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# Let Property Insurance Policy

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## Introduction

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This policy has been arranged by Schofields Underwriting Agencies on behalf of Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Lloyd's insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

**You** should read the whole document carefully. It is arranged in different sections and it is important that:

- **you** are clear which sections **you** have requested cover for and want to be included;
- **you** understand what each section does and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your insurance intermediary**, Schofields Underwriting Agencies, as soon as possible if this document is not correct or if **you** would like to ask any questions.

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

This insurance relates **ONLY** to those sections of the certificate which are shown in the **schedule** as being included.

The written authority (which number is shown in the **schedule**) allows **your insurance intermediary** to sign and issue this certificate on behalf of Underwriters whose syndicate numbers are given in the authority.

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## The contract of insurance

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### Information you have given us

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

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the cancellation terms as detailed within this policy document.

**We** or **your insurance intermediary**, Schofields Underwriting Agencies, will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- intend to cancel this insurance.

### Notifying us of any changes or inaccuracies

**You** must notify **your insurance intermediary**, Schofields Underwriting Agencies:

- without delay if **you** become aware that information **you** have given **us** is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;
- at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the **buildings**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or planned structural works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the cancellation terms as detailed within this document.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

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## The contract of insurance (continued)

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### The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

### Law applicable to the Insurance

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, this contract will be governed by the laws of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.

### Financial Services Compensation Scheme

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

### Data Protection Act 1998

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties.

### Who is my Insurer?

This insurance is underwritten by Certain Underwriters at Lloyd's, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

You or your representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

### Several Liability Notice

The subscribing Insurers' obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

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## Definitions

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Wherever the following words appear in this insurance, they will have the meanings shown below.

<b>Accidental damage</b>	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
<b>Bodily injury</b>	Physical injury including accidental death, disease or illness.
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>let property</b> and its decorations;</li><li>• fixtures and fittings attached to the <b>let property</b>;</li><li>• domestic outbuildings, garages, domestic fixed fuel oil tanks, fixed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences</li></ul> <p><b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b>.</p>
<b>Contents</b>	<p>Household furniture and goods, carpets, curtains and domestic appliances, within the <b>let property</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>Contents</b> also includes radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>let property</b>.</p> <p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"><li>• motor vehicles including motor bikes, quad bikes or sit-on lawn mowers, caravans, trailers or watercraft and their accessories;</li><li>• any living creature;</li><li>• any part of the <b>buildings</b>;</li><li>• any property insured under any other insurance;</li><li>• cash, currency, bank notes, negotiable documents or coins, stamps, deeds, registered bonds and other personal documents, jewellery, furs, gold or silver articles, works of art or <b>valuables</b>;</li><li>• mobile phones, tablets or laptop computers;</li><li>• property of <b>tenants</b>;</li><li>• property not permanently kept at the <b>premises</b>;</li><li>• growing plants/gardens, trees and items of a similar nature.</li></ul>
<b>Cost of alternative accommodation</b>	The cost incurred in providing alternative accommodation for the <b>tenant(s)</b> in the property at the time loss or damage occurs.
<b>Endorsement(s)</b>	A change in the terms and conditions of this insurance.
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Let property</b>	The <b>let property</b> of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium, or until cancelled.
<b>Premises</b>	The address which is named in the <b>schedule</b> .

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## Definitions (continued)

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<b>Sanitaryware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> within ten years of construction.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> that is not a result of settlement.
<b>Tenant(s)</b>	A person or people paying rent to <b>you</b> under a tenancy agreement for at least six months.
<b>Unoccupied</b>	Where the <b>premises</b> have been left without <b>tenants</b> for more than thirty days in a row.
<b>Valuables</b>	Jewellery, watches, gold, silver and plated articles, precious metals, gemstones, furs, pictures and other works of art, stamp, coin and medal collections., radios and home computers.
<b>We/us/our</b>	The insurer named in the <b>schedule</b> which is made up of the Lloyd's underwriters who have insured <b>you</b> under this contract.
<b>You/your</b>	The person or persons named in the <b>schedule</b> as the insured, or the directors or partners of the business named in the <b>schedule</b> .
<b>Your insurance intermediary</b>	Schofields Underwriting Agencies, the insurance intermediary who placed this insurance on <b>your</b> behalf.

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## General conditions applicable to the whole of this insurance

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Each **premises** included under this insurance is considered to be covered as if separately insured.

