

Landlords Buildings & Contents Insurance Policy



Let Insurance
SERVICES

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Introduction

Thank you for choosing Allianz.

This Let Property insurance policy is underwritten by Allianz Insurance Plc and administered by Let Insurance Services Limited who act on **our** behalf. Let Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 474985 and **you** can check on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Your Let Property insurance policy is made up of several parts which must be read together as they form **your** contract.

The basis of this contract is the information which **you** have supplied and/or the statement of facts including the declaration which **you** have checked to **your** satisfaction.

Please take time to read all parts of the policy to make sure they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything **you** do not understand, please let **your** insurance broker know.

The parts of the policy are:

- this Introduction; the General Exclusions and General Conditions, all of which apply to all sections of the policy
- the sections of cover selected by **you**, including the Meaning of Words, the Exclusions and Conditions which apply to the section
- the **Schedule**, which includes all endorsements applied to the policy while the policy is in force.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

Allianz will indemnify **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **Allianz** of the premium for the Period of Insurance.

Signed on behalf of **Allianz**.

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance
Chief Executive

Please examine this policy and if it is incorrect return it as soon as reasonably possible to **your** insurance broker who will arrange for it to be amended.

How your cover works

We will insure you within the conditions of your policy for those sections named in the Schedule for any insured event which takes place during the period of insurance.

Your policy ends at midnight on the last day of each period of insurance.

Changes to your circumstances

Please tell Let Insurance Services Ltd as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance.

Please refer to General Condition 13 on page 23 of this policy.

If your circumstances change and you do not tell us, you may find that you are not covered if you need to claim.

How to Make a claim

- 1 Check your schedule and policy which give details of what is covered and what is not covered.
- 2 Follow the General Conditions on page 22 of this policy.
- 3 Please ring our Household Claims Centre on 0845 0731114 at your first opportunity to notify your claim.
- 4 You can make any reasonable temporary repairs as soon as possible on a without prejudice basis but keep the bills as these may form part of your claim. It would be helpful if you take photos of the damage. We must have the chance to inspect the damage before you carry out permanent repairs.
- 5 If someone is holding you responsible for damage to their property or for injury to them, please tell us at your first opportunity and give us full written details. You must send us any claim form, summons or other legal document, as soon as reasonably possible and unanswered. Do not admit liability.
- 6 Any permanent repairs made by our approved suppliers are guaranteed.

If you have any questions please contact your insurance broker.

Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Renewing Your Policy

If you pay your premium by instalment when your policy is due for renewal we will renew it for you automatically. This saves you the worry of remembering to contact us prior to the renewal date. We will write to you before the policy expires with full details of your next year's premium and any changes to policy conditions.

If you do not want to renew this policy please let us know. Should we decide that we will not renew your policy we will notify you in writing prior to the renewal date.

The automatic renewal process only applies if the premium is paid by the Allianz Premium Instalment Plan.

Adequate home insurance cover is essential in protecting your property and the contents inside it against many unexpected events such as flood, subsidence, theft or storm. Individual insurers will form their own view on what is an acceptable risk to them and this may affect your ability to obtain cover with another insurer. Please make sure that you have arranged adequate alternative insurance before allowing this policy to lapse.

What to do if you are not satisfied

We will make every effort to give you an excellent service. However, if our service falls below the standard you expect, and you wish to make a complaint, please follow the procedure on page 24 of this policy.

Protecting your property and its contents

We offer the following hints on precautions worth taking.

Fire Prevention

Check **your** electrical equipment regularly. Make sure that **you** use the correct fuses and do not overload the circuits.

Ask for the help of a qualified electrician if **you** are in doubt. **You** should also be aware of the Electrical Equipment Regulations that apply to landlords.

If **your** tenants leave the property for more than 24 hours, they should be advised to switch off the electricity at the mains or unplug all appliances. (The refrigerator, freezer or heating systems however, may need to be left in use).

Flood

- 1 Gather essential items together either upstairs or in a high place.
- 2 Fill jugs and saucepans with clean water.
- 3 Move **your** family and pets upstairs, or to a high place with a means of escape.
- 4 Turn off gas, electricity and water supplies when floodwater is about to enter **your home** if safe to do so.
- 5 DO NOT touch sources of electricity when standing in floodwater.
- 6 Keep listening to local radio for updates or call Floodline 0845 988 1188.
- 7 Floodwater can rise quickly, stay calm and reassure those around **you**. Call 999 if **you** are in danger.
- 8 Avoid walking or driving through floodwater.
- 9 Keep children and vulnerable people away from floodwater.
- 10 Wash **your** hands thoroughly if **you** touch floodwater.

Water Damage

Lag exposed water pipes and tanks in the roof area.

Turn off the water and drain the system if the property is left without heat in winter – for instance when **your property(ies)** are vacant between lets.

If pipes freeze despite taking precautions they should be thawed out slowly using hot water bottles. Never use a blowlamp.

Security

- 1 **You** should advise **your tenant(s)** never to leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside **your** property.
- 2 When **your tenant(s)** are upstairs they should avoid leaving doors and windows open downstairs.
- 3 If the **tenant(s)** go out in the evening they should be encouraged to leave a light on in a living room or bedroom. Leaving an outside or landing light on is not usually sufficient - the property must look lived in.
- 4 Ladders or tools should not be left lying around as these will encourage rather than deter an opportunist thief.
- 5 **You** should advise **your tenants** to close and lock all garages, sheds and other outbuildings.
- 6 **You** should keep a record of **your** possessions, for example the serial numbers of televisions and other electronic equipment that **you** leave in the property for the tenant(s)' use. Use a security marker which writes in invisible ink or a proprietary product such as Smart Water to mark **your** postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location – not in the property.
- 7 Keep receipts and take photographs of valuable or unusual items. Photographs are an enormous help to the Police for identifying stolen property and returning it to the rightful owner.

