



**Residential
Landlord
Policy Wording**

ARO

Introduction

Thank you for choosing "Aro Landlord".

Aro Landlord is a trading name of Aro Underwriting Group Limited, who are authorised to underwrite and administer your policy on behalf of Allied World Assurance Company (Europe) dac and Liberty Mutual Insurance Europe SE (LMIE).

Allied World Assurance Company (Europe) dac, a private company (company number 361888, EEA/FCA no.: 219772) registered in Ireland with its registered office at 3rd Floor Georges Quay Plaza, Georges Quay, Dublin 2, Ireland and its UK branch office at Floor 19, 20 Fenchurch Street, London EC3M 3BY. Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority.

LMIE trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

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This is your Residential Landlord Property Owners insurance policy.

This policy is a contract between you and us and has been provided to you following the information you gave us when you applied for the insurance and your agreement to pay the premium.

The information may have been provided to us on a statement of fact or a proposal form. If any of the information recorded in the proposal form or statement of fact is incorrect, you may find you have no cover at all. You should keep this policy in a safe place; where possible you may need to refer to it if you have to make a claim.

In return for you having agreed to pay your premium including any tax applicable and subject to the policy terms and conditions, we will insure you under those sections shown in your schedule during the period of insurance.

If more than one property is insured under this policy this contract applies as if each is separately insured.

This policy, your schedule and any endorsements should be read as if they are one document.

Please read them carefully and check that they meet your needs. Any query should be referred to your broker as soon as reasonably practicable.

If you have any questions, please contact your broker

Signed on behalf of The Company



James Bright BSc(Hons)
ACII Managing Director
Aro Underwriting Group Ltd

ARO, ARO Plus and Willow are trading names of ARO Underwriting Group Limited which is an Appointed Representative of HISL Brokers Limited a company authorised and regulated by the Financial Conduct Authority under firm reference number 505452 to carry on insurance distribution activities. ARO Underwriting Group Limited is registered in England and Wales company number 07491066. Registered office at Sackville House, 55 Buckhurst Avenue, Sevenoaks, Kent, TN13 1LZ.

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Definitions

Certain words have specific meanings wherever they appear throughout this policy. They are printed in bold type and will always have the following meaning:

Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

Bodily injury

Death, illness, injury, disease or nervous shock.

Buildings

The property, its permanent fixtures and fittings, patios, terraces, paths, drives, walls, gates, fences, hard tennis courts, sunken swimming pools, cesspits, septic tanks, central heating fuel tanks, meters (but not the contents of the meter), lampposts and railings, all situated at your property.

Contents

Household goods, furniture, furnishings and appliances and other domestic property, as detailed in the **Landlord's property** inventory forming part of the Tenancy Agreement, all belonging to you as Landlord while at the property.

But excluding:

- a) Motor vehicles, caravans, trailers, aircraft, watercraft and their accessories, contact lenses, dentures, hearing aids, animals, mobile telephones, money, documents and bicycles.
- b) Property and tools used for business purposes.
- c) Contents which are insured more specifically under other sections of this insurance.
- d) Contents in an outbuilding more than 5% of the total contents sum insured.
- e) Property belonging to your tenant.

Excess

The excess is the first part of the claim that you have agreed to pay.

The excess for each Section of this policy is specified in the relevant Section, or where no excess is specified in the policy, the amount set out in your schedule. If a claim is made under more than one Section of this policy resulting from the same incident, only one excess will be payable and this will be the largest applicable excess.

Fixtures and fittings

- Built-in furniture of any kind including fitted bathrooms and fitted kitchens.
- Built-in domestic appliances.
- Fixed glass and sanitary ware.
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters.
- Hardwood, Laminate and vinyl flooring, and coverings.

Flood

A large volume of water entering the building caused by a sudden escape of water from outside the building, for example a river, canal, lake or reservoir, or from rain induced runoff.

Ground heave

The ground beneath the building expanding resulting in upwards movement.

Landslip

The downward movement of soil on a slope.

Legal costs

The costs of your legal representation at proceedings in any court arising out of any alleged breach of statutory duty, along with all reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with our consent. However, all of your office expenses, all expenses for your employees and general retainer fees normally paid by you are excluded.

Period of Insurance

The time for which this insurance is in place as shown in your schedule.

Premises

The buildings and the land within the boundary belonging to you.

Property

The private dwelling and its garage(s) and permanent outbuildings all at the address shown in your schedule and used for domestic purposes only.