These are the conditions of the insurance **you** and will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

### 1. Your duties

**You** must keep **your let property** in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **bodily injury** or legal proceedings. If legal proceedings are under way, **you** must tell **us** without delay and take all reasonable steps to reduce the costs of these proceedings.

**You** must make sure that all forms of protection provided for the security of the **let property**, including all locks and alarm systems, are kept in good working order and can be put into full and effective use whenever **you** or the occupants leave the **premises** unattended.

### 2. Notice of change in circumstance

**You** must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. **We** will tell **you** if such change affects **your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

**You** must tell **us** about the following if **you**:

- plan to carry out building works at the **premises**;
- change how the **let property** is used;
- are convicted or have a prosecution pending for any offence (other than motoring);
- leave the **premises** permanently **unoccupied**;
- change **your** address.

### 3. Cancellation clause

#### 14 day cooling-off period

**You** may cancel the insurance by sending **your insurance intermediary**, Schofields Underwriting Agencies, Trinity House, 7 Institute Street, Bolton, BL1 1PZ, e-mail: [holidayhomes@schofields.ltd.uk](mailto:holidayhomes@schofields.ltd.uk), written notice within fourteen (14) days of it starting or (if later) within fourteen days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

#### Cancellation after the 14 day cooling-off period

**You** may cancel this insurance after the first fourteen (14) days by giving **your insurance intermediary** notice in writing (contact details as above). **We** will refund the part of **your** premium which applies to the remaining **period of insurance**. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge of £25.00 applied by **your insurance intermediary**, to cover the administrative cost of providing the insurance. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **you** pay **your** premium by instalments and **you** wish to cancel this insurance, cover will be cancelled from the date of the cancellation request. Where a claim has been notified during the current **period of insurance**, **you** must continue with the instalment payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

**We** may cancel the insurance by sending **you** thirty (30) days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, providing **you** have not made a claim. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium. **We** will only do this for a valid reason (examples of valid reasons are as follows):



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## General conditions applicable to the whole of this insurance

(continued)

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### 3. Cancellation clause (continued)

- Where **we** have been unable to collect a premium payment. In this case, **we** will contact **you** in writing requesting payment within fourteen (14) days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** seven (7) days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place.
- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
- Where **we** reasonably suspect fraud; or
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

Notice will be considered to be duly received in the course of post if sent by pre-paid letter properly addressed.

### 4. Regulations and conditions for rented accommodation

- **You** must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens as a result, **we** will not be able to pay **your** claim unless **you** can prove that **your** breach in no way could have increased the risk of the loss or damage.
- **You** or an authorised person must inspect the inside and outside the **premises** at least once every three months. The inspections must be recorded in a written log that can be submitted to **us** upon request.
  - The bedroom(s) must not be used for cooking food, other than for making tea and coffee.
  - The bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters.
  - All rubbish stored in the **let property** must be removed each week.

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## General exclusions applicable to the whole of this insurance

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### 1. Nuclear and Radioactive contamination exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

### 2. War exclusion

We will not pay for any loss or damage or liability caused by, happening through or as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

### 3. Electronic data exclusion clause

We will not pay for:

1. loss or damage to any property, or any loss or expenses; or
2. legal liability of any nature

caused by or contributed to by or arising from;

- computer viruses, erasure or corruption of electronic data; or
- the failure of any equipment to correctly recognise the time or date or change of time or date.

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of any nature.

### 4. Sonic bangs

This insurance does not cover loss, destruction or damage, a result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 5. Existing and/ or deliberate loss or damage

We will not pay for loss or damage:

- occurring before or arising from an event before the beginning of the **period of insurance**; or
- caused deliberately by **you** or **your** domestic staff employed under a contract of service.

### 6. Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

### 7. Loss of value

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

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## General exclusions applicable to the whole of this insurance

(continued)

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### 8. Wear and tear or anything that happens gradually

We will not pay for damage caused by wear and tear or anything that happens gradually (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

### 9. Criminal activities

We will not pay for loss or damage resulting from criminal activities being carried out at the **premises**.

