



OPTIMA

Landlords Insurance Policy Wording

Version 1



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Introduction

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

The insurance relates ONLY to those sections of the policy wording which are shown in the **schedule** as being included.

We allow CIA Insurance Services Ltd to sign and issue the policy wording and **schedule** on **our** behalf.

This policy wording, **schedule** and any **endorsement** form **your** Landlords Insurance document.

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

Please read the whole document carefully. It is arranged in different sections. It is important that:-

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

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Insurer

This insurance will be underwritten by the insurers as stated on **your** policy **schedule**.

This facility is managed by Alan Blunden and Company Limited and administered on **our** behalf by CIA Insurance Services Ltd.

Law & Jurisdiction Applicable to the Insurance

This insurance shall be governed by the law and jurisdiction of England and Wales.

Language Applicable to this Insurance

This insurance is written in English and all communications about it will be in English.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation under the Scheme if **your** insurer cannot pay out all valid claims under this insurance. This depends on the policy **you** have and the circumstances of the claim. The Scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims) the Scheme will cover the whole claim. **You** can get more information about the Scheme from the FSCS or **you** can visit their website at www.fscs.org.uk

Complaints

If your complaint is about the administration of your policy or how it was sold to you

If at any time **you** have any query or complaint regarding the way the policy was sold, **you** should refer to **your broker**.

If your complaint is about the administration of your claim

AmTrust Europe Limited aim to give **you** a high level of service at all times. However, if **you** have a complaint about **your** claim please contact:

AmTrust Europe Complaints
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Telephone: +44 (0) 115 934 9852

Email: complaints@amtrusteu.co.uk

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when you can expect an answer.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants'; further information can be found at:

www.financial-ombudsman.org.uk

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.

Definitions

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

Accidental Damage	Physical damage caused suddenly, unexpectedly and not through wear and tear, breakdown or malfunction.
Bodily injury	Bodily injury includes death or disease.
Buildings	<ul style="list-style-type: none">• the home and its decorations you own or for which you are legally responsible within the premises named in the schedule• fixtures and fittings attached to the home you own or for which you are legally responsible within the premises named in the schedule• permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally responsible within the premises named in the schedule• Unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers for which you are legally responsible within the premises named in the schedule, to a maximum total value of £5,000
Contents	<p>Household goods and personal property, within the home, which are your property or for which you are legally responsible.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• carpets• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• permanently sited (but not fixed) hot tubs and spas• property in the open but within the premises up to £500 other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property not belonging to you• any property held or used for business purposes• any property insured under any other insurance• jewellery, furs, gold and silver, pictures and paintings• personal money• credit cards
Credit Cards	Bankers cards, charge cards, credit cards , debit cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance.
Flood	An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal water and/or the overflowing of water onto land that is dry arising as a direct consequence of heavy rain, storm or tempest.

Definitions (Continued)

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

Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal money	Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.
Premises	The risk address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	Built of brick, stone or concrete (but not prefabricated) walls and roofed with slates, tiles, asphalt, metal or concrete (other than flat roof sections) with timber or concrete flooring.
Unoccupied	The home is unoccupied when it has not been lived in for more than 60 consecutive days.
We / us / our	The Insurer as stated in your policy schedule .
You / your	The person or persons named in the schedule and all members of their family who permanently live in the home .
Broker	CIA Insurance Services Ltd.

General Conditions applicable to the whole of this insurance

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

a) Your Duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if the **home** becomes let under different circumstances or the nature of the tenancy alters from that disclosed. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

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

b) Cooling Off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel without giving any reason providing **your** instructions to cancel are submitted to **us** within 14 days of either:

- a) the date **you** received the policy documentation, or
- b) the start of the **period of insurance**,

whichever is the latter

On receiving **your** instructions **we** will at **your** choice:

- a) cancel the insurance from the inception date, providing no cover and allow a full return premium, or
- b) cancel the insurance from the date **your** instructions are received (providing received within this 14 day cooling off period) and allow a pro rata return premium providing no claims have been reported

If **you** notify and wish to make a claim within this 14 day cooling off period, **we** will not allow a return premium.

c) Cancellation

If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** by contacting **your broker**. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**, **you** will be entitled to a proportionate return of the premium paid, less a cancellation fee **your broker** may charge. Please refer to **your schedule** for further information on what these charges are. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premiums due.