Schedule

The document which gives the details of the cover you have.

Storm

A period of unusual and/or violent weather usually associated with high winds, rain, hail, thunder, lightning or snow.

- Wind speeds at a minimum rate of 55mph.
- Rainfall at a minimum rate of 25mm per hour.
- Hail of such intensity it damages hard surfaces, for example by breaking glass.
- Snowfall at a minimum rate of 30cm in 24 hours.

Subsidence

The ground beneath the building sinking or contracting resulting in downwards movement, and not caused by the weight of the building itself.

Tenant

The person or people legally occupying the property under a Tenancy Agreement.

The Company

Aro Underwriting Group Limited, who are authorised to underwrite and administer your policy on behalf of us.

United Kingdom

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

Unoccupied

Whenever the whole or any self-contained part of the property is without an adult in authorised residence for more than 60 consecutive days.

Wear and tear

Loss or damage that has occurred naturally or inevitably through aging or normal use.



We, us or our
Allied World Assurance Company (Europe) dac and Liberty Mutual Insurance Europe
SE, as insurers of your policy.

You or your
The person or people shown in your schedule as the policyholder/insured.

Your broker
The insurance broker who arranged this policy on your behalf.

Information

Complaints Procedure

General Insurance Complaint Procedure-

If you feel dissatisfied with the service you have received

Our aim is always to provide you with the highest level of customer service. If you feel that we have failed to maintain this standard, then this document outlines the procedure we will use to deal promptly and fairly with any issue you raise.

Please note that we record and monitor all complaints centrally to make sure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

If you wish to make a complaint, you can do so at any time, free of charge, by referring the matter by e-mail, in writing, by telephone or in person to the company;

E: complaints@aro-underwriting.com

W: www.aro-underwriting.com

Customer Services

Aro Underwriting Group Ltd,

Sackville House,

55, Buckhurst Avenue,

Sevenoaks.

Kent.

TN13 1LZ

T: 01732 783575

What we need to know

Please make sure you are able to quote your policy details, including your policy number.

What we will do

If the company resolve your complaint to your satisfaction within 3 business days after the day of receipt, you will receive a Summary Resolution Communication in writing. This response will include the fact that a complaint was made and is now considered resolved, either by accepting the complaint and offering redress or rejecting the complaint with a full explanation.

If the company are unable to resolve your complaint by the close of 3 business days, we will escalate this to a formal complaint stage. The company will notify you with an acknowledgment letter, outlining timescales and the details of who will be handling your complaint. The company will send you a final response letter within 8 weeks of receipt of the complaint. In some circumstances, if the complaint concerns the insurers of your policy the company will make sure your complaint is passed us in order to respond to you quickly to proceed in accordance with the process as explained above. If that is the case, we will contact you direct and explain when you will hear further from us.

If you wish you can complain directly to us, Allied World Assurance Company (Europe) dac. Please see our contact details as follows:

Complaints Manager
Allied World Assurance Company (Europe) dac
19th Floor, 20 Fenchurch Street
London EC3M 3BY
Phone: 0207 220 0600
Email: AWE.Complaints@awac.com

If after making a complaint you are still not satisfied or the company or us have failed to respond to your complaint(s) within 8 weeks of receipt of your complaint, you may be entitled to refer the dispute to the Financial Ombudsman Service ("FOS") which is a free and impartial service, and may be contacted at:

Exchange Tower
Harbour Exchange
London, E14 9SR
E: complaint.info@financial-ombudsman.org.uk
T: 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).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at; www.financial-ombudsman.org.uk

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

To confirm whether you are eligible to ask the FOS to review your complaint please contact them at <https://www.financial-ombudsman.org.uk/consumer/complaints.htm>

Further information regarding eligibility criteria to submit a complaint to the FOS is available in the following link: <https://sme.financial-ombudsman.org.uk/complain/complaints-can-help>

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS compensates the customers of an insurer or insurance intermediary if it is unable to meet its obligations under a policy due to financial difficulties (for example, if it has been placed in provisional liquidation or administration).

Full details and further information on the scheme are available from the FSCS at www.fscs.org.uk.

Governing law and legal system

This policy shall be governed and construed under the laws of England and shall be exclusively subject to the English courts unless we agree with you otherwise.

Cancellation

You may cancel your insurance at any time. By exercising your right to cancel the policy, you are withdrawing from the policy and the policy is terminated.