Safes

Safes offer an additional level of protection for **your** valuables against thieves. A safe should be carefully chosen taking into consideration the value of the items intended to be locked within, where it is to be located within **your** property and any future purchases of valuables that **you** may make. Safes are normally awarded a 'cash rating' which indicates the maximum level of cash that should be held within. The cash rating will be based on the safe's ability to withstand fire and attack. For most safes, the awarded cash rating can be multiplied by ten in order to find the equivalent valuables limit e.g. Cash rating £1,000 = Valuables rating £10,000. A safe supplier will be able to advise **you** on the type of safe that is best for **your** needs.

Further information on protecting **your home** can be found on the following Home Office websites:
www.crimereduction.homeoffice.gov.uk/cpghs.pdf
and www.homeoffice.gov.uk/secureyourhome

24-hour Emergency Service and Legal Helplines

Emergency helpline

Unfortunately, emergencies can happen when **you** least expect them. But with **our** emergency helpline service, help is only a phone call away, 24 hours a day, 365 days a year.

The service

Just consider some domestic emergencies which may arise - **we** can provide immediate help in circumstances such as:

- plumbing or drainage problems likely to cause flooding;
 - failure of **your** gas or electricity supply;
 - damage to **your** roof where damage to the inside of **your** property is likely;
 - damage to **your** property making it insecure or unsafe;
- or
- leaking water or oil from **your** central heating system.

What to do

When an emergency happens, ring **us** as soon as reasonably possible on **0845 0731114**.

You should tell the emergency services about major emergencies which may result in serious damage or injury to people. **You** must always report gas leaks to the gas authority.

What we will do

We will tell a qualified repairer to call at the first opportunity to carry out repairs. The qualified repairer will contact **you** to confirm what the call-out charge and hourly labour costs are. **You** will have to pay the total cost.

However, **we** constantly monitor the service making sure charges are kept as low as possible.

The nature of the emergency may well be covered by **your** policy, so **you** may be able to claim for the costs.

Legal Helpline

Your policy includes access to a Legal Helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter or matters related to the letting of **your** property(ies), but not in connection with any disputes that **you** may have with **your** property Managing Agent. The advice **you** receive will always be according to the laws of Great Britain and Northern Ireland. **We** may record the calls to protect **you**.

Legal Helpline: 0870 2414140

When **you** call Lawphone quote the policy reference which is shown under the Home Legal Protection section on **your** schedule. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

Glass Replacement

(This service is only available if you have already taken out building cover.)

Broken glass is dangerous and in some circumstances can be a major security risk. **Allianz** has negotiated a special arrangement for **you** with one of Britain's leading glass replacement specialists, Solaglas.

Solaglas will bill **us** direct – pay nothing except the policy excess.

The service is available 24 hours a day, all year round, telephone **FREE 0800 474747**.

Buildings

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in bold.

Accidental damage

Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

Allianz, We, our, us

Allianz Insurance plc.

Buildings

The structure of **your** property(ies), built of standard construction and the following if they form part of **your** property(ies) and belong to **you** or are **your** responsibility:

- Domestic outbuildings.
- Garages that form part of **your** property(ies).
- Landlord's fixtures and fittings in or on the **buildings** (including television and radio receiving aerials, satellite dishes and related fittings).
- Fixed coverings to walls, ceilings and floors including laminated wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, but not carpets or rugs
- Telephone, internet, gas, water and electric instruments, meters, piping, cabling and the like and their accessories including such property underground at the **property(ies)** and extending to the public mains (but not building materials)
- Fuel tanks and their ancillary equipment, pipework and the like
- Swimming pools, hot tubs.
- Tennis hard courts.
- Terraces, drives and footpaths.
- Boundary and garden walls, gates, fences and hedges.
- Laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used.

Your property(ies)

The **buildings** at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us**.

Injury

Bodily injury, death, disease, illness or shock.

Standard Construction

The **buildings** of **your** property(ies) built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 Square metres)

Schedule

A printed document showing the sections of the policy **you** have chosen, the sums insured and any endorsements that apply to **your** policy.

Storm

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

Managing Agent

A firm appointed by and acting on behalf of **you** in respect of **your** property(ies) which are detailed in the **Schedule**.

Tenancy Agreement

A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy **your** property(ies) and to **you** to receive rent for letting **your** property(ies) being :

- i an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland or the Isle of Man, and any amending legislation; or
- ii an agreement with a Limited Company or where the annual income exceeds £25,000.

Tenancy Deposit

The sum paid by the tenant or on behalf of the tenant to **you** or **your** Agent under the **Tenancy Agreement** as security against the performance of the tenant's obligations under the **Tenancy Agreement**, the discharge of any liabilities, and any damage to the property and /or non payment of rent during the Tenancy.

Tenancy Deposit Scheme

A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

Tenant(s)

The person(s) named in the **Tenancy Agreement** who occupies **your property(ies)** and /or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

Water table

The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers of soil (unsaturated soil).

You, Your

The person(s), companies or firms named in the **schedule** as the Insured.

Unfurnished

Not having enough furniture to live in permanently.

Unoccupied

Not having been lived in for more than 90 days, unless otherwise stated, in a row..

We have used some specific terms in the policy wording and the following are explanations to help **you** understand them. These explanations are for information and do not form part of the policy wording.

