

# Landlords Contents

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## Policy Wording

## **Guide to Landlords Contents Policy Wording**

This insurance is designed to provide cover for You as owners of residential property.

There are general obligations contained in this policy pages 5-6 and obligations specific to certain sections (additional obligations may be imposed by endorsement) that are all important to us and which We rely upon You to comply with.

The obligations clearly set out what You must do to ensure cover under this policy is not prejudiced. In the event You breach an obligation(s) and You need to make a claim You will need to show that non-compliance with the obligation could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You are unsure as to what an obligation means or if You are unable to comply with the terms You should consult with Your insurance advisor

The policy defines what is covered under separate sections. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole policy are set out in pages 10-13 and We will not pay a claim if these exclusions are applicable.

The General policy conditions pages 14-15 sets out certain rights of You and Us and include clauses that apply to the whole of the policy.

The policy Definitions pages 16-18 provide the meaning to words and phrases wherever they appear in the policy. You will see words in bold which highlights that for the purposes of this policy they are a definition.

The Schedule attaching to this policy will set out the period of this insurance and specify which Sections of this policy are operative including the Sums Insured.

The Schedule may also contain clauses additional to the policy wording that We have imposed placing additional obligations on You and/or limiting coverage. The terms of those clauses will be attached to the policy in the form of an endorsement.

In the unlikely event You feel that You need to make a complaint concerning this insurance You will find our complaints procedure on page 19-20.

## **Reading the Policy**

It is strongly recommended that You read the policy including the Schedule and any endorsements periodically to ensure that the cover meets with Your requirements. In the event that the cover does not meet with Your requirements You should immediately advise Your insurance advisor.

We will then decide whether or not to agree to a variation of the policy. However, the terms of the policy will remain effective unless We have agreed to a variation in writing.

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## Authorised Policy

This Policy and any replacement **Schedule** and/or endorsement are to be read together as one document.

This Policy is a legally binding contract which **You** have made with **Underwriters**.

In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the Policy) to indemnify **You** against **Damage** occurring during the **Period of Insurance**.

Provided always that:-

- (i) The liability of the **Underwriters** shall not exceed the **Sums Insured** or limits of liability stated in the **Schedule** or such other **Sum Insured** or limits of liability as maybe substituted by endorsement or attached hereto;
- (ii) This Policy insures **You** only in respect of the sections where a **Sum Insured** or a limit of liability is specified in the **Schedule**

Any dispute arising out of or in connection with this Policy shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the Policy shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



Authorised Signatory

### All Sections are underwritten by:

This Policy is underwritten by Certain Underwriters at Lloyd's (AXIS Managing Agency Ltd – Syndicate 1686). AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0231419 by Certain Underwriters at Lloyd's (AXIS Managing Agency Limited).

### Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. 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 contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**Financial Services Compensation Scheme (FSCS)**

Certain Underwriters at Lloyd's (AXIS Managing Agency Limited – Syndicate 1686) are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that AXIS Managing Agency Limited cannot meet its obligations to You under this insurance. Further details about the scheme can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)

## General Obligations

**You** have an obligation in your **Proposal** to answer any questions honestly and accurately make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the **Underwriter** when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **Underwriters** shall be entitled to remedy their position in accordance with the Claims and Remedy conditions on page 7 of this **Policy**.

These obligations also apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters**.

Without prejudice to **Underwriters** rights, if **You** are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if **You** have any questions concerning the **Policy** terms and conditions, **You** should check with **Your** insurance advisor.

The **Policy** contains important obligations terms and conditions that must be complied with including but not limited to:

### Alteration in Risk

**You** must immediately notify **Underwriters** if the risk has altered:

- a) by removal of any fire and security protections designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage** accident or liability is increased or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) whereby the **Your** interest ceases except by will or operation of law, or
- e) by a change of use or type of tenant occupying **Your Home** or **Your Home** becoming **Unoccupied**.

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such alteration(s) and at their option they have agreed in writing to vary the **Policy**.