Cancellation within 14 days

You have the right to cancel this policy for whatever reason within 14 days of the start of this policy or from when you get your policy documentation (whichever happens later.)

If your insurance is yet to start, you will be entitled to a full refund of any premium you have paid.

If your policy has started and you have not made a claim or there has not been an incident which could give rise to a claim, we will refund the premium for the exact number of days remaining in the current period of insurance. This means we will only charge you for the exact number of days for which you have been covered by this policy (inclusive of Insurance Premium Tax.)

Cancellation after 14 days

If you cancel after 14 days of the start of your policy or from when you get your policy documentation (whichever happens later), provided you have not had a claim accepted under your policy, you will be entitled to a refund. The refund will be the premium for the exact number of days remaining in the current period of insurance minus an administration fee as per the terms specified in the Terms of Business document issued to you by your broker.

If a claim has been accepted under this policy or there has been an incident which could give rise to a claim, no refund of premium will be returned to you.

In order to cancel this policy, please contact your broker.

Privacy Notice

Who we are

We are the Insurer(s) identified in the proposal form and/or contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties in the insurance sector.

We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Group policies

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.



Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information, request a copy of our full privacy notice or for more information please contact us:

<https://awac.com/privacy-policy/>

Email: dataprotection@awac.com

Post: Data Protection Officer, Allied World Assurance Company (Europe) dac, 20 Fenchurch Street, London EC3M 3BY, UK.

Important Conditions

It is important that:

- you check that the sections you have requested are included in your schedule;
- you check that the information you have given us is accurate – see the “Information You Have Given Us”;
- you notify your broker as soon as practicable of any inaccuracies in the information you have given us;
- you comply with the terms, duties and obligations under each section and under the insurance as a whole.

1. Information You have Given Us

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

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

If we and/or the company establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we and/or the company provided you with insurance cover which we would not otherwise have offered.
- Amend the terms of your insurance. We and/or the company may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness.
- 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.

We, the company or your broker will write to you if we and/or the company:

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

If you become aware that information you have given us and/or the company is inaccurate, you must inform your broker as soon as practicable.

2. You must tell us about changes in your circumstances

You must tell us, the company or your broker as soon as reasonably practicable about any material change in your circumstances and/or any change in material facts.

A circumstance or fact is material if it would have influenced our decision whether to agree to provide insurance to you and, if so, on what terms.

3. You must take reasonable care

You must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the property which is covered by this insurance.

4. What you must do if you have an Unoccupied Property

Whenever your property is unoccupied for more than 60 consecutive days you must:

- a) notify your broker as soon as reasonably practicable of such unoccupied building;
- b) ensure all the main services are turned off or disconnected, except electricity where needed to maintain any fire or intruder alarm system in operation;
- c) ensure the water and heating system is drained;
- d) take reasonable steps to secure the premises against unlawful entry;
- e) carry out a thorough inspection of the premises on at least a weekly basis and carry out as soon as reasonably practicable any work necessary to maintain the security of the premises;
- f) remove all refuse and waste materials from the premises following such inspection;
- g) maintain a written record of such inspections; and
- h) notify your broker as soon as the building or any part of the building becomes occupied.

5. You must undertake regular property inspections

You or anyone acting on your behalf, must inspect the property both externally and internally at least every 6 months, to confirm that the property is maintained in a good state of repair.

You must keep accurate records of these inspections and make them available to us and/or the company if requested.

Where your property is unoccupied, **Condition 4 "What you must do if you have an Unoccupied Property" will apply as well as this Condition 5.**

6. You have a duty in relation to maintenance/ safety requirements

As the landlord of a residential property you must provide a reasonable standard of care to your tenant and you are required to comply with all relevant Health and Safety legislation, for example:

- Gas Safety (Installation and Use) Regulations 1998.
- Electrical Equipment (Safety) Regulations 1994.
- Building Act 1984 (in particular Building Regulation (Part P)).
- Furniture and Furnishings (Fire Safety) Regulations 1988.
- Regulatory Reform (Fire Safety) Order 2005.
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

Plus any other equivalent legislation of substantially similar scope in Wales, Scotland and Northern Ireland, for example the Housing (Scotland) Act 2006.

7. Flat Roof Inspection and Maintenance

You must ensure, that all flat roof areas of buildings (where the flat roof area is in excess of 25% of the total roof area) at the premises are inspected at least once every year by a competent roofing contractor and that any necessary remedial work required is carried out as soon as reasonably practicable. Written evidence of such inspections and any remedial work must be retained by you and made available to us upon request.