Aggravated damages

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

Liquidated damages

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

Punitive or exemplary damages

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

Multiplying compensatory damages

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

What is covered	What is not covered
<p>Your policy covers loss of or damage to your buildings caused by the following events.</p> <p>Events</p>	<p>The total of the compulsory and voluntary excess figures (as shown in your policy schedule) for each insured event other than events 16a and 16b.</p> <p>Loss, damage, injury or liability shown in the general exclusions.</p>
<p>1 a Fire, lightning, explosion, earthquake; and b Smoke.</p>	<p>Anything which happens gradually.</p>
<p>2 Aircraft and other flying devices or articles dropped from them.</p>	
<p>3 The buildings being hit by: a vehicles and articles dropped from them; b animals; or c falling trees or branches.</p>	<p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>
<p>4 Theft or attempted theft.</p>	<p>Loss or damage caused by your tenant(s) unless you have selected the optional additional benefit provided under insured event 17</p> <p>Loss or damage caused after the property has been left unfurnished or unoccupied.</p>
<p>5 Malicious damage.</p>	<p>Loss or damage caused by your tenant(s) unless you have selected the optional additional benefit provided under insured event 17</p> <p>Loss or damage caused after the property has been left unfurnished or unoccupied.</p>
<p>6 a Water leaking from water tanks, apparatus or pipes or fixed heating installations. b Freezing water in water tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after the property has been left unfurnished or unoccupied for a period of more than 30 days, unless;</p> <ol style="list-style-type: none"> the water is turned off at the mains and the system drained except where required to be maintained for central heating; and Premises are inspected at least once during each 14 days by you or your managing agent <p>If the central heating system is left in operation it should be set for a minimum continual temperature of 10 degrees centigrade.</p> <p>The first £250 of each claim</p> <p>Loss or damage caused by the failure or lack of appropriate sealant and/or grout.</p> <p>Loss or damage caused by subsidence, heave or landslip that results from water leaking.</p>
<p>7 Storm or flood.</p>	<p>Loss or damage caused when the storm conditions are not met. Loss or damage caused by frost. Loss or damage to fences, gates or hedges. Loss or damage to cellars and basements due to a rise in the water table. Anything which happens gradually.</p>
<p>8 Riot, civil commotion, strikes or labour disturbances.</p>	
<p>9 a Oil leaking from a domestic heating installation at your property. b Television, satellite and radio receiving aerials, aerial fittings and masts breaking or collapsing.</p>	

What is covered	What is not covered
<p>10 Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences unless your property, its domestic outbuildings or garages are damaged by the same cause at the same time. The first £1,000 of each claim. Landslip caused by the coast being worn away. Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the buildings are damaged by the same cause at the same time. Damage caused by new structures bedding down or newly made-up ground settling.</p>
<p>11 Mains services We will pay the costs which you are responsible for, to repair accidental damage to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the buildings to the public supply; and septic tanks.</p>	<p>Damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials De-lamination (separation of layers) of pitch fibre pipes.</p>
<p>12 Glass and sanitary fittings Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings which you are responsible for.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Any other costs that are allowable deductions from the tenancy deposit under the terms of the Tenancy Agreement.</p>
<p>13 Emergency Entry Loss or damage to your home caused by the attendance of a member of the emergency services due to an emergency involving your tenants</p>	<p>Any amount over £1,000</p>
<p>14 Trace and Access If the buildings are damaged by events 6a or 9a of this section, we will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.</p>	<p>Any amount over £5,000 Any amount over £25,000 in total in any one period of insurance.</p>
<p>15 Alternative Accommodation and Loss of Rent If the buildings cannot be lived in because of an insured event we will pay you, but only for the time needed to repair the buildings:</p> <ul style="list-style-type: none"> a Loss of rent you have to pay, including up to two years ground rent; or b If your property is let to a tenant(s) at the time of the damage: <ul style="list-style-type: none"> i Loss of rent you receive up to the monthly rental amount stated in the Tenancy Agreement; and ii Reasonable expenses you incur with our consent in re-letting your property once the buildings have been repaired, solely as a consequence of the damage; or c If you are living in the property at the time of the damage: <ul style="list-style-type: none"> i Reasonable other expenses you have to pay for other accommodation; ii The cost of temporarily storing your furniture; and iii Reasonable expenses you have to pay for suitable accommodation for your domestic pets. 	<p>Any amount over 20% of the sum insured by this section.</p>

What is covered	What is not covered
<p>16a Liability because you are owner of the home</p> <p>We will pay all amounts you legally have to pay as:</p> <ul style="list-style-type: none"> • compensation and claimant’s costs and expenses; and • legal costs and expenses you pay with our written permission <p>in connection with defending any claim; arising from accidental:</p> <ul style="list-style-type: none"> i injury to any person, including the tenant(s) who occupy your property(ies). ii loss of or damage to property, including property which belongs to your tenant(s). <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p> <p>16b Defective Premises</p> <p>We will pay any amounts you are liable for under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975; arising from accidental:</p> <ul style="list-style-type: none"> i injury to any person, including the tenant(s) who occupy your property(ies). ii loss or damage to property happening during the period of insurance. <p>If the Buildings section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the buildings insured under this section before such cancellation or expiry.</p> <p>16c Employer’s liability</p> <p>We will pay all amounts for which you are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with your property(ies).</p> <p>The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, Northern Ireland the Isle of Man and the Channel Islands; but you shall repay to us all sums we have paid which we would not have been liable to pay but for the provisions of such law.</p> <p>General Exclusion 2 of this policy will not apply to this event.</p>	<p>Any amount over £2,000,000 under events 16a and 16b of this section for all compensation and claimant’s costs and expenses for any one claim or series of claims arising out of any one event.</p> <p>Liability you have under any agreement unless you would have the same liability if the agreement did not exist. This does not apply to event 16c.</p> <p>Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under event 16c.</p> <p>Liability for loss of or damage to any property belonging to you or in your charge or control. This does not apply to event 16c.</p> <p>Liability for loss or damage caused by or arising out of:</p> <ul style="list-style-type: none"> a any passenger lift which you are responsible for maintaining. b you owning any land or buildings other than your property(ies) that are insured under this policy. <p>Liability which is insured by or would be insured by any other policy if this section did not exist.</p> <p>Liability arising directly or indirectly out of your job, business (other than as the owner(s) of the property(ies), insured under this policy), trade or profession. This does not apply to event 16c.</p> <p>Liability if you are injured.</p> <p>Liability for fines, penalties or Liquidated damages or aggravated, Punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p> <p>Exclusions shown under events 16a and 16b.</p> <p>Any amount over £10,000,000 for all compensation and claimants’ costs and expenses for any one claim or series of claims arising out of any one event.</p> <p>Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which you need insurance under the Road Traffic Act.</p>

