

# Residential Let Property Insurance Policy



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## Introduction

### YOUR INSURERS

This insurance is arranged by Assurant Intermediary Ltd & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Assurant Intermediary Ltd is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## Important Information

**Please take time to read the full policy document to make sure you understand the cover provided.**

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

**Your** cover is valid from and until the dates specified on **your policy schedule**.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type of and level of cover **your** policy provides.

## Information you have provided

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

**You** must notify **your** agent as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your** agent of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **your** policy could be invalid.

## Cancellation

**You** have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

**We** may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Non-payment of premium
- b) Threatening and abusive behaviour
- c) Failure to provide documents
- d) Non-compliance with policy terms and conditions

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud, which is detailed on page 15.

### CLAIMS UNDERWRITING EXCHANGE

**We** may use **your** personal information to prevent crime. To prevent crime, **we** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass your personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

## How to Make a Claim

Your claim will be handled promptly and by experienced claim handling staff. Any incident or loss that gives rise or may give rise to a claim should be notified immediately to:

### SECTION ONE: BUILDINGS & SECTION TWO: CONTENTS

Innovation Group  
Yarmouth House  
1300 Parkway  
Whiteley  
Fareham  
Hampshire PO15 7AE  
Telephone: 0343 2277 276  
Email: [propertyclaims@innovation.group](mailto:propertyclaims@innovation.group)

### SECTION THREE: LIABILITIES

Langleys Solicitors  
Queens House  
Micklegate  
York  
YO1 6WG  
Tel: 01904 686790  
Email: [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com)

## CLAIMS PROCEDURE AND CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### If you need to make a claim under this policy, you must do the following:

- a) Provide us with full details of your claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide us with all information and evidence, including written estimates and proof of ownership and value that we may request.
- e) Do not, under any circumstances effect full repairs without our prior written consent.
- f) Under no circumstances must you admit any liability or responsibility or negotiate or settle any aspect of any claim without our permission in writing.

### On receipt of a notification of a claim, we may do the following:

- a) Enter any building following loss or damage.
- b) Negotiate, defend or settle any claim made against you.
- c) Prosecute in your name for our benefit, any other person in respect of any claim we may have to pay.
- d) Appoint a loss adjuster to handle the claim on our behalf.
- e) Arrange to repair the damage to the building and/or any other property or item and handle any salvage appropriately.

## Definitions

The following definitions have the same meaning wherever they appear in **your policy** or **schedule** and are highlighted in bold:

### Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

### Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **you**, or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

### Endorsement

A specific term, condition or variation to the **policy**.

### Excess

The first amount of any claim for which **you** are responsible.

### Insurers / We / Us / Our

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

### Landlords Contents

Household furniture, furnishings, utensils, domestic appliances and aerals for which **you** are responsible, as detailed in the Landlords' property inventory forming part of the **tenancy agreement** and contained within the **buildings**, but excluding **valuables**, wearing apparel and pedal cycles.

### Period of Insurance

The period stated in the **schedule** for which **we** agree to grant cover, providing that the full premium has been paid to **us**.

### Policy

The **policy** incorporates the policy booklet, the **schedule** and all terms, conditions and endorsements of **your** insurance contract with **us**.

### Property

The **buildings** at the address(es) stipulated in the **schedule**.

### Schedule

The document which provides specific details of the insurance cover in force.

### Sum Insured

The amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.

### Tenant

A person occupying **your property** by virtue of a **tenancy agreement**.

### Tenancy Agreement

a. A **tenancy agreement**, in writing, made between **you** and the **tenant**, which is an Assured Shorthold Tenancy Agreement, within the meaning of the Housing Acts 1988 and 1996, or a Short-Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a **tenancy agreement** in which the **tenant** is a limited company. In Northern Ireland, the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy, or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a **tenancy agreement** in which the **tenant** is a limited company, or a **tenancy agreement** or lease of a commercial premises, or  
b. Any other residential tenancy as agreed by **us** in writing.