### 10. Biological or chemical contamination

We will not pay for:

1. loss or damage to any property, or any loss or expenses;
2. legal liability of any nature;
3. death or injury to any person;

caused by or in any way connected with or contributed to by or arising from Biological or Chemical contamination due to or arising from;

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

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

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

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

### 11. Pollution or Contamination

We will not pay for:

1. loss or destruction of or damage to any property, or any loss or expenses; or
2. legal liability of any nature, or death or injury to any person

caused by or contributed to by or arising from pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

### 12. Sanctions

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

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## How to make a claim

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### If you need to make a claim:

- Check this certificate of insurance and **your schedule** to see if **you** are covered.
- Give notice to the Police without delay in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact Adjusting Associates as soon as reasonably possible, quoting **your** policy number, where **your** claim will be registered and **you** will be told what to do next, contact details:

Adjusting Associates LLP  
Telephone: 01443 229513  
Facsimile: 01443 229995  
Email: [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com)

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:

Adjusting Associates LLP  
Unit 2, Sovereign Court  
Sterling Drive  
Llantrisant  
Rhondda Cynon Taff  
CF72 8YX

Adjusting Associates LLP handle claims on behalf of **your** insurers.

Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

Alternatively, if **you** prefer, please contact **your insurance intermediary**.

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# Claims conditions applicable to the whole of this insurance

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## Your duties

In the event of a claim or possible claim under this insurance:

- To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property. To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property. **We** will only ask for information relevant to **your** claim.
- Tell the Police as soon as possible if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number
- **You** must without delay forward to Adjusting Associates, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- **You** must take all reasonable care to limit any loss, damage or injury.
- **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
- **You** must not abandon any property to **us** without **our** written consent.

If **you** fail to comply with any of the above duties, this insurance may become invalid.

## How we deal with your claim

### 1. Defence of claims

**We** may:

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

### 2. Fraudulent claims

2.1 If **you** make a fraudulent claim under this insurance contract, **we**:

- a) Are not liable to pay the claim; and
- b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

2.2 If **we** exercise **our** right under clause 2.1(c) above:

- a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

### 3. Other insurance

There will be no liability under this insurance in respect of any claim where **you** are entitled to indemnity under any other insurance EXCEPT in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected and subject to being limited to the sums insured on the policy.

## Section one: Buildings

The **buildings** are covered against loss or damage directly caused by:

What is covered	What is NOT covered
1. Fire, lightning, explosion.	The first £50 of every claim.
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of every claim.
3. Storm, flood or weight of snow.	a) Loss or damage caused by <b>subsidence, landslip or heave</b> other than what is covered under Insured event 9 of this section. b) Loss or damage to domestic outbuildings and garages of which are not of <b>standard construction</b> , domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences. c) The first £50 of every claim, increased to £250 in respect of claims arising from weight of snow.
4. Escape of water from fixed water tanks, apparatus or pipes.	a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) Loss or damage to domestic outbuildings and garages which are not of <b>standard construction</b> . c) Loss or damage caused by <b>subsidence, heave or landslip</b> (other than what is covered under Insured event 9 of this section), faulty workmanship, chemicals or a chemical reaction, or the escape of water from guttering, rainwater downpipes, roof valleys and gullies. d) Loss or damage: - to fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas; - to the installation itself; or - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. e) The first £250 of every claim.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation.	a) Loss or damage caused by faulty workmanship. b) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . c) The first £50 of every claim.
6. Theft or attempted theft.	a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) Caused by <b>you, your</b> domestic staff or <b>your tenant(s)</b> . c) The first £50 of every claim.
7. Collision by any vehicle or animal.	The first £50 of every claim.

## Section one: Buildings (continued)

What is covered	What is NOT covered
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	a) Loss or damage while the <b>buildings</b> are <b>unoccupied</b> . b) Any amount over £5,000 caused by <b>your tenant(s)</b> . c) The first £50 of every claim.
9. <b>Subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b> .	a) Loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event. b) Loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event. c) Loss or damage arising from faulty design, specification, workmanship or materials. d) Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law. e) Loss or damage caused by coastal or river erosion. f) Loss or damage caused by normal <b>settlement</b> and / or any general deterioration of the <b>buildings</b> . g) Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions. h) The first £1,000 of every claim.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	a) Loss or damage to radio and television aerials, satellite dishes, their fittings and masts. b) The first £50 of every claim.
11. Falling trees, telegraph poles or lamp-posts.	a) Loss or damage caused by trees being cut down or cut back within the <b>premises</b> . b) The first £50 of every claim.
12. Earthquake.	a) Loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences. b) The first £50 of every claim.

