 - i. any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- loss of or damage to any commodity article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
- accidents involving any dog described in Section 1 of the Dangerous Dogs Act
- any fines or penalties
- for death, bodily injury, illness or disease to anyone in your employment while on or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Conditions for legal liability as employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies.

Basis of claims settlement for all liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

Insurance Quote and Renewals Enquiries

0800 035 8258

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0330 333 7230

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