What is covered	What is not covered
<p>(your schedule will show cover as Theft and Damage by Tenants if this event is insured by your policy).</p> <p>17 Theft, Malicious Damage, Loss or Intentional Damage by your tenant(s) or their visitors or the children of your tenant(s) or their visitors.</p>	<p>Any claim if there is not a written Tenancy Agreement in place which states:</p> <ul style="list-style-type: none"> i the tenancy period; ii the amount of rent payable and frequency of payments; and iii the amount of tenancy deposit required to be paid by the tenant(s). <p>The first £250 of each claim increasing to the first £750 of each claim where:</p> <ul style="list-style-type: none"> i a tenancy deposit has not been collected; or ii the tenancy deposit is not held in accordance with The Housing Act 2004 or any equivalent or superceding legislation. <p>The cost of any cleaning or re-decorating where no actual structural damage has occurred to the property.</p> <p>Any other costs that are allowable deductions from the tenancy deposit under the terms of the Tenancy Agreement.</p> <p>Damage by any domestic pets.</p> <p>Theft or attempted theft claims where the loss or damage is not reported to the police as soon as you or your managing agent first becomes aware of it.</p>
<p>(Your schedule will show cover as Accidental Damage if this event is insured by your policy).</p> <p>18 Accidental Damage; including accidental damage by your tenant(s) and/or their visitors, or the children of your tenant(s) or their visitors.</p>	<p>The exclusions that apply to events 1 to 10 also apply to event 18</p> <p>Damage caused by normal settlement, wear and tear.</p> <p>Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, cleaning, dyeing, repair or renovation.</p> <p>Damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.</p> <p>Damage which happens gradually or loss of value.</p> <p>Damage caused by frost.</p> <p>Damage caused by any domestic pets.</p>

What is covered	What is not covered
	<p>For accidental damage by tenant(s) and/or their visitors, or the children of the tenant(s) or their visitors, any claim:</p> <ul style="list-style-type: none"> a where there is not a written Tenancy Agreement in place which states: <ul style="list-style-type: none"> i the tenancy period; ii the amount of rent payable and frequency of payments; and iii the amount of tenancy deposit required to be paid by the tenant(s). b The first £250 of each event, increasing to the first £750 of each event where: <ul style="list-style-type: none"> i a tenancy deposit has not been collected; or ii the tenancy deposit is not held in accordance with The Housing Act 2004 or any equivalent or super-ceding legislation. c The cost of any cleaning or re-decorating where no actual structural damage has occurred to the property. d Any other costs that are allowable deductions from the tenancy deposit under the terms of the Tenancy Agreement.

How we settle claims

(See also General Exclusions and General Conditions.)

The amount **we** will pay for loss of or damage to the **buildings** will be the cost of the following.

- a Repairing or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long as:
 - the sum insured will cover the full rebuilding cost; and
 - the repair or replacement is carried out as soon as reasonably possible.

If the sum insured will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

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

- b Demolishing, removing debris, shoring up or propping up parts of the **buildings**.
- c Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.

We will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society.

We will not pay any fees for preparing a claim.

- d Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the **buildings**.

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

We reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to **us**.

Any permanent repairs made by **our** approved suppliers are guaranteed.

Selling your property(ies)

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

Matching sets and suites

We will treat an individual item of a matching set of articles or suite of furniture as a single item.

We will pay **you** for damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

Sum insured

The sum insured chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses and fees mentioned in **How we settle claims** points b, c and d.

We will not pay more than the sum insured for loss or damage to the **buildings** by any of the events 1 to 12, 17 and 18.

Index linking

We will change the sum insured each month by the percentage change in the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or some other suitable index **we** decide upon).

We will not charge extra premiums on any index linking adjustments during the period of insurance. **We** will work out the renewal premium on the sum insured which applies on the first day of the renewal month.

If **you** claim for loss or damage, **we** will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year. **You** must take all reasonable steps to have the repair or replacement carried out straight away.

Theft, Loss, Malicious, Intentional Damage and Accidental Damage by Tenants

The amount **we** will pay will be calculated by deducting the excess, and any **tenancy** deposit money remaining after allowing for cleaning and any other expenses **you** are entitled to deduct under the terms of the **Tenancy Agreement** from the **tenancy** deposit; or, if **your** property is in England and Wales, any amount of deposit that is returned to **you** following liaison with the administrator of the **Tenancy Deposit** Scheme used or, in the event of a dispute, following the decision of the appointed adjudicator

Contents

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in bold.

Accidental damage

Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

Allianz, We, our, us

Allianz Insurance plc.

Contents

Contents of common areas; Limited contents; or General Contents. The Contents option(s) that apply to **your** policy are shown on **your schedule**. Contents are goods which **you** own or are responsible for at **your property(ies)** and have provided for the tenant(s') use being:

a Contents of common areas

Fitted carpets, furnishings and other contents in communal parts of the **buildings** including portable communal property in the open grounds of and used in connection with the **buildings**; or

b Limited Contents

Curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, light fixtures and fittings and domestic appliances; or

c General Contents

Contents in common areas and all other Household goods furniture and furnishings which **you** own or are responsible for at **your property(ies)** including:

- Curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, other loose floor coverings, light fixtures and fittings, domestic appliances, furniture, prints, paintings, framed photographs and other wall hangings, sound and vision equipment including CCTV (but not portable video cameras, cameras and other photographic equipment and not portable music systems or games systems), household linen, bedding, kitchen and dining equipment including items that are thinly covered with gold or silver, outdoor garden furniture and gardening equipment

- Fixtures and fittings other than landlord's fixtures and fittings and interior decorations belonging to **you** where **you** are not responsible for insuring the building
- Television, satellite and radio receiving aerials, aerial fittings and masts and CCTV equipment fixed to **your property(ies)**
- Gas, electric and water meters
- Telephones.

