

Apr 2021

Residential Property Owners

Policy



Welcome to **your** Alan Boswell Group Residential Property Owners policy.

Cover under this policy is underwritten by Covea Insurance plc and administered and serviced by The Alan Boswell Group.

This is **your** Residential Property Owners Policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the Policy **schedule** and recorded in **your** statement of fact.

Please read the Policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact The Alan Boswell Group if **you** have any questions or if **you** wish to make any adjustments.

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Contact Numbers

Claims

You can contact [The Alan Boswell Group](#) on **01603 218 099** and they will be glad to help **you**. Please visit their website for further guidance www.alanboswell.com.

For claims outside of normal working hours please contact [Covéa Insurance Commercial Careline](#) on **0330 024 2266**.

See pages 34-37 for full details of how to make a claim and how **we** settle **your** claim.

Covéa Insurance Commercial Careline is a UK-based service.

Our staff are highly trained and can confirm whether **your** policy covers **you** for the incident.

Please have **your** policy number to hand when phoning.

In the event of **you** wishing to make a claim **you** must follow the procedures **we** have detailed in this policy, failing which **we** will not be liable for **your** claim.

Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice on any Business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone **0161 603 2203** and quote **Your** policy number shown on **Your** policy Schedule. Advice given to **You** will be confirmed in writing where necessary.

Meaning of Words

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

Bodily injury

Death, illness, injury or disease.

Buildings

The **property** and

- its **fixtures and fittings**;
- central heating fuel tanks and meters (but not the contents of the meter);
- cesspits and septic tanks;
- drives, fences, gates, hedges, lampposts, paths, patios, railings, terraces and walls;
- fitted carpets, laminate, vinyl and wooden floor coverings;
- fixed hot tubs and jacuzzis;
- greenhouses and sheds;
- hard tennis courts, fountains, ornamental ponds and sunken swimming pools;
- wind turbines and solar panels permanently fixed to the **property**;

all situated at the risk address shown on **your** Policy **schedule**.

Buildings does not include land, plants, shrubs and trees.

Contents

- aerials, masts, satellite dishes and their fittings;
- appliances;
- **fixtures and fittings** and other structural items for which **your** lease agreement makes **you** legally responsible;
- furniture and furnishings;
- household goods;

all belonging to **you** as landlord for the use of **your tenant** or for the use in connection with the maintenance of the **property** whilst at the risk address shown on **your** Policy **schedule**.

Contents does not include

- aircraft, bicycles, caravans, motor vehicles, trailers, watercraft and their accessories;
- any part of the structure, decorations or **fixtures and fittings** other than those items for which **your** lease agreement makes **you** legally responsible;
- documents and money;
- property and tools used for business purposes;
- property belonging to any **tenant**;
- property in the open;
- property stored by **you** in the **property** that is not for the use of **your tenant**.

Meaning of Words

continued

Employee

- (a) Any person under contract or service apprenticeship with **you**.
- (b) Any person who is hired or borrowed by **you**.
- (c) Any person engaged under a work experience or training scheme.
- (d) Any labour master or person supplied by him.
- (e) Any labour only sub-contractor or person employed by him.
- (f) Any self-employed person working on a labour only basis under the control or supervision of **you**.
- (g) Any voluntary worker.

While working for and under the control or supervision of **you** in connection with **your** business as a landlord.

Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Endorsement

Any change to the terms of the policy or the acceptance of the insurance cover provided which will be shown on **your** Policy **schedule**.

Excess

The amount set out in the Policy **schedule** or specified in the relevant section of this Policy Booklet, which is the first part of the claim which **you** will be responsible for.

There are three types of **excess** as follows:

- policy **excess**: This is the standard **excess** which is applied to all policies and forms part of the policy terms.
- voluntary **excess**: This is selected by **you** and applied in addition to the policy and compulsory **excess**.
- compulsory **excess**: Applied by **us**.

Fixtures and fittings

- Built-in furniture;
- Built-in domestic appliances;
- Fixed glass and sanitary ware;
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters;
- Fitted carpets, curtains, blinds and domestic white goods whether fitted or not;
- Radio and television receiving aerials, including satellite dishes, their fittings and masts fixed to the **property** shown on **your** **schedule**.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Meaning of Words

continued

Landslip

Downward movement of sloping ground.