### Gas Regulations

It is important that **You** comply with the requirements below otherwise all **Damage** arising from or caused by **Defined Perils** of fire and explosion will be excluded and indemnity under the legal liability section will not operate.

- a) **You** must if the **Home** or any part thereof is let as residential accommodation **You** must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- b) If **You** are responsible for gas installations that do not fall under a) above then annual maintenance checks must be undertaken and at the commencement of this insurance **You** must be in the possession of a valid gas safety certificate issued by a Gas safe registered engineer.

### Reasonable Precautions

**You** must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

otherwise **Underwriters** may refuse to pay your claims or provide indemnity under this **Policy**

## General Obligations (continued)

### Minimum Security

**Your Home** must be fitted with:

- a) Five-lever mortice deadlocks, to British Standard 3621 on all external doors and key- operated security bolts fitted to the top and bottom of all external doors apart from the final exit door; or
- b) Built in deadlocking cylinder locks and security bolts if the door is double glazed; or
- c) Mortice security bolts or other key operated locks to British Standard 3621 fitted at the top and bottom of each portion of French windows or double sliding patio doors; and
- d) All opening sections of the basement, ground floor or easily accessible windows to **Your Home** are secured by key operated window locks.

The defined perils of theft or attempted theft will be excluded unless you comply with a) to d) above.

### Unoccupied

If any part or parts of **Your Home** are **Unoccupied** during the period of insurance **You** must advise us immediately and the following terms will apply:

- a) **You** or **Your** agents must inspect the **Unoccupied** part or parts of **Your Home** at least every 14 days and a record of all inspections must be kept. **We** must be able to inspect **Your** records at any time.
- b) **You** or **Your** agents must ensure the gas, electricity and water supply is turned off at the mains and the system drained (unless adequate level of heating is maintained from fixed heating appliances)
- c) **You** or **Your** agents must ensure all external doors are securely locked and all ground-floor and accessible upper-floor windows are securely fastened and any broken windows boarded up
- d) **You** or **Your** agents must ensure all yards and areas surrounding **Your Home** are free from fuel and waste materials.

Otherwise the defined perils of Fire and Explosion will be excluded.

## Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

**Your** claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that **You**:

- i) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- ii) have complied with the obligations, terms and conditions contained in the **Policy** throughout this period of insurance

otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **Underwriters** shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) <sup>1</sup>reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

<sup>1</sup> reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

$$X = \frac{\text{Premium actually charged} \times 100}{\text{Higher Premium}}$$



## Contents Insurance

### Cover and Basis of Settlement

Following an **Insured Event** under this Section if an item of **Contents** suffers **Damage** from a Defined Peril **We** will pay **You**:

- i) To replace the **damaged Contents** as new, as long as the **Sum Insured** is at least equal to the cost of replacing all the **Contents**. However **We** may at **Our** option;
  - a) pay the cost of replacing the item as new, or
  - b) pay the cost of repairing any item;
- ii) If the **Contents** suffer **Loss** or **Damage** and the **Sum Insured** is not equal to the cost of replacing all the **Contents** as new, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Loss** accordingly.

### Sum Insured and Limit of Liability

The maximum **We** will pay for any one claim is the **Sum Insured** for **Contents** as shown on the **Schedule** less any excess.

**Brown Goods** will be subject to a maximum limit of **£250 per item**.

**We** will not reduce the **Sum Insured** after a claim as long as the repair work is completed.

### Exclusions to this Section

**We** will not pay claims in respect of the following:

- a) If the **Home** is an individual flat(s) cover will exclude all common parts
- b) **We** will not pay for replacing any undamaged part or item forming part of a set
- c) Theft or attempted theft caused by a person lawfully allowed in any part of **Your Home**
- d) Theft or attempted theft while **Your Home** is **Unoccupied** Theft or attempted theft of **Money**, certificates, documents or **Valuables**;
- e) Theft or attempted theft unless **Your Home** was entered using forcible or violent entry
- f) Any amount over £500 from outbuildings and garages
- g) If the **Home** is **Unoccupied** **We** will not pay claims caused by or arising out of :
  - i) Riot, civil commotion, strikes, labour or political disturbances
  - ii) Malicious acts or vandalism
  - iii) Water or oil escaping from any fixed domestic appliance or system
  - iv) Theft or attempted theft
  - v) Frost Damage to fixed water or heating systems in Your Home.