## Section one: Buildings (continued)

### Extra benefits included with buildings:

What is covered	What is NOT covered
<p>A. The cost of repairing accidental breakage to:</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames);</li> <li>• solar panels;</li> <li>• <b>sanitaryware</b>;</li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<p>a) Damage whilst the <b>buildings</b> are <b>unoccupied</b>.</p> <p>b) The first £50 of every claim.</p>
<p>B. The cost of repairing <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>• domestic fuel oil pipes;</li> <li>• underground water supply pipes;</li> <li>• underground sewers, drains and septic tanks;</li> <li>• underground gas pipes;</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for.</p>	<p>a) The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.</p> <p>b) Damage caused by <b>subsidence</b> or <b>heave</b> of the land, or <b>landslip</b>.</p> <p>c) Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.</p> <p>d) Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material or by gradual deterioration.</p> <p>e) Damage whilst the <b>buildings</b> are <b>unoccupied</b>.</p> <p>f) The first £50 of every claim.</p>
<p>C. Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for:</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees;</li> <li>• the cost of removing debris and making safe the <b>buildings</b>;</li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under this section.</p>	<p>a) Any expenses incurred for preparing a claim or an estimate of loss or damage.</p> <p>b) Any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage.</p>
<p>D. <b>We</b> will pay the cost (incurred with <b>our</b> permission) of finding the source of any escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors or ceilings.</p>	<p>a) More than £1,000 in any <b>period of insurance</b>.</p> <p>b) Damage whilst the <b>buildings</b> are <b>unoccupied</b>.</p>
<p>E. Expenses <b>you</b> have to pay in respect of Fire Brigade charges for which <b>you</b> are liable to pay following attendance by the Fire Brigade at the <b>premises</b> shown in the <b>schedule</b>, following loss or damage to the <b>buildings</b> which is covered under this section.</p>	<p>a) More than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Section one: Buildings and Section two: Contents, <b>we</b> will not pay more than £750 in total.</p> <p>b) Damage whilst the <b>buildings</b> are <b>unoccupied</b>.</p>
<p>F. Increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under Insured event 4 of this section.</p>	<p>a) More than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Section one: Buildings and Section two: Contents, <b>we</b> will not pay more than £750 in total.</p> <p>b) Damage whilst the <b>buildings</b> are <b>unoccupied</b>.</p>



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## Section one: Buildings (continued)

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### Basis of claims settlement

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed or make a payment in respect of the damaged parts if:

- the sum insured is enough to rebuild **your buildings**;
- the repair or rebuilding is carried out as soon as possible after we give **our** approval (other than emergency repairs, which should be carried out without delay); and
- **your buildings** are in a good state of repair.

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

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

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

If we have discounted the premium for this section because **you** have not made any claims, we may reduce or remove the discount if **you** make a claim.

### Sum insured

The most we will pay under Section one: Buildings is the sum insured for **buildings** shown on the **schedule** and adjusted in line with index linking. This includes the extra expenses and fees listed under Additional Cover C in Section one: Buildings.

### Under-insurance

If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then we will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, we will only pay one half of the cost of repair or replacement.

In respect of each **premises** separately insured, **our** liability for any loss or damage will not exceed the respective sum insured specified in the **schedule**.

## Section two: Contents

The **contents** are covered against loss or damage directly caused by:

What is covered	What is NOT covered
1. Fire, lightning, explosion.	The first £50 of every claim.
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of every claim.
3. Storm, flood or weight of snow.	a) Loss or damage caused by <b>subsidence, landslip or heave</b> , other than what is covered under Insured event 9 of this section. b) The <b>contents</b> of domestic outbuildings and garages of non- <b>standard construction</b> . c) The first £50 of every claim, increased to £250 in respect of claims arising from weight of snow.
4. Escape of water from fixed water tanks, apparatus or pipes.	a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) Frost damage to water tanks, apparatus or pipes. c) Loss or damage caused by faulty workmanship, chemicals or a chemical reaction, or the escape of water from guttering, rainwater downpipes, roof valleys and gullies. d) Loss or damage: - to free-standing hot tubs, jacuzzis or spas; - to the installation itself; or - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. e) The first £250 of every claim.
5. Escape of oil from a domestic fixed fuel oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation.	a) Loss or damage caused by faulty workmanship, chemicals or a chemical reaction. b) Loss or damage when the <b>buildings</b> are <b>unoccupied</b> . c) The first £50 of every claim.
6. Theft or attempted theft.	a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) Loss or damage unless loss or damage follows a violent and forcible entry. c) Loss or damage caused by <b>you, your</b> domestic staff or <b>your tenant(s)</b> . d) More than £500 in any <b>period of insurance</b> from detached domestic outbuildings or garages. e) The first £50 of every claim.
7. Collision by any vehicle or animal.	The first £50 of every claim.