**Uninsurable Risks**

Wear and tear, depreciation, fungus, rot, **vermin** or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

**United Kingdom**

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

**Unoccupied**

The **property** is deemed to be **unoccupied** when it is not lived in by a **tenant**. **Unoccupancy** is deemed to start from the date that the last **tenant** vacated the **property**, which may pre-date the inception of the insurance granted by this **policy**.

**Valuables**

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

**Vermin**

Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

**You/Your/Yours**

The person(s) as specified in the **schedule**, or in the event of their death, their legally appointed representative.

## Section 1 - Buildings

We cover **your buildings** against loss or damage caused by the following insured perils:

### 1. Fire, smoke, explosion, lightning, or earthquake

#### *Excluding*

- a) loss or damage caused by smog, industrial or agricultural output.

### 2. Storm or flood

#### *Excluding*

- a) loss or damage caused by frost
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- c) loss or damage caused by rising water table levels.

### 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

#### *Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

### 4. Theft or attempted theft caused by violent and forcible entry or exit

#### *Excluding*

- a) Theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) loss or damage caused by deception, unless deception is used solely to gain entry to **your property**.

### 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

### 6. Riot, civil commotion, labour and political disturbances.

### 7. Malicious damage or vandalism

#### *Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) malicious damage or vandalism by any **tenant** or person lawfully on the **property**.

### 8. Subsidence, landslip or heave of the site upon which the buildings stand

#### *Excluding*

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials



- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**.
- g) loss or damage that originated prior to the inception of this **policy**
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

**9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts**

*Excluding*

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences c) loss or damage to aerials, dishes and masts.

**10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property**

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied**, for 60 days or more
- b) loss or damage caused by chipping, denting or scratching
- c) loss or damage to ceramic hobs in free-standing cookers.

**11. Accidental damage to underground pipes, cables and services for which you are responsible**

*Excluding*

- a) loss or damage due to wear and tear or gradual deterioration
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

**12. Loss of rent and/or cost of alternative accommodation incurred by you as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy**

*Excluding*

- a) any amount more than 20% of the **sum insured** on the **buildings**
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 1 of this **Policy**

**13. Increased metered water charges incurred by you, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy**

*Excluding*

- a) any amount more than £750 in any **period of insurance**.

**14. Expenses incurred by you as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of your policy**

*Excluding*

- a) any fees charged in the preparation of a claim.

**15. Expenses incurred by you in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy**

*Excluding*

- a) any amount more than £2,500
- b) loss or damage to the apparatus from which water or oil has escaped.

**ADDITIONAL COVER - ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE**

**16. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section**

*Excluding*

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.

**17. Malicious Damage caused by the Tenants to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section up to £5,000**

*Excluding*

- a) Loss or damage caused by **Uninsurable Risks**.
- b) Loss or damage caused by vermin; fungus; insects or domestic pets.
- c) Loss or damage whilst the **Buildings** are **Unoccupied** for 90 days or more. An additional **Excess** of £250 applies if the **Property** is **Unoccupied** for 45 days or more.
- d) Cost of normal maintenance.
- e) Loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) Loss or damage as a result of any building alterations, renovations or repairs.
- g) Loss or damage if previously specifically excluded from cover.
- h) Any amount recoverable from the **Tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim).
- i) Any loss or damage which is insured by a **Policy** issued to the **Tenant**.

**CONDITIONS THAT APPLY TO SECTION 1 - BUILDINGS**

**Index-linking Clause**

The **sums insured** in Section 1 may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors. No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured and will be shown on the renewal schedule.

## Basis of Claims Settlement

In the event of loss or damage to the **buildings**, we will pay the full cost of reinstatement, if the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, we will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, our liability will:

1. not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the **property**, as stated in the **schedule**.
2. not exceed the **sum insured** for the **property**, as stated in the **schedule**.