If you have failed to fulfil this condition, subject to Condition 1 we will not pay any claim for storm damage to the flat roof or for loss or damage caused internally by water leaking through the flat roof.

Claims Conditions

1. What you must do if a claim occurs

When you know you may have to make a claim under this policy you must provide full details of your claim as soon as possible after the event and always within 30 days.

You must immediately tell the Police after becoming aware of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.

If you wish to make a claim please contact:

Davies Managed Systems, 4th Floor, Telecom House, Trinity Street, Hanley, Stoke on Trent, ST1 5NA.

To notify a loss, or a circumstance, claim or an impending prosecution under Sections 2 or 3 email:

newclaim.alliedworld@davies-group.com

All other communications with the Claims Manager should be sent by email to:

post.alliedworld@davies-group.com

or by post or by hand to DMS at the above address.

The Claims Manager will also be available on 0344_856 3285.

Provide your broker with full details of your claim as soon as possible after the event and always within 30 days.

You must take all steps necessary to reduce further loss, damage or injury.

2. How we settle claims under this policy

The most we will cover any one claim is the amount shown in your schedule unless a more specific limit applies.

We will take off the excess from the amount we agree to settle your claim. The excess will apply to each separate incident.

Remember, no policy covers everything. We do not cover certain things such as wear and tear and maintenance. The things which are not covered by your policy are stated:

- In the Important Conditions, the Claims Conditions and General Conditions on pages 13-18.
- In the General Exclusions on pages 19-21.
- Under what we will not cover for each Section and Sub-section on pages 22-30.

It is important to make sure that you understand the conditions and exclusions which apply to your policy because if you do not meet these conditions, it may affect any claim you make.

Section 1: Buildings Settlement

In the event of a valid claim for loss or damage to buildings, we will decide whether to settle a claim by either;

- rebuilding, repairing or replacing; or
- by making a payment for the damaged part of the buildings.

Our basis of settlement will depend on;

- the buildings being in a good state of repair and properly maintained;
- the building sum insured shown in your schedule is enough to allow for the full cost of the rebuilding the buildings in a new condition similar in size, form and style, including the **“Additional professional fees and regulatory costs”** on page 24; and
- the reinstatement or repair is carried out without delay.

Underinsurance – Penalty

Your policy depends on you having the correct sums insured. If at the time of loss or damage the total of your sums insured on buildings specified in your schedule is less than 85% of the reinstatement cost of the buildings covered by this Section 1, we shall bear only that proportion of the loss or damage which the total of your sums insured on buildings bear to the total reinstatement cost. For example, if your sum insured only covers one half of the total of the reinstatement cost of the buildings, we will only pay one half of the cost of repair or replacement and you would have to pay the remaining half of the reinstatement cost.

If your buildings are underinsured at the time of loss or damage, we will only make a payment for the damaged part(s) of the building. Your buildings claim may also be subject to the above paragraph.

If repair or rebuilding is not carried out within a reasonable period of time, we only will pay the amount by which the property has gone down in value as a result of the loss or damage; or the estimated cost of repair, whichever is lower.

The most we will pay for each incident of loss or damage is the buildings sum insured or any other limit shown in your schedule or in this policy.

We will not cover the cost of replacing any undamaged item or part of an item solely because it forms part of a pair, set, suite or one of a number of items of similar nature or design.

We will automatically reinstate the policy limits following payment of a claim, provided that

all replacement or repair work is completed and any recommendations we make to prevent further loss or damage are carried out without delay.

Section 2: Contents Settlement

In the event of a valid claim for loss or damage to contents covered under this policy, we will decide whether to settle a claim by either;

- repairing; or
- replacing.

We may, at our option, pay the cost at which we can replace the item through our network of suppliers.

We will deduct an amount for wear, tear and depreciation:

- for clothing and linen; or
- if at the time of the loss or damage the limit on contents is not enough to replace the contents as new, even after allowing for wear, tear and depreciation for clothing and linen.

Underinsurance - Penalty

Your policy depends on you having the correct sums insured. If at the time of damage the total of the sums insured on contents specified in your schedule is less than 85% of the reinstatement cost of the contents covered by this Section 2, we shall bear only that proportion of the loss or damage which the total of your sums insured on contents bear to the total reinstatement cost. For example, if your sum insured only covers one half of the total of the reinstatement cost of the contents, we will only pay one half of the cost of repair or replacement and you would have to pay the remaining half of the reinstatement cost.