Our Cancellation Rights

We may cancel this policy by giving **you** fourteen (14) days' notice in writing sent to your last known address on **your schedule**. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

d) Unoccupied Property Condition

If the **home** is **unoccupied** it is a condition of the policy wording that **you** must comply with the following:

1. All security must be maintained and placed in operation whenever the **home** is unattended
2. The water must be switched off at the mains and the water system drained OR the heating must be maintained at a minimum temperature of 15 degrees centigrade or 58 degrees Fahrenheit at all times between the 1st of October and the 1st of April inclusive
3. The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the **home**
4. Any tanks containing fuel or other inflammable liquid must be drained and purged within the first 30 days of unoccupancy unless used to maintain the heating of the **home**
5. The **home** must be inspected both internally and externally at least once every 7 days by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record; presentation of which will be required in the event of a claim.
6. All waste refuse and disused combustible materials, including accumulated mail, must be cleared both internally and externally from the **home** at least once every 7 days
7. Advise **your broker** as soon as the property tenancy status alters

General Conditions applicable to the whole of this insurance (Continued)

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

e) Several Liability Clause

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.

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.

f) Security Condition

It is a condition of **your** policy that the property has locks in place on all external doors and where required windows and patio doors to prevent illegal entry to the **premises**. The tenants must be made aware that this security is to be in operation whenever the property is unattended.

If the property becomes **unoccupied** it is the responsibility of **you**, or **your** agent acting on **your** behalf, to put these security devices into full and effective operation. The property must be secured against illegal entry. If **you** fail to comply with this condition this insurance may become invalid.

g) Subjectivity Clause

At the inception of or during each **period of insurance**, the insurance provided by this policy wording and **schedule** is subject to **you**;

a)

1. Providing **us** with any additional information that **we** may request
2. Completing any actions agreed between **you** and **us**
3. Allowing **us** to complete any actions agreed between **you** and **us**.

b) If required by **us**, allowing **us** access to the **premises** and/or the business to carry out survey(s) and **your** compliance with any risk improvements identified.

Upon completion of these requirements (or if they are not completed by the required dates) **we** may, at **our** option:

1. Modify **your** premium
2. Amend the terms and conditions of this policy
3. Require **you** to make alterations to the **premises** and/or comply with any risk improvements identified
4. Exercise **our** right to cancel **your** policy
5. Leave the policy terms, conditions and premium unaltered

If **we** proceed with options 1, 2 and 3 above, **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

h) Your Bank's or Building Society's Interest

The rights of the bank or building society that provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **building** provided that they were unaware of such action.

i) Non Invalidation Condition

This insurance will not be invalidated by any act, omission or alteration either unknown to **you** or beyond **your** control which increases the risk of loss or damage to the **building** provided that **you** were unaware of such action. **You** must write and tell **us** as soon as **you** become aware of any action that has been taken to increase the risk of loss or damage and **you** may also have to pay an extra premium. However, this condition does not override any specific exclusions or clauses.

General Conditions applicable to the whole of this insurance (Continued)

j) Average (Underinsurance)

The sums insured by any item for **buildings** or **contents** are declared to be separated subject to average. Average means that if at the time of damage the sum insured for any item is less than the value of the item covered by such sum insured, the amount payable by **us** will be proportionately reduced.

k) Index Linking Clause

The sums insured in Section One (Buildings) and Section Two (Contents) will be indexed each month in line with the following:

- Section One (Buildings): The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors
- Section Two (Contents): The Consumer Durables Section of the General Index of Retail Prices
- A similar index selected by **us**

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

l) Reliance on Information Supplied

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

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

If **we** establish that **you** were careless in providing us with the information **we** have relied upon in accepting this insurance and settling its terms and premium **we** may:

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

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for;

1. loss or destruction of or any damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. any legal liability of whatsoever in nature directly or indirectly caused by or contributed to, by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We will not pay for any loss or damage or liability 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.