*It is your responsibility to ensure that, at all times the buildings sum insured reflects the total cost of reinstatement and associated fees.*

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

## Section 2 - Landlord's Contents

We will cover **landlord's contents** against loss or damage caused by the following insured perils:

1. **Fire, smoke, explosion, lightning, or earthquake**

*Excluding*

- a) loss or damage caused by smog, industrial or agricultural.

2. **Storm or flood**

*Excluding*

- a) **landlord's contents** in the open
- b) loss or damage caused by frost
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- d) loss or damage caused by rising water table levels.

3. **Escape of water or oil from any fixed water or heating installation, apparatus and pipes**

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. **Theft or attempted theft caused by violent and forcible entry or exit**

*Excluding*

- a) theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) any amount more than £500 in respect of **landlord's contents** contained within detached domestic outbuildings and garages
- d) loss of any item whilst in the open.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.
6. Riot, civil commotion, labour and political disturbances.
7. Malicious damage or vandalism

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) malicious damage or vandalism by any **tenant** or person lawfully on the **property**.

8. Subsidence, landslip or heave of the site upon which the **Buildings** stand

*Excluding*

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**
- g) loss or damage that originated prior to the commencement of this insurance
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **landlord's contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

*Excluding*

- a) loss or damage caused by maintenance to trees
- b) loss or damage to aerials, dishes and masts.

10. Costs of alternative accommodation incurred by you, as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy

*Excluding*

- a) any amount more than 20% of the sum insured on the **landlord's contents**.
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 2 of this **policy**.

11. Costs of replacement locks for external doors to the Buildings if your keys are stolen

*Excluding*

- a) thefts not reported to the Police
- b) any amount more than £250.

12. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable, as the owner of the **landlord's contents**, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent

*Excluding*

- a) bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or household
- b) any claim arising directly or indirectly from the transmission of any communicable disease
- c) damage to **property** under **your** custody or control

- d) any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) any claim arising out of the ownership, possession or operation of:
  - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your** property
  - ii) any power operated lift
  - iii) any aircraft or watercraft
  - iv) a caravan, whilst being towed
  - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of pollution or contamination
- g) any claim where **you** are entitled to indemnity under any other insurance
- h) any cost or expense not agreed by **us** in writing.

#### ADDITIONAL COVER -ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

##### 13. Accidental Damage cover to landlord's contents contained within the property in addition to those perils as listed in paragraphs 1 to 9 of this section

###### *Excluding*

- a) loss or damage if previously specifically excluded from cover
- b) loss or damage caused by normal wear and tear
- c) loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) loss or damage caused by cleaning or making repairs or alterations
- e) loss or damage caused by pets
- f) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- g) loss or damage because of mechanical or electrical breakdown.

#### CONDITIONS THAT APPLY TO SECTION 2 - LANDLORD'S CONTENTS

##### Index-linking Clause

The **sums insured** in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent. No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal **schedule**.

##### Basis of Claims Settlement

In the event of loss or damage to **your landlord's contents**, **we** will replace the damaged **landlord's contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **landlord's contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

1. not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **your landlord's contents**, as stated in the **schedule**.
2. not exceed the **sum insured** for **your landlord's contents**, as stated in the **schedule**.

***It is your responsibility to ensure that, at all times the landlord's contents sum insured reflects the total cost of replacement as new.***

**We** will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord's contents** of **your property** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

## Section 3 - Landlord's Legal Liability

1. **Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, arising directly because of your ownership of the property, including defence costs and expenses incurred with our prior consent**

### *Excluding*

- a) bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or household
- b) any claim arising directly or indirectly out of the transmission of any communicable disease
- c) damage to **property** under **your** custody or control
- d) any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) any claim arising out of the ownership, possession or operation of:
  - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
  - ii) any power operated lift
  - iii) any aircraft or watercraft
  - iv) a caravan, whilst being towed
  - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- g) any claim arising out of pollution or contamination
- h) any claim, if **you** are entitled to indemnity under any other insurance
- i) any cost or expense not agreed by **us** in writing.