The most we will pay is the contents sum insured or any other limit shown in your schedule or in the policy.

We will not cover the cost of replacing any undamaged item or part of an item solely because it forms part of a pair set, suite or one of a number of items of similar nature or design.

The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations we make to prevent further loss or damage are carried out without delay.

3. If you make a fraudulent claim

If you or anyone acting for you makes a claim under this policy which is fraudulent:

- we will not pay your claim;
- we may recover from you any sums which we have paid to you in respect of your claim; and
- we may, by notice to you, treat this policy as having been terminated with effect from the time of the fraudulent act.

If we treat this policy as having been terminated:

- we may refuse to pay any claims relating to an event occurring after the fraudulent act took place; and

- we may keep all premiums that you have paid to us under this policy.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies and we may share information about you with other organisations including the police.

General Conditions

1. Other insurance

If you claim under this policy for something which is also covered by another insurance policy, we will only pay our share of the claim. You must give us full details of the other insurance policy.

2. Sanctions Limitation and Exclusion Clause

We shall not provide cover nor shall we be liable to pay any claim or provide any benefit referred to in this policy to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

3. Subrogation

Where we are entitled to be subrogated in respect of any loss or liability, any claimant under this Policy shall, at our request and our expense allow to be done anything that may be necessary for the purpose of enforcing any such rights and remedies in order to obtain recovery from other parties, whether before or after any payment made by us.

4. Several Liability

The liability of us under this contract is several and not joint with other insurers party to this policy. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy.

5. Third Parties Clause

You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

6. Third Parties (Rights Against Insurers) Act 2010 Clarification Clause

In the event of your insolvency, a claimant who is not a party to this policy may have the right to apply to the Court to enforce the provisions of this policy under the Third Parties (Rights Against Insurers) Act 2010.

General Exclusions

Exclusions are the events, liabilities or property we do not cover under your policy. The exclusions listed here apply to all parts of your policy. There are additional specific exclusions, within each Section of your policy.

We will not cover you or be liable for:

1. Chemical, Biological or Nuclear Risks

Any loss, damage or legal liability arising directly or indirectly caused by, or contributed to, by, or arising from:

- a) nuclear reaction, nuclear radiation or radioactive contamination;
- b) any biological or chemical contamination.

2. Sonic Booms

Any loss, damage or legal liability arising directly from pressure waves caused by aircraft and other aerial devices.

3. War

Any loss, damage or legal liability arising directly or indirectly caused by, or contributed to, by, or arising from:

- a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power.
- b) Nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority.
- c) Any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

4. Events Before the Policy Started

Loss, damage or legal liability arising out of any accident or incident that happened before this policy started.

5. Deliberate Acts

Loss, damage or legal liability arising from any accident, injury, loss or damage caused deliberately, maliciously, willfully, recklessly or through the criminal act of you, your family or employees.

6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

7. Business Property and Legal Liability

Loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession, other than in your capacity as Landlord. Any legal liability arising directly or indirectly from any business, trade or profession, other than as Landlord.

8. Pollution or Contamination

Any loss, damage or legal liability caused by, or contributed to, by, arising from pollution or contamination.

However, we will cover you for loss or damage directly caused by pollution and contamination which is not excluded under the policy when such pollution and contamination result from an event that is covered under this policy and occurs during the current period of insurance.

9. Cyber

Any loss, damage or legal liability caused deliberately or accidentally by:

- a) the use of or inability to use any application, software, or programme;
- b) any computer virus;
- c) any computer related hoax relating to a) and/or b) above.

10. Electronic Data

Loss of or damage to any electronic data (for example files or images) wherever it is stored.

11. Inventory Shortage

Any loss, damage or legal liability directly or indirectly caused by or consisting of unexplained disappearance of information, unexplained or inventory shortage, misfiling or misplacing of information.

12. Terrorism

Any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion 12, act of terrorism means any act or preparation in respect of action or threat of action designed to influence the existing government of any nation or any political division of such nation or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action
- iv. creates a risk to health or safety of the public or a section of the public;
- v. is designed to interfere with or to disrupt an electronic system;

And/or

any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above. In any action or other legal proceedings where we allege that, by reason of the provisions of this exclusion 12, any loss is not covered under any Section of this policy the burden of proving that such loss is covered shall be upon you.