c) Existing and Deliberate Damage

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

d) Indirect Loss or Damage

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

e) Electronic Data Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from or any indirect loss;
2. any legal liability whatsoever in nature directly or indirectly caused by or contributed to, by or arising from:
 - i) computer viruses, erasure or corruption of electronic data;
 - ii) the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion "computer virus" means a set of corruption, 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 not limited to "Trojan Horses", "worms" and "Time or Logic Bombs"

f) Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. any legal liability of whatsoever nature;
3. death or injury to any person; directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
 - terrorism; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

General Exclusions applicable to the whole of this insurance (Continued)

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

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

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

g) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

h) Loss in value

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

i) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

j) Contractors Exclusion

We will not pay for loss or damage arising out of the activities of contractors.

k) Illegal Activities Exclusion

We will not pay for loss or damage caused as a result of the property being used for illegal activities.

l) Domestic Pets, Insects or Vermin

We will not pay for any damage caused by domestic pets or by insects or vermin.

m) Sonic Bangs

We will not pay for any damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

n) Terrorism

We will not pay for any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom occasioned by or happening through or in consequence directly or indirectly:

1. of Terrorism;
2. of riot, civil commotion and (except in respect of any loss by fire or explosion) strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland;

Terrorism shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

o) Sanction Limitation and Exclusion Clause

We shall not provide cover and be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Conditions applicable to the whole of this insurance

Your duties

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

1. **you** must contact **us** using the claims advice telephone number, address or email address shown in the 'Reporting a Claim' section of this wording as soon as possible giving full details of what has happened.
2. **you** must provide written details of what has happened within 30 days to the claims address shown on the **schedule** and provide any other information **we** may require.
3. **you** must forward within 3 days' notice of the claim (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 and obtain a Crime Reference Number as soon as reasonably possible following malicious acts, 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 provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written permission.

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

How we deal with your claim

1. Defence of claims

We may;

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

2. Other insurance

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

3. 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, **we** will not pay the claim and may elect to terminate this insurance without returning any of the premiums paid.

Reporting a Claim

If **you** wish to make a claim, **you** may either contact **us** or **your broker**, who will notify **us** of **your** claim.

AmTrust Europe Claims Team
0115 934 9818
(9am-5pm Mon-Fri)

AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Email: claims@amtrusteu.co.uk

When submitting a claim, **you** must give **your** policy number.

Data Protection & Privacy Statements

1. Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Limited. Below is a summary of the main ways in which **we** process **your** personal data. For more information please visit our website at www.amtrusteurope.com

2. How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

6. Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Section One (Buildings) Cover

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by:	We will not pay:
1. fire, lightning, explosion or earthquake	the first £100 of every claim (increasing to £500 while the home is unoccupied)
2. aircraft and other flying objects or items dropped from them	the first £100 of every claim (increasing to £500 while the home is unoccupied)
3. storm, flood or weight of snow	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under Section One (Buildings), What is covered, item 9</p> <p>b) for loss or damage to domestic fixed fuel-oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, gates and fences</p> <p>c) the first £100 of every claim</p> <p>d) for loss or damage while the home is unoccupied</p>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	<p>a) for loss or damage resulting in subsidence, heave or landslip other than as covered under Section One (Buildings), What is covered, item 9</p> <p>b) for loss or damage to domestic fixed fuel-oil tanks and permanently installed swimming pools, fixed hot tubs and fixed spas</p> <p>c) the first £250 of every claim</p> <p>d) for loss or damage while the home is unoccupied</p>
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<p>a) for loss or damage within the home unless caused by violent and forcible entry/exit or deception, or more than £5,000 in the case of loss or damage caused by any person lawfully allowed in the buildings. If you claim for such loss under both Section One (Buildings) <u>and</u> Section Two (Contents), we will not pay more than £5,000 in total</p> <p>b) the first £100 of every claim</p> <p>c) for loss or damage while the home is unoccupied</p>
6. theft or attempted theft	<p>a) for loss or damage within the home unless caused by violent and forcible entry/exit or deception, or more than £5,000 in the case of loss or damage caused by any person lawfully allowed in the buildings. If you claim for such loss under both Section One (Buildings) and Section Two (Contents), we will not pay more than £5,000 in total</p> <p>b) the first £100 of every claim</p> <p>c) for loss or damage while the home is unoccupied</p>
7. collision by any vehicle or animal	<p>a) the first £100 of every claim</p> <p>b) for loss or damage while the home is unoccupied</p>
8. riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<p>a) for loss or damage in excess of £5,000 which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police. If you claim for such loss under Sections One and Two, we will not pay more than £5,000 in total</p> <p>b) the first £100 of every claim</p> <p>c) for loss or damage while the home is unoccupied</p>