General Contents do not include:

- Contents insured under any other policy
- Any of **your** personal possessions left in the property; unless notified to and agreed by **us**
- Money
- Securities (financial certificates such as shares and bonds) certificates and documents of any kind
- Mechanically propelled or assisted vehicles or their parts and accessories, but not including gardening machinery
- Caravans and trailers or their parts and accessories
- Aircraft, hovercraft and watercraft (which includes sailboards, windsurfers and models) or their parts and accessories
- Laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used
- Animals
- Any part of the structure of **your** property, central heating system, ceiling, wallpaper or similar
- Contents used at any time for business, professional or trade purposes, except for office equipment.

Dangerous animal

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

Injury

Bodily injury, death, disease, illness or shock.

Money

Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, traveller's cheques, gift vouchers, (subject to proof of purchase or ownership) premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which you own or are responsible for social and domestic purposes.

Schedule

A printed document showing the sections of the policy **you** have chosen, the sums insured and any endorsements that apply to **your** policy.

Storm

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

Unfurnished

Not having enough furniture to live in permanently.

Unoccupied

Not having been lived in for more than 90 days, unless otherwise stated, in a row.

Managing Agent

A firm appointed by and acting on behalf of **you** in respect of **your property(ies)** which are detailed in the **Schedule**.

Tenancy Agreement

A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the Property and to **you** to receive rent for letting **your property(ies)** being :

- an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, Northern Ireland or the Isle of Man, and any amending legislation; or
- an agreement with a Limited Company or where the annual rental income exceeds £25,000.

Tenancy Deposit

The sum paid by the **tenant(s)** or on behalf of the **tenant(s)** to **you** or **your** managing agent under the **Tenancy Agreement** as security against the performance of the **tenant(s)**' obligations under the **Tenancy Agreement**, the discharge of any liabilities, any damage to **your property(ies)** and/or non payment of rent during the Tenancy.

Tenancy Deposit Scheme

A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

Tenant(s)

The person(s) named in the **Tenancy Agreement** who occupies **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent

including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

Water table

The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers of soil (unsaturated soil).

Your property(ies)

The **buildings** at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone call and computer work unless notified to and separately agreed by **us**, and the land, domestic garages and outbuildings at the same addresses.

You, your

The person(s), companies or firms named in the **schedule** as the Insured.

Standard Construction

The **buildings** of **your** home built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres)

We have used some specific terms in the policy wording and the following are explanations to help **you** understand them. These explanations are for information and do not form part of the policy wording.

Liquidated damages

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

Punitive or exemplary damages

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

Aggravated damages

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

Multiplying compensatory damages

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

What is covered	What is not covered
<p>Your Policy covers loss of or damage to your Contents caused by the following events.</p> <p>Events</p>	<p>The total of the compulsory and voluntary excess figures (as shown in your policy schedule) for each insured event other than events 18a and 18b.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p>
<p>1 a Fire, lightning, explosion, earthquake; and b smoke.</p>	<p>Anything which happens gradually.</p>
<p>2 Aircraft and other flying objects or articles dropped from them.</p>	
<p>3 The contents being hit by: a vehicles; b animals; or c falling trees or branches.</p>	<p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>
<p>4 Theft or attempted theft.</p>	<p>Any theft or attempted theft by your tenant(s) unless you have selected the optional additional benefit provided under insured event 16.</p> <p>Any theft or attempted theft which does not involve force or violence to get into or out of your property.</p> <p>Any amount over 15% of the sum insured or £5,000 whichever is the greater under this section for loss or damage to the contents caused by theft or attempted from outbuildings(other than garages) forming part of your property(ies).</p> <p>Loss or damage caused after your property has been left unfurnished or unoccupied.</p>
<p>5 Malicious damage</p>	<p>Loss or damage caused by you.</p> <p>Loss or damage caused after your property has been left unfurnished or unoccupied.</p> <p>Loss or damage caused by your tenant(s) unless you have selected the optional additional benefit provided under insured event 16.</p>
<p>6 Water escaping from water tanks, apparatus or pipes or fixed heating installations</p>	<p>Loss or damage caused after the property has been left unfurnished or unoccupied for a period of more than 30 days, unless;</p> <ol style="list-style-type: none"> 1 the water is turned off at the mains and the system drained except where required to be maintained for central heating; and 2 Premises are inspected at least once during each 14 days by you or your managing agent <p>If the central heating system is left in operation it should be set for a minimum continual temperature of 10 degrees centigrade.</p> <p>Loss of metered water.</p> <p>The first £250 of each claim.</p> <p>Loss or damage caused by the failure or lack of appropriate sealant and/or grout.</p>