13. Wear and Tear

Any loss, damage or legal liability caused by or contributed to by, or resulting from wear and tear or anything which happens gradually over time.

14. Mould

Any loss, damage or legal liability caused directly by, consisting of or resulting from mould, mildew, fungus or spores.

However, we will cover you for loss or damage directly due to mould, mildew, fungus or spores when it is the result of an event that is covered under this policy.

If such loss or damage results from an event that is covered under this policy and is not otherwise excluded, you must report the loss or damage caused by the mould, mildew, fungus or spores to us as soon as reasonably practicable and, in any event, no later than six months after the covered event first caused any loss during the period of insurance. We shall not cover you for loss reported after this six month period.

15. Wet or Dry Rot

Any loss, damage or legal liability caused directly by, contributed to by, or resulting from wet or dry rot.

16. Infectious or Contagious Disease

Any loss, damage, liability, cost or expense in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

17. Movable Property

Any loss or damage to movable property in the open, for example fences and gates, caused by wind, rain, hail, sleet, snow, flood, or dust.

18. Excess

The excess detailed in your schedule or as provided for elsewhere in your policy.

Policy Cover

Section 1- Buildings

We will cover you under this Section 1 for;

1. Fire, explosion, lightning, earthquake.

loss or damage to buildings caused by fire, explosion, lightning or earthquake.

2. Smoke

loss or damage to buildings caused by smoke.

3. Riot

loss or damage to buildings caused by riot, civil commotion, strikes, labour or political disturbances.

We will not cover you for loss or damage in Northern Ireland.

4. Malicious Acts

loss or damage to buildings caused by malicious acts.

The most we will pay for malicious acts caused by your tenants or their guests is £2,500 in any one period of insurance less any amount recoverable from any security deposit lodged by the tenant.

5. Storm or flood

loss or damage to buildings caused by storm and/or flood.

We will not cover you for loss or damage:

- Caused by frost.
- To gates, hedges and fences.
- Caused by a rise in the water table or other gradually occurring cause that happens over time.

6. Escape of water or oil

loss or damage to buildings caused by;

- a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;
- b) oil escaping from any fixed domestic heating installation.

We will not cover you for loss or damage caused while the property is unoccupied.

7. Theft

loss or damage to buildings caused by theft or attempted theft, following forcible and violent entry to and/or exit from the property.

We will not cover you for loss or damage caused:

- By people lawfully on the premises; or
- While the property is unoccupied.

8. Impact or Collision

loss or damage to buildings caused by impact or collision from:

- a) Aircraft or other aerial devices or items dropped from them;
- b) vehicles or trains;
- c) animals not owned by you.

We will not cover you for loss or damage caused by pets and livestock either owned by you or your tenant.

9. Falling Objects

loss or damage to buildings caused by:

- a) Falling aerials (including satellite dishes) their fittings and masts;
- b) Falling trees or branches.

We will also pay the cost of removing a) and/or b), if they have caused damage as covered by this Section 1 to the buildings.

10. Subsidence and ground heave

loss or damage to buildings caused by:

- a) Subsidence;
- b) ground heave;
- c) landslip.

We will not cover you for loss or damage caused by or resulting from:

- Coastal or river erosion.
- Faulty design, workmanship or the use of defective materials.
- Demolition, structural changes or repair to the buildings.
- The movement of solid floor slabs *unless* the foundations beneath the external walls of the property are damaged at the same time and by either a), b) or c) above.
- The bedding down of new structures, settlement, shrinkage or expansion.
- The action of chemicals or chemical reaction.

We will not cover you for loss or damage:

- To walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks *unless* the property is damaged at the same time and by either a), b) or c) above.
- For which compensation is provided by the National House Building Council Scheme, or other similar guarantee.

11. Frost damage to internal water and heating

loss or damage to buildings caused by frost damage to interior fixed domestic water and/or heating installations situated within the property.

We will not cover you for loss or damage while the property is unoccupied.

Extensions to your cover under this section

These extensions are automatically included under your policy.

1. Sanitary ware, glass and ceramic hobs.

loss or damage to glass, sanitary ware and ceramic hobs; or

- accidental damage to ceramic hobs in fixed appliances if fitted, fixed glass and sanitary ware all forming part of the property.

We will not cover you for loss or damage caused while the property is unoccupied.