## Section two: Contents (continued)

What is covered	What is NOT covered
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) Any amount over £5,000 caused by <b>your tenant(s)</b> . c) The first £50 of every claim.
9. <b>Subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b> .	a) Loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event. b) Loss or damage arising from faulty design, specification, workmanship or materials. c) Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law. d) Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions. e) Loss or damage by coastal or river erosion.
10. Falling trees, telegraph poles or lamp-posts.	a) Loss or damage caused by trees being cut down or cut back within the <b>premises</b> . b) The first £50 of every claim.
11. Earthquake.	The first £50 of every claim.

### Extra benefits included with contents

This section also includes:

What is covered	What is NOT covered
Accidental breakage of: <ul style="list-style-type: none"> <li>• glass tops and fixed glass in furniture;</li> <li>• ceramic glass in cooker hobs; and</li> <li>• mirrors.</li> </ul>	a) Damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) The first £50 of every claim.

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## Section two: Contents (continued)

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### **Basis of claims settlement**

We will decide whether to pay the cost of repairing an item or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair, except for household linen where **we** will take off an amount for wear and tear. Alternatively, at **our** option, **we** will pay the cost at which **we** can replace the item through **our** network of suppliers. If **we** can repair or replace an item but agree to make a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace the item using **our** own suppliers.

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

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

### **Limit of insurance**

**Your contents** must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

### **Under-insurance**

If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

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## Section three: Accidents to domestic staff

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What is covered	What is NOT covered
<p><b>We will pay for your legal liability for amounts you become legally liable to pay, including costs and expenses incurred by you which we have agreed in writing, to pay compensation for accidental <b>bodily injury</b> to domestic staff employed by you under a contract of service at the <b>premises</b> during the <b>period of insurance</b>.</b></p>	<p>a) <b>Bodily injury</b> arising from or in any way connected with:</p> <ul style="list-style-type: none"><li>- the use of any vehicle outside the <b>premises</b>;</li><li>- any vehicle used for racing, pacemaking or speed testing;</li><li>- any communicable disease or condition.</li></ul> <p>b) <b>Bodily injury</b> whilst in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b>.</p> <p>c) <b>Bodily injury</b> to independent contractors, their employees and members of <b>your</b> family or household.</p> <p>d) <b>Bodily injury</b> arising from any wilful or malicious act.</p>

### Limit of insurance

The limit of liability in respect of all claims under this section WILL NOT EXCEED £5,000,000 ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by **you** which **we** have agreed in writing.

## Section four: Legal liability to the public

What is covered	What is NOT covered
<p>We will pay for <b>your</b> legal liability as owner or occupier up to the amounts insured stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b>;</li> <li>• damage to property</li> </ul> <p>caused by an accident happening in and around the <b>premises</b> during the <b>period of insurance</b>.</p>	<p>We will not pay for <b>your</b> legal liability arising:</p> <ol style="list-style-type: none"> <li>a) for <b>bodily injury</b> to <b>you</b>, any other permanent member of <b>your</b> family or <b>your</b> domestic staff;</li> <li>b) other than as owner or occupier of the <b>premises</b>;</li> <li>c) from any agreement or contract unless <b>you</b> would have been legally liable anyway;</li> <li>d) from criminal acts;</li> <li>e) as a result of an assault, alleged assault or a deliberate or malicious act;</li> <li>f) from owning or occupying any land or buildings, other than the <b>premises</b>;</li> <li>g) where <b>you</b> are entitled to cover from another source;</li> <li>h) from any profession, trade or business;</li> <li>i) from paragliding or parascending;</li> <li>j) in any way connected with any communicable disease or condition;</li> <li>k) from <b>you, your</b> domestic staff or <b>your tenant(s)</b> owning or using any: <ul style="list-style-type: none"> <li>- power-operated lift</li> <li>- electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use)</li> <li>- aircraft (including drones), hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet skis or watercraft (other than rowing boats or canoes);</li> </ul> </li> <li>l) from <b>you, your</b> domestic staff or <b>your tenant(s)</b> owning or using any: <ul style="list-style-type: none"> <li>- caravans or trailers</li> <li>- animals other than <b>your</b> pets</li> <li>- animals of a dangerous species and livestock as defined in the Animals Act 1971* (other than horses used for private hacking) or</li> <li>- dogs listed under the Dangerous Dogs Act 1991* or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.</li> </ul> </li> </ol>