### Excesses

**You** must pay an amount towards each claim. The amount **You** pay is called 'excess'. The following excesses apply to each and every claim:

- a) **Contents** Claims and Loss of Rent Claims **£50**, other than
- b) Claims whilst the **Home** is **Unoccupied** **£150**

## Contents Insurance (continued)

### Extensions to this Section

#### Metered Water

We will pay for accidental escape of metered water from water tanks, apparatus and pipes in consequence of an **Insured Event** but only to the extent that such loss is determined by measurement from the water authority meter for which **You** are responsible.

The amount payable is limited to such excess water charges levied by the water authority and in no case exceeding £5,000 in respect of any one **Loss** and £15,000 in the aggregate in any one period of insurance. **You** must record the reading of the meter at intervals no less than every 30 days.

#### Unauthorised use of electricity gas or water

**We** will pay for the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Home** without **Your** authority up to a limit of £5,000. **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

#### Loss of Rent or Alternative Accommodation

While **Your Home** cannot be lived in as a result an **Insured Event** under this Section **We** will pay the following expenses or losses, either;

- i) the amount of rent which **You** still have to pay, or would have received from an existing tenant; or
- ii) the cost of similar alternative accommodation for **Your** tenant and their pets, including the cost of temporary storage for

**Your** furniture. Up to a maximum amount of 15% of the **Sum Insured** for **Contents** any one insured event.

#### Legal Liability to the Public

We will indemnify **You** for any amounts **You** become legally liable to pay as damages for bodily injury or damage to property caused by an accident occurring at the **Home** during the currency of this insurance by virtue of your ownership and provision of the **Contents** insured under this **Policy** and for no other purpose.

**We** will not indemnify **You** for any liability in respect of the following:

- a) Bodily injury sustained by any person in your service
- b) Bodily injury arising directly or indirectly from any communicable disease or condition
- c) Criminal, violent or deliberate acts
- d) Damage to property owned by you or in your care custody or control
- e) Employment acts
- f) Obligations assumed under contract which would not otherwise attached
- g) Mechanically propelled vehicles other than grass cutting equipment

**We** will not pay more than **£2,000,000** in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## General Exclusions

### Asbestos Exclusion

This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### Contamination and Pollution Exclusion Clause

1. This Policy does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
  
2. This Exclusion does not apply if such **Loss** or **Damage** arises out of one or more of the following perils;
  - i) Fire, lightning, explosion, impact of aircraft
  
  - ii) vehicle impact, sonic boom
  
  - iii) accidental escape of water from any tank, apparatus or pipe
  
  - iv) riot, civil commotion, malicious damage
  
  - v) storm, hail
  
  - vi) flood inundation
  
  - vii) earthquake
  
  - viii) landslide, subsidence
  
  - ix) pressure of snow, avalanche
  
  - x) volcanic eruption

## General Exclusions (continued)

### Electronic Data Exclusion

#### 1) Electronic Data Exclusion

Despite any provision to the contrary within this **Policy** or any endorsement, it is understood and agreed as follows;

- a) The **Underwriters** shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 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 whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".
- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this **Policy** subject to all its terms conditions and exclusions will cover physical damage occurring during the **Period of Insurance** to the **Property Insured** by the original **Policy** directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

#### 2) Electronic Data Processing Media Valuation

Despite any provision to the contrary within the **Policy** should electronic data processing media insured by this **Policy** suffer physical loss or Damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated gathered or assemble

### Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith:

In no case shall this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## General Exclusions (continued)

### Micro-Organism Exclusion Clause

This Policy does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Insured Property**
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

### Nuclear Energy Risks Exclusion Clause

This Policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Policy Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste
  - c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

### Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of 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 Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

## **General Exclusions (continued)**

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

### **War and Civil War Exclusion Clause**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence 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.