What is covered	What is not covered
<p>7 Storm or flood.</p>	<p>Loss or damage caused when the storm conditions are not met. Loss or damage caused by frost. Loss or damage in cellars and basements due to a rise in the water table. Anything which happens gradually.</p>
<p>8 Riot, civil commotion, strikes or labour disturbances.</p>	
<p>9 a Oil leaking from any fixed heating installation at your home. b Television, satellite and radio receiving aerials, aerial fittings and masts breaking or collapsing.</p>	<p>Loss of oil. Damage caused to the installation.</p>
<p>10 Subsidence or heave of the site on which your home stands, or landslip.</p>	<p>Landslip caused by the coast being worn away. Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time. Damage caused by new structures bedding down or newly made-up ground settling.</p>
<p>11 Contents in the open. We will pay for loss or damage to Contents by any of the events 1 to 10 insured by this section if you leave them in the open within the grounds of your property.</p>	<p>Contents in or on motor vehicles or motor cycles. Any amount over £500 except for portable hot tubs. Loss or damage caused after your property has been left unfurnished or unoccupied. Money and valuables.</p>
<p>12 Loss of oil and metered water. We will pay for loss of oil or metered water due to your domestic water or fixed heating installations being damaged.</p>	<p>Any amount over £1,000.</p>
<p>13 Loss or theft of keys We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within your property if the keys are stolen or accidentally lost.</p>	<p>Loss by theft of keys that tenant(s) do not return to you at the end of the tenancy Any amount over £500</p>
<p>14 Accidental breakage of mirrors or glass. We will pay for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs while in your property.</p>	<p>Any amount over £750. Loss or damage caused after your property has been left unfurnished or unoccupied.</p>
<p>15 Alternative Accommodation and Loss of Rent. If your Contents at the property are damaged and the Buildings cannot be lived in because of an insured event we will pay you for the time needed to repair the Buildings back to a fit state to live in:</p> <p>a If your property is let to tenants at the time of the damage:</p> <p>i Loss of rent you receive up to the monthly rental amount stated in the Tenancy Agreement; and</p>	<p>Any amount under this section if we agree to pay for Alternative Accommodation and loss of rent under the Buildings Section of this policy for the same event. Any amount over 20% of the sum insured by this section or £5,000 whichever is the greater.</p>

What is covered	What is not covered
<ul style="list-style-type: none"> ii Reasonable expenses you incur with our consent in re-letting your property once the buildings have been repaired, solely as a consequence of the damage; or b If you are living in the property at the time of the damage: <ul style="list-style-type: none"> i Reasonable other expenses you have to pay for other accommodation; ii The cost of temporarily storing your furniture; and iii Reasonable expenses you have to pay for suitable accommodation for your domestic pets. 	
<p>(your Schedule will show cover as Theft and Damage by Tenants if this event is insured by your policy).</p> <p>16 Theft, Malicious Damage, Loss or intentional damage by your tenant(s) or their visitors or the children of your tenant(s) or their visitors.</p>	<p>Any claim if there is not a written Tenancy Agreement in place which states:</p> <ul style="list-style-type: none"> i the tenancy period; ii the amount of rent payable and frequency of payments; and iii the amount of tenancy deposit required to be paid by the tenant(s). <p>The first £250 of each claim increasing to the first £750 of each claim or the amount shown on your Schedule, whichever is greater where:</p> <ul style="list-style-type: none"> i a tenancy deposit has not been collected; or ii the tenancy deposit is not held in accordance with The Housing Act 2004 or any equivalent or superceding legislation. <p>The cost of any cleaning or re-decorating where no actual structural damage has occurred to the property.</p> <p>Any other costs that are allowable deductions from the tenancy deposit under the terms of the Tenancy Agreement.</p> <p>Damage by any domestic animals.</p> <p>Theft or attempted theft claims where the loss or damage is not reported to the police as soon as you or your Managing Agent first becomes aware of it.</p>
<p>(Your Schedule will show cover as Accidental damage if this event is insured by your policy).</p> <p>17 Accidental damage; including accidental damage by your tenant(s) and/or their visitors, or the children of your tenant(s) or their visitors.</p>	<p>The exclusions that apply to events 1 to 10 also apply to event 17.</p> <p>Damage to contents not within your property(ies).</p> <p>Damage caused by normal settlement, wear and tear.</p> <p>Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, cleaning, dyeing, repair or renovation.</p> <p>Damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.</p>

What is covered	What is not covered
	<p>Damage which happens gradually or loss of value.</p> <p>Damage caused by frost.</p> <p>Damage caused by overwinding and damage to the inside of clocks.</p> <p>Damage caused by any domestic pets.</p> <p>For accidental damage by tenant(s) and/or their visitors, or the children of the tenant(s) or their visitors, any claim:</p> <ul style="list-style-type: none"> a where there is not a written tenancy agreement in place which states: <ul style="list-style-type: none"> i the tenancy period; ii the amount of rent payable and frequency of payments; and iii the amount of tenancy deposit required to be paid by the tenant(s). b The first £250 of each event but increasing to the first £750 of each event or the amount shown on your Schedule, whichever is greater, where <ul style="list-style-type: none"> i a tenancy deposit has not been collected; or ii the tenancy deposit is not held in accordance with The Housing Act 2004 or any equivalent or super-ceding legislation. c The cost of any cleaning or re-decorating where no actual structural damage has occurred to the property d Any other costs that are allowable deductions from the tenancy deposit under the terms of the Tenancy Agreement.
<p>18a Liability because you are owner of your property(ies).</p> <p>We will pay all amounts you legally have to pay in respect of:</p> <ul style="list-style-type: none"> a compensation and claimants' costs and expenses; and b legal costs and expenses you pay with our written permission in connection with defending any claim arising from accidental: <ul style="list-style-type: none"> i injury to any person, including the tenant(s) who occupy your property(ies) ii loss of or material damage to property, including property which belongs to your tenant(s). <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p>	<ol style="list-style-type: none"> 1 Any amount over £2,000,000 under events 18a of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one event. 2 Liability you have under any agreement unless you would have the same liability if the agreement did not exist. 3 Liability which is insured by or would be insured by any other policy if this section did not exist. 4 Liability arising directly or indirectly out of your job, business, trade or profession other than as owner of your property(ies) insured under this policy. 5 Liability in any country in which you own property. 6 Liability if you are injured. 7 Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.