Section One (Buildings) Cover Continued

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by:	We will not pay:
9. subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> a) for loss or damage to domestic fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage caused by coastal erosion f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions g) the first £1,000 of every claim
10. breakage or collapse of fixed radio and television aerials, fixed satellites dishes and their fittings and masts	<ul style="list-style-type: none"> a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £100 of every claim c) for loss or damage while the home is unoccupied
11. falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the first £100 of every claim a) for loss or damage while the home is unoccupied

Section One (Buildings) Extra Benefits

What is covered	What is not covered
This section of the insurance also covers	We will not pay:
<p>a. the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> fixed glass and double glazing (including the cost of replacing frames) solar panels sanitary ware ceramic hobs <p>all forming part of the buildings</p>	<p>a) for damage caused by chipping, denting or scratching</p> <p>b) the first £100 of every claim</p> <p>c) for loss or damage while the home is unoccupied</p>
<p>b. the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks underground gas pipes underground cables <p>which you are legally responsible for</p>	<p>a) for loss or damage to any part of the cables or service pipes within the buildings</p> <p>b) the first £100 of every claim (increasing to £500 while the home is unoccupied)</p>
<p>c.</p> <ul style="list-style-type: none"> loss of rent due to you which you are unable to recover; or additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One (Buildings) 	<p>a) any amount over 20% of the sum insured for the buildings damaged or destroyed</p> <p>b) for loss of rent arising from the tenants leaving the buildings without giving you notice</p> <p>c) rent the tenants have not paid</p> <p>d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim</p> <p>e) for loss of rent or any other expenses you must pay to the letting agent</p> <p>f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation</p> <p>g) for loss of rent after the home is fit to be let out</p> <p>h) for loss of rent for more than 12 months</p>
<p>d. expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making safe the building costs you have to pay in order to comply with any government or local authority requirements following loss or damage to the Buildings 	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if government or local authority requirements have been served on you before the loss or damage</p>
<p>e. increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One (Buildings), What is Covered, Item 4</p>	<p>any amount in excess of £750 in any period of insurance. If you claim for such loss under Sections One and Two, we will not pay more than £750 in total</p>
<p>f. anyone buying the home who will have the benefit of Section One (Buildings) until the sale is completed or the insurance ends, whichever is the sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>g. trace and access</p> <p>If there is a leak from your fixed water or oil tanks, apparatus or pipes we will pay for the necessary and reasonable expense you incur in locating the source of the leak and making the necessary repairs</p>	<p>a) amount in excess of £2,500 in total during the period of insurance</p> <p>b) for loss or damage while the home is unoccupied</p>
<p>h. emergency access</p> <p>Damage caused by the emergency services or persons acting under their control in gaining access to the premises as a result of concern for the welfare of the tenant(s) or to prevent further damage caused by an insured peril to the premises</p>	<p>a) amount in excess of £5,000 in total during the period of insurance</p> <p>b) for loss or damage while the home is unoccupied</p>

Section One (Buildings) Accidental Damage

What is covered	What is not covered
This extension covers	We will not pay:
Accidental damage to the buildings	<p>a) for damage or any proportion of damage which we specifically exclude elsewhere under Section One (Buildings)</p> <p>b) for the buildings moving, settling, shrinking, collapsing or cracking</p> <p>c) for damage while the home is being altered, repaired, cleaned, maintained or extended</p> <p>d) for damage to outbuildings and garages which are not of standard construction</p> <p>e) for the cost of general maintenance</p> <p>f) for damage caused by infestation, corrosion, damp, wet or dry mould or frost</p> <p>g) for damage arising from faulty design, specification, workmanship or materials</p> <p>h) for damage from mechanical or electrical faults or breakdown</p> <p>i) for damage caused by dryness, dampness, extremes of temperature or exposure to light</p> <p>j) for damage to permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks, piers, jetties, bridges and culverts</p> <p>k) for any damage caused by or contributed by or arising from any kind of pollution and/or contamination</p> <p>l) the first £100 of every claim</p> <p>m) for loss or damage while the home is unoccupied</p>

Buildings – Settling Claims

How **we** deal with your **claim**

- If **your** claim for loss or damage is covered under Section One (Buildings), **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage, and
 - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form, and
 - the damage has been repaired or loss has been reinstated
- We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

- We** will not reduce the sum insured under Section One (Buildings) after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of Insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule** less any applicable excess.