## Policy Conditions

### Cancellation

**We** may cancel the **Policy** by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the **Policy** by giving **Us** written instructions.

If **You** or **We** cancel the **Policy**, and **You** have not made a claim during the current period of insurance, **We** will refund the premium and a pro-rata return will be issued subject to a minimum time on risk charge of £25.00 + IPT + fees already charged.

### Rights to Recovery

**We** may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this **Policy**. **We** may do this before or after **We** pay **Your** claim.

### Other Insurance

If **You** have any other Insurance which cover the same **Loss** or **Damage** as this **Policy**, **We** will pay only our share of any claim.

### Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

### Your Personal Information Notice

#### Who we are

**We** are the **Underwriter(s)** identified in the 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. **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.

#### Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online via the URL link <http://www.axiscapital.com/about-axis/privacy-data-protection> or in other formats on request.

#### 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 or request a copy of **Our** full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance.

## Policy Conditions (continued)

### E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

### Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on their behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the willful act or with the connivance of the then **Underwriters** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by the **Underwriters** to the in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated the **Underwriters** shall be entitled to:

- a) refuse all liability to the under the **Policy** in respect of the relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**

### Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover

### Subrogation

Any claimant under this **Policy** shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the before or after any payment is made by the **Underwriters** The **Underwriters** shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in the name of the at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

### Claims Procedure

#### How to Make a Claim

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

#### Underwriters Claims Representatives

Telephone: **01732 520 288**

The claims helpline is open 24 hours a day, 365 days a year.

#### Defence of claims

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

#### Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any **excess** beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.



## Policy Conditions (continued)

### Things you must do

**You** must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

1. **You** must notify the Underwriters Claims representatives as soon as practicable giving full details of what has happened.
2. **You** must provide **your broker** with any other information **we** may require.
3. **You** must forward to your broker as soon as practicable, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document you receive.
4. **You** must inform the Police, as soon as practicable, following any loss caused by malicious persons, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so.

### To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask you to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

### Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will: not pay the false or fraudulent claim and be entitled to recover any payments which have been made in respect of the fraudulent claim; have the option to treat the contract as having been terminated at the time of the fraudulent act (not the discovery of it) and need not return any premium; be entitled to refuse all claims arising after the fraud but remain liable for valid losses before the fraud.

## Policy Definitions

In this Policy, words that are highlighted in bold have the following meanings:

### **Aerials**

Satellite dishes, television or radio **aerials**, aerial fittings, aerial masts and plinths.

### **Brown Electrical Goods**

Any electrical item except washing machines, kettles, toasters, sandwich makers, dish washers, fridges, freezers, spin dryers, tumble dryers, microwave ovens and vacuum cleaners.

### **Contents**

Household furniture, carpets, curtains and blinds.

This definition does not include does not include the following:

- i) **Money**
- ii) Stamp, coin or other collections
- iii) **Valuables**
- iv) Tenants and Guests' clothing and personal belongings
- v) Any property which is more specifically **Insured** by other insurance
- vi) **Your** pets or other animals
- vii) Motor vehicles, caravans, trailers, watercraft, aircraft or accessories for these items
- viii) Securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts
- ix) Any property connected with **Your** business, profession or trade

### **Damage**

Accidental physical loss or **Damage**

### **Defined Peril**

The words **Defined Peril** shall mean:

- a) fire but excluding any **Damage** to the **Property Insured** caused by:
  - i. explosion resulting from fire
  - ii. earthquake or subterranean fire
  - iii. its own spontaneous fermentation or heating
  - iv. its undergoing any heating process or any process involving the application of heat
- b) lightning
- c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only belonging to or under **Your** control
- d) aircraft or other aerial devices or articles dropped there from
- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
  - i. arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii arising from cessation of work
- f) theft or attempted theft
- g) earthquake