## Section four: Legal liability to the public (continued)

What is covered	What is NOT covered
	<p><b>We will not pay for <b>your</b> legal liability arising:</b></p> <p>m) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>- reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</li> </ul> <p><b>We will not pay for any liability arising from the following:</b></p> <ul style="list-style-type: none"> <li>• Liquidated damages 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.</li> <li>• Punitive or exemplary damages Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.</li> <li>• Aggravated damages Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.</li> <li>• Multiplying compensatory damages In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.</li> </ul>

**\*Animals Act 1971** - People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**\*Dangerous Dogs Act 1991**- The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

### Limit of insurance

The limit of liability in respect of all claims under this section WILL NOT EXCEED £5,000,000 ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by **you** which **we** have agreed in writing.

## Section five: Loss of rent

What is covered	What is NOT covered
<p>Whilst the <b>premises</b> cannot be lived in, <b>we</b> will pay the rent <b>you</b> would have received from existing <b>tenant(s)</b> if the <b>premises</b> could have been lived in and <b>we</b> will pay the <b>cost of alternative accommodation</b> resulting from:</p> <ul style="list-style-type: none"> <li>a) damage to the <b>premises</b> or <b>contents</b> by any of the insured events covered by Section one: Buildings and Section two: Contents of this insurance;</li> <li>b) access to the insured <b>buildings</b>, or that part of the <b>premises</b> owned and insured by <b>you</b>, being made impossible by virtue of any of the insured events covered by Section one: Buildings and Section two: Contents of this insurance;</li> <li>c) access to the <b>buildings</b> being restricted or denied following a law, order or decree of the Government or of the country in which the <b>premises</b> is situated, which is as a result of natural disaster or outbreak of contagious disease or other threat to health;</li> <li>d) oil or chemical pollution within 10km of the <b>premises</b>.</li> </ul> <p><b>You</b> may only claim this benefit under one section of this document.</p>	<ul style="list-style-type: none"> <li>a) Any amount over 20% of the sum insured for <b>buildings</b> or <b>contents</b> for any one claim.</li> <li>b) Loss of rent/alternative accommodation:               <ul style="list-style-type: none"> <li>- if the <b>premises</b> were <b>unoccupied</b> immediately before the insured event;</li> <li>- arising from <b>your tenant(s)</b> leaving the <b>premises</b> without giving notice to <b>you</b> or <b>your</b> letting agents;</li> <li>- after the <b>premises</b> can be lived in again;</li> <li>- rent which is unpaid at the time of the loss or damage;</li> <li>- costs, fees or charges <b>you</b> have to pay to <b>your</b> letting agents.</li> </ul> </li> </ul>

### Limit of insurance

Any amount over 20% of the sum insured for either **buildings** or **contents**, depending on which section of the policy the claim is made.



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## Section six: Theft of keys

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What is covered	What is NOT covered
Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>let property</b> following theft of <b>your</b> keys.	The first £50 of every claim.

### Limit of insurance

Cost of replacement.

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# Complaints

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**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times, **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions about **your** policy, **you** should in the first instance contact **your insurance intermediary**, Schofields Underwriting Agencies.

If **you** have any questions about a claim, please contact **your** claims handler, Adjusting Associates.

In the event that **you** are dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to either the insurer, Axis Management Agency Limited or the Complaints team at Lloyd's. Contact details are as follows:

Complaints  
Axis Management Agency Limited  
21 Lombard Street  
London  
EC3V 9AH

Tel No: 020 7050 9000  
e-mail: [complaints@axiscapital.com](mailto:complaints@axiscapital.com)

or

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied with the outcome of **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution service.

If **you** live in the United Kingdom or the Isle of Man, the contact information is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel No: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If **you** live in the Channel Islands, the contact information is: Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG. Tel No: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610. Fax No: +44 1534 747629. Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org). Website: [www.ci-fo.org](http://www.ci-fo.org)

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Making a complaint does not affect **your** right to take legal action.