Section Two (Contents) Cover

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by:	We will not pay:
1. fire, lightning, explosion or earthquake	the first £100 of every claim (increasing to £500 while the home is unoccupied)
2. aircraft and other flying objects or items dropped from them	the first £100 of every claim (increasing to £500 while the home is unoccupied)
3. storm, flood or weight of snow	a) for property in the open b) the first £100 of every claim c) for loss or damage while the home is unoccupied
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) the first £250 of every claim b) for loss or damage while the home is unoccupied
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) the first £250 of every claim c) for loss or damage while the home is unoccupied
6. theft or attempted theft	a) for loss or damage within the home unless caused by violent and forcible entry/exit or deception, or for more than £5,000 in the case of loss or damage caused by any person lawfully allowed in the buildings . If you claim for such loss under Sections One and Two, we will not pay more than £5,000 in total b) any amount over £500 or 3% of the sum insured for contents whichever is the greater, within detached domestic outbuildings and garages c) the first £100 of every claim d) for loss or damage while the home is unoccupied
7. collision by any vehicle or animal	a) the first £100 of every claim b) for loss or damage while the home is unoccupied
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage caused unless loss or damage follows a violent or forcible entry or by deception b) for loss or damage in excess of £5,000 which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police. If you claim for such loss under Section One (Buildings) and Section Two (Contents), we will not pay more than £5,000 in total c) the first £100 of every claim d) for loss or damage while the home is unoccupied
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law d) for loss or damage caused by coastal erosion e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions the first £100 of every claim
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) the first £100 of every claim for loss or damage while the home is unoccupied

Section Two (Contents) Accidental Damage

The following applies only if the **schedule** shows that **Accidental Damage** to the **contents** is included.

What is covered	What is not covered
This extension covers	We will not pay:
Accidental damage to the contents	<p>a) for damage or any proportion of damage which we specifically exclude elsewhere under Section Two (Contents)</p> <p>b) for damage to contents within garages and outbuildings</p> <p>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, or whilst being worked upon</p> <p>d) for damage caused by chewing, tearing, scratching or fouling by animals</p> <p>e) for porcelain, china, glass and other brittle articles</p> <p>f) for money, credit cards, documents and stamps</p> <p>g) for damage to contact, corneal or micro corneal lenses</p> <p>h) for damage caused by insect, vermin, infestation, corrosion, damp, wet or dry mould or frost</p> <p>i) for damage arising from faulty design, specification, workmanship or materials</p> <p>j) for damage from mechanical or electrical faults or breakdown</p> <p>k) for damage caused by dryness, dampness, extremes of temperature or exposure to light</p> <p>l) for any damage caused by or contributed by or arising from any kind of pollution and/or contamination</p> <p>m) using the contents in a way which is different to the manufacturers instructions</p> <p>n) information being erased or damaged on computer equipment</p> <p>o) the first £100 of every claim</p> <p>p) for loss or damage while the home is unoccupied</p>

Contents – Settling Claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option indemnify **you** by payment for replacement, reinstatement or repair. A deduction for wear and tear will be made in respect of:
 - property not proved to be less than one year old at the time of loss or damage
 - household linen, clothing
 - pedal cycles
 - any items not repaired or replaced and which are less than one year old at the time of loss or damage
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

1. **We** will not reduce the sum insured under Section Two (Contents) after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under-insured, which means the cost of replacement, reinstatement or repair of the **contents** at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of Insurance

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

Section Three (Legal Liability to the Public)

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One (Buildings) or the **contents** are insured under Section Two (Contents) of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability is as owner of the **buildings** but not as owner of the **contents**
- if the **buildings** and **contents** are insured, **your** legal liability is as owner of the **buildings** and also as owner of the **contents**