This **policy** includes **your** landlord's legal liability under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for injury to a third party, or loss or damage to third party property arising from a defect in **your property**, including defence costs that **we** have agreed in writing to pay.

2. **Accidents to Domestic Employees subject to a limit of indemnity of £5,000,000 for damages and claimants' costs and expenses which you become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee in connection with any one claim or series of claims made against you arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.**

### *Excluding*

- a) liability arising directly or indirectly from the transmission of any communicable disease or virus by **you**
- b) any agreement unless **you** would have been liable had the agreement not been made
- c) any claim or other proceedings against **you** lodged or prosecuted in a court outside the **United Kingdom**
- d) liability arising from any business or profession
- e) liability for death of, bodily injury to, or illness or disease of any member of **your** family
- f) liability for which compulsory insurance or security is required by any road traffic legislation.

## General Conditions – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### Duty of Care

You must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night.

### Changes in Circumstances

You must notify **your agent** immediately of any change in **your** circumstances and:

1. the use of **your property**, for example you start residing in the **property**
2. the type of **tenant** occupying the **building**
3. if the **property** becomes **unoccupied** for more than 30 days
4. the cost of rebuilding **your property** or replacing **your landlord's contents**
5. if you decide to convert, extend or renovate **your property**.

### Unoccupancy

1. The **Building** must be internally and externally inspected by you at least once every 14 days and a written log kept of those inspections.
2. Whilst inspecting the **building** all waste (including accumulation of mail), combustible materials and gas bottles, either within or outside the **building** must be removed.
3. During the period 1st November to 31st March you must immediately ensure that the gas and water system must be turned off and drained at the mains or any heating system in place must be set at a continuous minimum temperature of 14 degrees Celsius.

Failure to comply with the above conditions may affect **your** eligibility to make a claim under this insurance.

### Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

### Other Insurance

If you have any other insurance which covers the same loss, damage or liability, we will only pay our share of any claim.

### Fraudulent/False Claims

If you or anyone acting for you makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sending us or anyone acting on our behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage you caused deliberately or
- Acting dishonestly or exaggerating a claim

### We;

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

If we exercise our right under (c) above, we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim. We will not return any of the premiums paid.

## General Exclusions - APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

- a) **Radiation**  
Any direct or indirect consequence of:  
Irradiation, or contamination by nuclear material; or  
  
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or  
  
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- b) **War**  
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- c) **Terrorism**  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- d) **Deliberate Act**  
Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.
- e) **Existing Damage**  
Loss or damage occurring prior to the commencement of **Your** insurance **Policy**.
- f) **Sonic Pressure**  
Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
- g) **Consequential Loss**  
**Consequential Loss** as a result of any claim under this **Policy**.
- h) **Wear and Tear**  
Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
- i) **Electronic Data**  
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.  
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.  
  
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- j) **Motor Vehicles**  
Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.
- k) **Domestic Pets** Loss or damage caused by domestic pets, insects or vermin.



## Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

If **you** have a complaint regarding the sale or service of **your** policy, please contact the administrator or agent who arranged the insurance for **you**.

If **your** complaint is about the handling of a liability claim, please contact:

Langleys Solicitors LLP  
Queens House  
Micklegate  
York  
YO1 6WG  
Tel: 01904 686790  
Email: [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com)

If **you** have a complaint about the handling of a claim, please contact:

Innovation Group,  
Kingsway House,  
Burnley,  
BB11 1BJ  
Tel: 0343 2277 276  
Email: [propertyclaims@innovation.group](mailto:propertyclaims@innovation.group)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference **03802**.

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with **our** Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of our receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## Regulatory Information

### GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If Great Lakes Insurance SE cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

### UK GENERAL INSURANCE LTD PRIVACY NOTICE

**We** are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

#### What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### Privacy Notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.