## Policy Definitions (continued)

- h) storm excluding:
  - i) **Damage** by flood whether resulting from storm or otherwise
  - ii) **Damage** attributable solely to a change in the water table level
- i) flood excluding **Damage** attributable solely to a change in the water table level
- j) overflowing, discharge or leaking of any sprinkler apparatus
- k) escape of water or oil from any tank, apparatus or pipe
- l) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerials
- m) Subsidence
 

we will pay for **Damage** caused by Subsidence or heave of the site the **Buildings** stand on or landslip subject to the following exclusions:

  - i) **Damage** caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion
  - ii) **Damage** caused by faulty design, workmanship or material
  - iii) **Damage** caused by demolition of or alterations or repairs to the **Buildings**
  - iv) **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are **Damaged** at the same time and by the same cause The **Buildings** or land it is on settling, shrinking, bedding down or expanding
  - v) **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause
  - vi) **Damage** which originated prior to the Inception of this cover
  - vii) **We** will not pay for normal settlement or bedding down of new structures
- n) Accidental Damage - (This peril operates only if stated in the **Schedule**) -

**We** will pay for accidental **Damage** to the **Buildings** or **Contents** subject to the following exclusions:

- i) **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- ii) **We** will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
- iii) **We** will not pay for **Damage** caused by collapse or cracking of the **Buildings**
- iv) **We** will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, **Loss** of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- v) **We** will not pay for acts of fraud or dishonesty
- vi) **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- vii) **We** will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- viii) **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- ix) **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Buildings** are **Unoccupied**
- x) **We** will not pay for normal settlement or bedding down of new structures
- xi) **We** will not pay for **Damage** to property as a result of its undergoing any process
- xii) **We** will not pay for **Damage** to property in transit
- xiii) **We** will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- xiv) **We** will not pay for property or structures in the course of construction or erection

## Policy Definitions (continued)

- xv) **We** will not pay for any **Damage** specifically excluded elsewhere under the **Contents** Section or elsewhere in this **Policy**
- xvi) **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals
- xvii) **We** will not pay for **Loss** or **Damage** to the interior of any **Building** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building**, first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters
- xviii) **We** will not pay for the cost of general maintenance or upkeep
- xix) **Damage** of more than £5,000

### **Home**

The Property as stated in the Schedule including its outbuildings and private garages

### **Injury**

Accidental death of, accidental physical bodily **Injury**, physical illness or physical disease to, any third party

### **Money**

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

### **Unoccupied**

When the **Home** has not been lived in for 30 consecutive days or more.

### **Valuables**

Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections medal collections or computer equipment.

### **We/Us/Our/Underwriters**

Certain Underwriters at Lloyd's (AXIS Managing Agency Limited – Syndicate 1686 at Lloyds).

### **Insured/You/Your**

The entity, person(s) named in the **Policy**.

# Complaints Procedure

## What to do if you have a Complaint - Enquiries and Complaints Procedure

### Enquiries

#### Policy Administration Enquiries

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your** broker.

#### Claims Administration Enquiries

If **you** have any questions or concerns about a claim or its administration, **you** should contact Underwriters Claims Representatives.

### How to Complain

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the Insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint relates to any other matter including claims, **You** should contact:

The Complaints Manager  
Commercial Express  
B1 Custom House  
The Waterfront  
Level Street  
Brierley Hill  
DY5 1XH

Phone 0800 978 8007

Email [complaints@commercialexpress.co.uk](mailto:complaints@commercialexpress.co.uk)

Alternatively, **You** can refer **Your** complaint to the Complaints team at Lloyd's at any time:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel: 020 7327 5693

Fax: 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", which is available from [www.lloyds.com/complaints](http://www.lloyds.com/complaints). **You** can also ask Lloyd's for a copy of this leaflet using the contact details shown above.

If **You** are dissatisfied with the outcome of **Your** complaint, **You** may have the right to refer **Your** complaint to an alternative dispute resolution body.

If **You** live in the United Kingdom or the Isle of Man, the contact information is:

## Complaints Procedure (continued)

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK)  
Tel: 0300 123 9123 (calls to this number cost the same 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: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.  
Fax +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** purchased this insurance 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>

This complaints procedure does not affect **Your** right to take legal action.