We will indemnify you	We will not indemnify you for any liability
<p>As owner or occupier for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury • damage to property caused by an accident happening at the premises during the period of insurance. 	<p>a) for bodily injury to:</p> <ol style="list-style-type: none"> 1. you any other permanent member of your home unless a signed and current lease agreement is in place any person who, at the time of sustaining such injury, is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>e) which you have assumed under contract and which would not otherwise have attached</p> <p>f) arising out of your ownership, possession or use of:</p> <ol style="list-style-type: none"> any motorised or horse-drawn vehicle other than domestic gardening equipment used within the premises any power-operated lift any aircraft or watercraft other than manually operated rowing boats, punts or canoes any animal other than cats, horses or dogs which are not designated under the Dangerous Dogs Act 1991 <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ol style="list-style-type: none"> caused by sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule reported to us not later than 30 days from the end of the period of insurance in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p>

Section Three (Legal Liability to the Public) Continued

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability is as owner of the **buildings** but not as owner of the **contents**
- if the **buildings** and **contents** are insured, **your** legal liability is as owner of the **buildings** and also as owner of the **contents**

We will indemnify you	We will not indemnify you for any liability
As owner or occupier for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none">• bodily injury• damage to property caused by an accident happening at the premises during the period of insurance.	i) if you are entitled to indemnity under any other insurance including but not limited to any horse or travel insurance until such insurance(s) is exhausted j) arising out of any criminal or violent act to another person or property

Part B

We will indemnify you for	We will not indemnify you
Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	a) for any liability if you are entitled to indemnity under other insurance b) for the cost of repairing any fault or alleged fault

Limit of Insurance applicable to Part A and Part B

We will not pay:

- in respect of pollution and/or contamination – more than £5,000,000 in all.
- in respect of other liability covered under Section Three – more than £5,000,000 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.

Endorsements

The following endorsements apply only if they are mentioned in the **schedule**.

001. Flat Roof Warranty

It is warranted that the flat roof area must be inspected every 5 years at **your** expense and any defect discovered immediately rectified. In the event of non-compliance **we** may not pay **your** claim in the event of storm damage.

002. Single Flat

In the event of loss or damage arising from the insured causes to the common parts of the **building** which the insured flat forms part of, **our** liability is limited to the percentage the said flat bears to the total number of flats forming the **building**. In any event **our** maximum liability is the sum insured stated.

003. Multi Property

It is hereby noted and agreed that the policy limits and excesses in this insurance apply to each **premises** as if a separate policy wording were issued.

004. Flood Exclusion

This insurance does not cover loss or damage caused by **flood** other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in:

- Section One (Buildings), What is covered, item 3
- Section Two (Contents), What is covered, item 3

Cover for storm and weight of snow incidents will remain in force and be unaffected by this **endorsement**.

005. Subsidence, Heave or Landslip Exclusion

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in:

- Section One (Buildings), What is covered, item 9
- Section Two (Contents), What is covered, item 9

is not covered by this insurance.

006. Malicious Damage by Tenant Exclusion

It is hereby noted and agreed that cover under Section One (Buildings), and Section Two (Contents), what is not covered for item 8 (riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously) is amended to read:

What is not covered:

- a. for loss or damage unless caused by violent and/or forcible entry/exit or deception
- b. the first £100 of every claim
- c. for loss or damage while the **home** is **unoccupied**

007. Theft or Attempted Theft by Tenant Exclusion

It is hereby noted and agreed that cover under Section One (Buildings), and Section Two (Contents), what is not covered for item 6 (theft or attempted theft) is amended to read:

What is not covered:

- a. for loss or damage unless caused by violent and/or forcible entry/exit or deception

All other items under item 6 (theft or attempted theft) – “What is not covered” remain unaltered

008. Increased Subsidence Excess Clause (£2,500)

It is hereby noted and agreed that the standard excess of £1,000 stated in the policy wording is increased to £2,500 in respect of the following sections:

Section One (Buildings) item 9 “subsidence or heave of the site upon which the buildings stand or landslip” and

Section Two (Contents) item 9 “subsidence or heave of the site upon which the buildings stand or landslip”

If you wish to make a claim, you may either contact us or your broker, who will notify us of your claim.

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