What is covered	What is not covered
	<p>8 Liability for loss of or damage to any property belonging to you or in your charge or control.</p> <p>9 Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under event 18b.</p> <p>10 Liability for loss, damage or injury caused by or arising out of the following:</p> <ul style="list-style-type: none"> a you owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a pedestrian-controlled or ride-on garden tool which is not licensed for road use and for which you do not need a certificate of insurance). This also applies for a trailer attached to the vehicle b you owning, possessing, or using a dangerous animal or a specially-controlled dog. c any passenger lift which you are responsible for maintaining d Contents which you own that are contained in or on any land or in any building, other than the buildings of your property(ies) that are insured under this policy.
<p>18b Employer’s liability</p> <p>We will pay all amounts for which you are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with your property(ies).</p> <p>The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, Northern Ireland the Isle of Man and the Channel Islands; but you shall repay to us all sums we have paid which we would not have been liable to pay but for the provisions of such law.</p> <p>General Exclusion 2 of this policy will not apply to this event.</p>	<p>Exclusions shown under event 18a except exclusions 1 to 4. Any amount over £10,000,000 for all compensation and claimant’s costs and expenses for any one claim or series of claims arising out of any one event.</p> <p>Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which you need insurance under the Road Traffic Act</p>

How we settle claims

(See also General Exclusions and General Conditions.)

1 Items other than household linen and carpets:

- a** **We** will pay to replace items which are totally lost or destroyed. The replacement item will be based on the specification of the original item. **We** will not take off any amount for wear and tear or loss of value as long as:
 - i** the sum insured is enough to replace the Contents; and

- i** the replacement is carried out straight away.

If **you** do not replace the Contents which are totally lost or destroyed straight away or if the sum insured is not enough to pay for replacement of the Contents, the amount **we** will pay will be the market value of the totally lost or destroyed items.

- b** **We** will pay to repair damaged items.

2 Household linen

- a We will pay to replace items which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value
- b We will pay to repair damaged items.

3 Carpets

For carpets that are less than 1 year old:

- a We will pay to replace carpets which are totally destroyed.

We will not take off any amount for wear and tear or loss of value as long as:

- i the sum insured is enough to replace the Contents; and
- ii the replacement is carried out straight away.

- b We will pay to repair damaged carpets.

For carpets that are over 1 year old:

- a We will pay to replace carpets which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value.
- b We will at our option repair or replace damaged carpets. We will pay the reasonable cost of repair or replacement to a condition no better than their condition at the time the loss or damage occurred.

4 We will pay to remove debris.

5 We reserve the right to take ownership of an item or items once we have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to us.

6 We will at your request consider making claims payments to your Managing Agent or other third parties who will then account to you as necessary. However, before doing so, we will ask you to provide us with full details of the third party together with the reason for your request.

Evidence of Value

We may require you to provide evidence of value if you need to claim for loss or damage to certain items insured under this section. Where such evidence is required this will be stated on your schedule.

Matching sets and suites

We will treat an individual item of a matching set of articles or suite of furniture as a single item.

We will pay you for damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if you damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

Sum insured

The sum insured you choose must be equal to the full value of the Contents insured. We will not pay more than the sum insured for loss or damage to the Contents by any of the events 1 to 10, 16 and 17.

Index linking

We will change the sum insured each month in accordance with the Consumer Price Index (or some other suitable index we decide upon). We will not charge extra premiums on any index linking adjustments during the period of insurance. We will work out the renewal premium on the new sum insured, which applies on the first day of the renewal month.

Theft, Loss, Malicious, Intentional Damage and Accidental Damage by Tenants

The amount we will pay will be calculated by deducting the excess, and any tenancy deposit money remaining after allowing for cleaning and any other expenses you are entitled to deduct under the terms of the Tenancy Agreement from the tenancy deposit; or, if your property is in England and Wales, any amount of deposit that is returned to you following liaison with the administrator of the Tenancy Deposit Scheme used or, in the event of a dispute, following the decision of the appointed adjudicator.

General Exclusions

Applying to All Sections of this Policy

These apply to the whole policy

The policy does not cover the following.

1 Geographical limits

Damage, injury or liability arising out of any event outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, unless **we** say differently.

2 War

Damage, liability, death, **injury**, disability or any loss caused directly or indirectly by war, revolution or any similar event.

3 Radioactive contamination

Damage to any property, any legal liability or any loss directly or indirectly caused by:

- a ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

4 Sonic bangs (not applicable to liability claims)

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

5 Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a pollution or contamination which results from damage by a cause which is insured by this policy;

or

- b damage by a cause which is insured by this policy which results from pollution or contamination.

6 Market value

Any loss of market value after an item is repaired or replaced.

7 Date recognition

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time, to correctly

recognise, accept, respond to, retrieve, retain or process any data representing a date or part of a date. Electronic equipment includes:

- a any computer equipment, system or software;
- b any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

8 Terrorism

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

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

9 Theft

Loss or damage:

- a resulting from theft or attempted theft by **you**.
- b suffered as a result of being deceived into knowingly parting with **your** property.

10 Pre-existing damage

Loss, damage, injury or liability as a result of an event which happened before the cover under this policy started.

11 Gradual damage

Loss or damage caused by anything that happens gradually.

12 Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your** property.

13 Wilful acts

Loss or damage caused by **your** wilful act.

General Conditions

The following conditions apply to the whole policy.

1 Premium

You must pay the premium or any agreed instalment when **we** ask.

2 Reasonable precautions

You must keep any property **you** insure in a good state of repair and take all reasonable steps to prevent accidents, **injury**, loss and damage.

3 Claims

If **you** need to make a claim, **you** must do the following.

- Tell **us** as soon as possible about the event and give **us** any information **we** may need.
- Tell the police about any damage caused by theft or attempted theft or malicious damage.
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**.
- Carry out and allow **us** to take any action **we** need to prevent more damage.
- Tell **us** as soon as reasonably possible about any prosecution, inquest or enquiry connected with any injury or damage.
- Not pay or offer or agree to pay any money or admit responsibility without **our** permission.
- Allow **us**, in **your** name, to take over and control all negotiations and proceedings which may arise for any claim.
- Allow **us** to take any necessary action to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.

We will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **you** must repay **us**.

4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any plans, documents, books and information **we** ask for. **We** do not have to repair or replace the property as it was. The most **we** will pay for any one item is the sum insured.

5 Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

6 Reflection period

You may cancel this Policy within 14 days of the date **you** receive it. **You** can do this by contacting **us** at the address shown at the back of this policy or by contacting the broker through whom **you** arranged this insurance. If **you** chose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance.