2. Cables, pipes and tanks

loss or damage to cables, pipes and tanks; or

- accidental damage (for which you are legally responsible) to any cables, underground service pipes, drains or underground tanks servicing the property.

We will not cover you for:

- The cost of cleaning blocked drains *unless* the blockage is caused by damage to the fabric of the drains covered by this Section 1.
- Damage caused to pitch fibre drains and/or by any hidden defect in the design, construction or installation of the drains.

3. Trace and Access

costs and expenses incurred to locate the source of a water leak and loss or damage caused by locating the source, following damage covered under '6. Escape of water or oil'.

We will pay the costs you incur in locating the source of the leak up to £2,500 for any one claim.

We will not cover you for any amount above £25,000 for all claims during any one period of insurance.

4. Additional professional fees and regulatory costs

with our consent, the following extra costs you may incur following loss or damage covered under this policy:

- the costs of complying with any government or local authority requirement;
- fees to architects, surveyors and consulting engineers;
- legal fees;
- the cost of clearing the premises and making the premises and the property safe.

We will not cover you for any:

- Costs or fees for preparing and handling a claim under your policy.
- Costs of complying with requirements that you were given notice of before the damage occurred.
- Costs for undamaged parts of the buildings except the foundations.

5. Temporary accommodation

- the necessary and reasonable extra cost of similar temporary accommodation for your tenant; or
- rent which should have been paid to you until the property is fit for habitation

again for a maximum period of 24 months;

if your property is uninhabitable due to damage covered by this Section 1.

The most we will pay in any one period of insurance is 30% of the buildings sum insured.

However, if loss or damage is caused by malicious acts by your tenants or their guests, the most we will pay is **£2,500 or three months' rent**, whichever is the lesser.

6. Moving property

if you are selling the property we will insure the buyer under this Sub-Section between the date of exchange of contracts, or conclusion of missives (in Scotland), and the completion date, unless the buyer has arranged his own insurance.

In order for this cover to apply, formal completion must have taken place by the time you make the claim. You and the buyer must keep to the terms and conditions of this policy.

7. Emergency Access/Landscape Gardens

loss or damage to the buildings or landscaped gardens or grounds within your premises caused by a member of the emergency services breaking into the property to prevent loss or damage to your property.

The most we will pay is £1,000 for any one claim.

8. Replacement Locks

costs you incur as a result of the necessary replacement of locks at the property following theft of keys from you.

The most we will pay is £500 for any one claim.

9. Unauthorised use of electricity, gas or water

costs you are legally responsible for as a result of unauthorized use of metered electricity, gas or water by people taking possession or occupying the property without your authority.

Provided that you shall take all practical steps to end such unauthorised use as soon as it is discovered.

The most we will pay is £1,000 for any one claim.

10. Property Owners Liability

your legal liability for damages, **claimant's** legal costs and expenses if following an accident during the period of insurance someone suffers bodily injury or their property is damaged.

Your legal liability must be:

- a) as owner but not occupier of the buildings and their land; or
- b) resulting from your previous ownership of any private property under Section 3 Defective Premises Act 1972.

The most we will cover any claim or claims arising from one event is the maximum sum insured specified in your schedule, plus legal costs agreed by us in writing.

We will not cover you for:

Liability arising directly or indirectly from:

- Any contract or agreement that says you or a member of your family are responsible for something which you or they would not otherwise have been responsible for.
- Your occupation of the buildings.
- Any business or professional use of the buildings other than in your capacity as owner of the property.
- any loss caused by or contributed to by, or arising from, or occasioned by or resulting from riot or civil commotion.

Liability for:

- Bodily injury to you or to a person employed by you.
- Property belonging to you or for which you are responsible.
- Any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification.

Optional Extension

This cover only applies if you have selected it and it is shown in your schedule.

Accidental damage to the buildings

loss to buildings caused by accidental damage.

We will not cover you for:

- Any loss or damage which we have indicated that we will not cover under this Section 1.
- Cost of maintenance or routine decoration.
- Damage occurring while:
 - The property is unoccupied.
 - The property is undergoing demolition, structural changes or structural repair.
- Damage caused by or arising from:
 - Insects, parasites, vermin, fungus or mildew.
 - Chewing, scratching, tearing or fouling by pets.
 - Atmospheric or climatic conditions or frost (except as covered by Frost damage to internal water and heating).
 - Changes, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown.
 - Faulty design or workmanship or the use of faulty materials.
 - Structural movement, settlement or shrinkage.

