

# Landlord's Portfolio Insurance

Policy wording



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# Landlord's Portfolio Insurance Policy wording

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## 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 their customers with a first class standard of service. Should you wish to contact them 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](mailto:enquiries@homelet.co.uk)

Or visit HomeLet's website at [www.homelet.co.uk](http://www.homelet.co.uk)

When contacting HomeLet please quote your policy number.

## Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

Your agent will have their own uses for **your** personal data. Please ask HomeLet if **you** would like more information about how they use **your** personal information.

### Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

### Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

**We** will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

### 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.

### What this means to you

This clarifies how we collect, store, process and share your data.

## 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  
Unit 2 Edgewest Road  
Lincoln  
LN6 7EL

**Phone:**

0800 035 8258

**Email:**

complaints@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](http://www.financial-ombudsman.org.uk)

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

If You take any of the 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 Conduct Authority

Ageas Insurance Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039. You can check their website ([www.fca.org.uk](http://www.fca.org.uk)), which includes a register of all the firms they regulate, or You can phone them on 0800 111 6768.

#### Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if Ageas Insurance Limited are unable to meet their obligations. Full details are available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

If you take any of the action mentioned, it will not affect your right to take legal action. Telephone calls may be recorded.

#### The Insurer

- The Buildings and Contents sections of your Policy are underwritten by the following insurers:

The Insurer
<p><b>Ageas Insurance Limited</b> Registered Number 354568 Registered in England and Wales Registered Office address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA <a href="http://www.ageas.co.uk">www.ageas.co.uk</a> Member of the Association of British Insurers Ageas Insurance Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority The Financial Services Register No 202039</p>

## 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

The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to that contract. The law applicable to this contract will be that of the country where the policyholder is usually resident where this is within the United Kingdom. Otherwise English law will apply.

### 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.





# BUILDINGS INSURANCE

## 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 terraces hedges fences gates paths drives cesspits and septic tanks and communal 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, 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 a 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.

## 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.

On behalf of the Insurer

Andy Watson – CEO, Ageas UK

Ageas Insurance Limited

## 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. 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 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 Voidance

This Policy will be voidable in the event of misrepresentation misdescription or non-disclosure in any material fact.

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this Policy shall be forfeited.

#### 11 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 a written Assured Shorthold Tenancy agreement (or the equivalent in Scotland or Northern Ireland) between **You** and the **Tenant** with a minimum initial period of at least three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

## 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

- a liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including **Consequential Loss** and damage) directly or indirectly caused by resulting from or in connection with:
  - i any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - ii any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**
- b Loss damage or destruction or any **Consequential Loss** resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:
  - i that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland to compulsory insurance of liability to employees
  - ii stated in the **SPECIAL PROVISION - TERRORISM**

For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government

(de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

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

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

#### SPECIAL PROVISION – TERRORISM

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

- a this Policy is issued in the name of an individual or individuals
- b the original Insured is not a trustee or a body of trustees that holds the **Insured Property** under a trust
- c **Your** main occupation/trade is not that of a Property Owner
- d the proportion of commercial occupation in the **Insured Property** does not exceed twenty per cent
- e in respect of loss damage or destruction to Buildings Contents and subsequent Loss of Rent and Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed £500,000 or the **Sum Insured** whichever is the lesser
- f **We** will not be liable for loss damage or destruction arising directly or indirectly from
  - i the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
  - ii the use or threat of use or explosion of any nuclear device or radioactive substance
- g this Special Provision does not apply to the Legal Liability as Employer Extension or to **Your** Legal Liability as Owner

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

#### 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

Any claim of whatsoever nature that arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
- b media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of:
  - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
  - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

## 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, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

## 11 Asbestos

Any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply in respect of such removal or disposal provided that:

- a such activity does not form part of **Your** usual **Business** or contract and
- b the discovery of asbestos by **You** is unintentional and accidental and
- c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- d an HSE licensed asbestos removal contractor is employed if legally required
  - i to make safe the area in which the discovery is made as soon as is practicable
  - ii who has Employers Liability and Public Liability insurances in force
    - that provide Limits of Indemnity no less than those stated in the Policy Schedule and
    - that do not exclude the work to be carried out

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

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 of the **Insured Property**
  - 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



We will pay:

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**

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**

We will not pay for:

### 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

### 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

We will pay:

- 7 Loss of Rent or Alternative Accommodation up to 30% in total of the **Sum Insured on Your Insured Property** for:
- a
    - i loss of rent as a result of any part of **Your Insured Property** being made uninhabitable following loss of or damage to **Your Insured Property** by any cause insured by this section or
    - ii the necessary cost of alternative accommodation and temporary storage of furniture incurred by **You** in respect of any **Residence** rendered uninhabitable or to which access is denied from any cause covered by this Policy provided that all **Residences** which form **Your Insured Property** are insured in one amount on behalf of the individual owners or lessees
  - b the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Insured Property** solely as a consequence of the loss or damage

## 8 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

We will not pay for:

- 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

We will pay:

## 9 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:

## 9 • 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:

## 10 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 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:

## 10 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
- injury, illness or disease, loss or damage arising from the ownership, possession or use by **You** or on **Your** behalf
  - 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
  - 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

## 10 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

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

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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

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

## 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.

- 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

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## 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.



## CONTENTS INSURANCE

### 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.

#### Consequential Loss

Consequential or indirect loss (this is any damage or additional expense, which happens as a result of, or is a 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.

## 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.

#### On behalf of the Insurer

Andy Watson – CEO, Ageas UK  
Ageas Insurance Limited

## 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. 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. <sup>7</sup> 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 Voidance

This Policy will be voidable in the event of misrepresentation misdescription or non-disclosure in any material fact.

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this Policy shall be forfeited.

#### 9 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 a written Assured Shorthold Tenancy agreement (or the equivalent in Scotland or Northern Ireland) between **You** and the **Tenant** with a minimum initial period of at least three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

## 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

- a liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including **Consequential Loss** and damage) directly or indirectly caused by resulting from or in connection with
  - i any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - ii any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**
- b loss damage or destruction or any **Consequential Loss** resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:
  - i that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland relating to compulsory insurance of liability to employees
  - ii stated in the **SPECIAL PROVISION - TERRORISM**

For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or

government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

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

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

#### SPECIAL PROVISION – TERRORISM

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

- a this Policy is issued in the name of an individual or individuals
- b the original Insured is not a trustee or a body of trustees that holds the **Insured Property** under a trust
- c **Your** main occupation/trade is not that of a **Property Owner**
- d the proportion of commercial occupation in the **Insured Property** does not exceed twenty per cent
- e in respect of loss damage or destruction to Buildings Contents and subsequent Loss of Rent and Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed £500,000 or the **Sum Insured** whichever is the lesser
- f **We** will not be liable for loss damage or destruction arising directly or indirectly from:
  - i the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
  - ii the use or threat of use or explosion of any nuclear device or radioactive substance
- g this Special Provision does not apply to the Legal Liability as Employer Extension or to **Your** Legal Liability as Owner

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

#### 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

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems or any similar device:
- b media or systems used in connection with any of the foregoing whether the property of the **Insured** or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation the failure or inability to recognise, capture, save or retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
  - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
  - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- a to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- b to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

## 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

Any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This exclusion shall not apply in respect of such removal or disposal provided that:

- a such activity does not form part of **Your** usual **Business** or contract and
- b the discovery of asbestos by **You** is unintentional and accidental and
- c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and an HSE licensed asbestos removal contractor is employed if legally required:
  - i to make safe the area in which the discovery is made as soon as is practicable
  - ii who has Employers Liability and Public Liability insurances in force:
    - that provide Limits of Indemnity no less than those stated in the Policy Schedule and
    - that do not exclude the work to be carried out

We will pay:

- 1 Up to the **Sum Insured** under this section for loss of or damage to the **Contents** caused by:
  - a Fire 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, 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

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** which 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

We will pay:

- 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 or Alternative Accommodation**  
Up to 30% in total of the **Sum Insured on Your Contents** for:
  - a
    - i loss of rent as a result of **Your Residence** being made uninhabitable following loss of or damage to **Your Contents** from any cause insured by this Policy or
    - ii the necessary cost for alternative accommodation for **Tenants** incurred by **You** as a result of the **Contents** being made unusable following loss or damage from any cause insured by this Policy
  - b the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Residence** solely as a consequence of the loss or damage
- 5 **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:

- 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
- 5
  - 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



We will not pay for:

- 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:

6 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 **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

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.

7 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**

We will not pay for:

6 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

7 • 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

We will pay:

- 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:

- 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

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## 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

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

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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

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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.







## Contact Us

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Insurance, Quote and Renewals Enquires:



0800 035 8258

Buildings and Contents claim line:



0330 333 7230

Or visit us online:



[www.homelet.co.uk](http://www.homelet.co.uk)



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