We will only charge a pro-rata premium plus £15 to cover **our** operational costs which is subject to Minimum amount payable of £25 plus Insurance Premium Tax at the prevailing rate, except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium may be payable to **us**.

If **you** choose to cancel this policy any additional optional extras will also be cancelled.

7 Cancellation (outside the Reflection Period)

We can cancel this policy by giving seven days' notice in writing. **You** may cancel this policy by giving **us** notice in writing. If **you** cancel the policy outside the reflection period **we** will provide a pro-rata refund based on the annual premium payable less a £10 charge, as long as **you** have not claimed during the current period of insurance.

Where an incident has occurred which may give rise to a claim the full annual premium may be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference.

8 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the Policy and all cover will cease. In such circumstances, **we** retain the right to keep the premium paid.

9 Arbitration

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

10 Automatic reinstatement

If **you** make a claim, **we** will not automatically reduce the sums insured by this policy, as long as:

- a the amounts to be reinstated during any one period of insurance are not more than the amount of the sum insured;
- b **you** take any reasonable measures **we** suggest to prevent further damage; and
- c **you** pay the appropriate extra premium.

11 Rights of Parties

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

12 Automatic renewal

If **you** pay **your** premium by instalment, when **your** policy is due for renewal **we** will renew it for **you** automatically. This saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy please let **us** know. Should **we** decide that **we** will not renew **your** policy **we** will notify **you** in writing prior to the renewal date. The automatic renewal process only applies if premium is paid by the **Allianz** Premium Instalment Plan.

13 Changing your details

You must tell Let Insurance Services Limited as soon as reasonably possible about any changes that may affect **your** policy cover. Here are some of the changes **you** should tell Let Insurance Services Limited about:

- **You** changing **your** insured address
- **You** changing **your** occupation
- Changes in the use of the insured address
- Changes in the occupancy of the insured address
- **You** being convicted of a criminal offence (other than motoring offences)
- Adding items to, or taking items off **your** insurance
- Alterations affecting the construction of the insured address
- Alterations affecting the number of bedrooms at the insured address

This is not a complete list and **you** should contact **your** insurance broker if **you** are unsure whether a change of circumstances may affect **your** Policy.

When **you** tell Let Insurance Services Limited of a change of details **we** will reassess the premium and terms of **your** Policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. To reduce costs **we** will not make small refunds or charge small additional premiums for the period from the date of the change to the renewal date of **your** policy. In some circumstances **we** may not be able to continue **your** Policy following the changes. Where this happens **you** will be told and the Policy will be cancelled in line with the provisions of General Condition 7.

14 Law Applying to the Contract

Unless **we** agree otherwise:

- a the language of the Policy and all communications relating to it will be English; and
- b English law will apply to this contract of insurance.

15 Alterations and Additions

To the extent that they are not otherwise insured and where the total number of properties insured under this policy will not exceed 20, Buildings and Contents items include

- a alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Buildings
- b any newly acquired or newly erected Buildings within Great Britain, the Isle of Man or the Channel Islands, for no more than 10% of the Sum Insured for each item covered, or £250,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that **you** shall give details of such alterations and additions to **us** within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

16 Non-Invalidation

This Section shall not be invalidated by

- a any act or omission or by any alteration unknown to or beyond the control of **you** by which the risk of Damage is increased, provided that **you** shall give notice to **us** (and pay an additional premium if required) as soon as reasonably possible when **you** become aware of such act, omission or alteration
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

17 Intention to Insure Inadvertent Omissions

You, having notified **us** of **your** intention to insure all Buildings in which **you** have an interest, and it being **your** belief that all such Buildings are covered by this Section, **we** agree that if subsequently any such Buildings are discovered to be inadvertently omitted from the cover by this Section and to be uninsured, **we** will deem them to be covered by this Section for the amount of their structural value, provided that;

- a all such Buildings are within Great Britain, the Isle of Man or the Channel Islands

- b **you** shall pay the appropriate additional premium in respect of such Buildings from inception of the current Period of Insurance or from the date of commencement of **your** interest whichever is the later
- c **we** will not pay for more than £250,000 in respect of any one such Building.
- d the total number of properties insured by this policy will not exceed 20

18 Notice of Unoccupied property(ies)

You must notify **us** as soon as reasonably possible of any of **your** property(ies) that becomes unoccupied for a period longer than 90 days, or if there is no intention to re-let after 90 days, or if major building works, other than as defined in Condition 16 - Non Invalidation, are being undertaken.

19 Average

If at the time of damage the Sum Insured for any property is less than the value of the property covered by such Sum insured, the amount payable by the insurer will be proportionately reduced.

Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service.

Should **you** wish to make a complaint, then it should be directed to the one of the following:

- 1 For complaints about any aspect of the Let Insurance Services service to:

Let Insurance Services Ltd
PO Box 654
Banbury OX15 0RX
Tel: 0844 4780202

- 2 If you have a complaint about the Buildings and Contents insurance please contact our Customer Satisfaction Manager:

Allianz Insurance plc
2530 The Quadrant
Aztec West
Bristol
BS32 4AW

Tel: 0800 072 4760

Fax: 01483 529717

Email: personallines.complaints@allianz.com

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

All policies are sold and administered by Let Insurance Services Ltd

Let Insurance Services Ltd is registered in England no 06413754.

Registered office Blackingrove Farm, Barford St Michael, Banbury, OX15 0RX.

Let Insurance Services Ltd is authorised and regulated by the Financial Services Authority. FSA firm reference number 474985

All policies are underwritten by Allianz Insurance plc.

Allianz Insurance plc is registered in England no 84638. Registered Office. 57 Ladymead, Guildford, Surrey, GU1 1DB

Allianz Insurance plc is authorised and regulated by the Financial Services Authority. FSA firm reference number 121849

Details of authorisation can be checked on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.