Policy Cover

Section 2 - Contents

This cover only applies if you have selected it and it is shown in your schedule.

This Section covers loss or damage to contents which you own or for which you are legally responsible in a property listed in your schedule.

1. Fire, explosion, lightning, earthquake

loss or damage to contents caused by fire, explosion, lightning or earthquake.

2. Smoke

loss or damage to contents caused by smoke.

3. Riot

loss or damage to contents caused by riot, civil commotion, strikes, labour or political disturbances.

We will not cover you for loss or damage in Northern Ireland.

4. Malicious Acts

loss or damage to contents caused by malicious acts.

The most we will pay for malicious acts caused by your tenants or their guests is £2,500 in any one period of insurance less any amount recoverable from any security deposit lodged by the tenant.

We will not cover you for:

loss or damage caused while the property is unoccupied.

5. Storm or flood

loss or damage to contents caused by storm or flood.

We will not cover you for:

loss or damage caused by a rise in the water table or other gradually occurring cause that happens over time.

6. Escape of water or oil

loss or damage to contents caused by:

- a. Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;
- b. oil escaping from any fixed domestic heating installation.

We will not cover you for:

loss or damage caused while the property is unoccupied.

7. Theft

loss or damage to contents caused by theft or attempted theft, following forcible and violent entry to or from the property.

We will not cover you for loss or damage caused:

- By people lawfully on the premises;
- while the property is unoccupied.

8. Impact or collision:

loss or damage to contents caused by impact or collision from:

- a) Aircraft or other aerial devices or items dropped from them;
- b) vehicles or trains;
- c) animals not owned by you.

We will not cover you for loss or damage caused by pets and livestock either owned by you or your tenant.

9. Falling objects

loss or damage to contents caused by:

- a) Falling aerials (including satellite dishes) their fittings and masts;
- b) Falling trees or branches.

We will also pay the cost of removing a) and/or b), if they have caused damage as covered by this Section 1 to the buildings.

10. Subsidence and ground heave

loss or damage to buildings caused by:

- a) Subsidence;
- b) ground heave;
- c) landslip.

We will not cover you for damage caused by or resulting from coastal or river erosion.

Extensions to your cover under this section

These extensions are automatically included if you have opted to take out cover under Section 2.

1. Temporary accommodation

- the reasonable extra cost of similar temporary accommodation for your tenant; or
- rent which should have been paid to you until the property is fit for habitation again for a maximum period of 24 months.

if your property is uninhabitable due to damage covered by this Section 2 the most we will pay in any one period of insurance is 30% of the contents sum insured by this section or £2,000, whichever is lesser.

2. Property Owners Liability

your legal liability as owner of landlord's contents at the property, for damages and claimant's costs arising out of accidental bodily injury or accidental damage to material property occurring during the current period of insurance.

The most we will cover in respect of any claim or claims arising from one event is the maximum sum insured specified in your schedule, plus legal costs agreed by us in writing.

We will not cover you for:

Liability arising from:

- Bodily injury to you or a member of your family or to a person employed by you or a member of your family.
- Damage to property owned or held in trust by or in your custody or control.
- Any contract or agreement that says that you are liable for something which you would not otherwise have been liable for.
- Ownership of any land or building including the property.
- The ownership, custody, control or use of:
 - Road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs).
 - Caravans, horse boxes or trailers.
 - Aircraft, hang-gliders, hovercraft, watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by you or a member of your family) or parts or accessories designed for or intended for use on or in any of them.
 - Animals other than domestic pets and horses kept for private hacking;
 - Dogs of a type referred to in the Dangerous Dogs Act 1991.
 - Firearms, except legally-held sporting guns while being used for sporting purposes.
- Any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification.

Optional Extension

This cover only applies if you have selected it and it is shown in your schedule.

Accidental damage to the contents

Loss to contents caused by accidental damage.

We will not cover you for:

- Any loss or damage which we have indicated that we will not cover under this Section 2.
- Cost of maintenance or routine decoration.

- Damage occurring while:
 - The property is unoccupied.
 - The property is undergoing demolition, structural changes or structural repair.

- Damage caused by or arising from:
 - Insects, parasites, vermin, fungus or mildew.
 - Chewing, scratching, tearing or fouling by pets.
 - Atmospheric or climatic conditions or frost.
 - Changes, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown.
 - Faulty design or workmanship or the use of faulty materials.
 - Structural movement, settlement, shrinkage.