Period of insurance

The period shown in **your** Policy **schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

Premises

The **buildings** and the land within the boundary belonging to them.

Property

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

Redecoration

- installation, repair or replacement of **fixtures and fittings**;
- internal decorating, painting and tiling;
- internal joinery and plastering;
- window replacement.

Rent

The amount paid or payable to **you** for the use of the **property** and its services as stated in the tenancy agreement.

Schedule

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

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Tenant

The person or persons legally occupying the **property** as stated in the tenancy agreement.

United Kingdom

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

Unfurnished

Without enough furniture and furnishings for normal living purposes for more than 90 consecutive days.

Unoccupied

Whenever the whole of the **property** is without a **tenant** in authorised residence for more than 90 consecutive days.

We, us or our

Covea Insurance plc.

You or your

The person or people shown in **your schedule** as the insured.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc.
Registered in England and Wales No. 613259.
Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA’s website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

We and The Alan Boswell Group are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if either **we** or The Alan Boswell Group cannot meet **our** obligations. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone: 0207 741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as “sensitive personal information”, **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.

Customer Information

continued

- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover

- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

Customer Information

continued

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer , Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Complaints Procedure

Our Service

We and The Alan Boswell Group will always endeavour to provide the highest level of customer service to **you**.

The Alan Boswell Group's Procedure

If **you** feel that they have failed to maintain the highest level of customer service to **you** then this document outlines the procedure they will use to promptly and fairly deal with any issue **you** raise. Providing **you** with a copy of this procedure before they have had an opportunity to carry out an investigation does not infer any liability on their part.

Please note that The Alan Boswell Group record and monitor all complaints centrally to ensure

the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

You may register **your** complaint by telephone, face-to-face or in writing including fax and email but whichever method of communication **you** choose The Alan Boswell Group will give each the same level of importance. However, please note that their preferred option is email to ensure a quicker documented service.

E: insurance@alanboswell.com

Alan Boswell, Harbour House, 126 Thorpe Road, Norwich, NR1 1UL
Phone: 01603 218 000

What The Alan Boswell Group need to know

The Alan Boswell Group need **you** to help them by summarising the problem, policy(ies) affected and the resolution **you** expect. Please ensure whenever possible that **you** quote any customer reference number.

What The Alan Boswell Group will do

The Alan Boswell Group will follow the rules and guidelines of the Financial Conduct Authority. The minimum standard **you** should expect from The Alan Boswell Group is as follows:

- The Alan Boswell Group will do everything they can to resolve **your** complaint as soon as they receive it, responding in a calm and courteous manner.

Customer Information

continued

- Occasionally, for more complex cases The Alan Boswell Group need more time to investigate **your** concerns. In such cases they aim to acknowledge the complaint within 5 business days, telling **you** the name of the person dealing with it as well as providing an indication of when they expect it to be resolved.
- The Alan Boswell Group will ensure that any employee involved in the matter giving rise to the complaint will not be directly involved in its resolution.
- If The Alan Boswell Group cannot resolve the matter within 8 weeks they will write explaining why and point out the next steps available to **you**. The complaint will be reviewed impartially by a manager.
- In advising **you** of the outcome The Alan Boswell Group will provide an explanation of their position clearly and in plain language. All final responses are signed off at manager or director level.
- If The Alan Boswell Group agree to pay any redress compensation, they will do so promptly.

Covéa Insurance's Procedure

If the complaint concerns **us** The Alan Boswell Group will make sure **your** complaint is passed to **us** in order to respond to **you** quickly. However, if **you** wish to contact **us** directly please use the following details quoting **your** policy or claim number.

Customer Relations
Covéa Insurance
Norman Place
Reading RG1 8DA
Telephone: 0330 221 0444
www.coveainsurance.co.uk
email:
customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet "Complaints Procedure" which is available on request or may be downloaded from **our** website at www.coveainsurance.co.uk/complaints

You may be eligible to refer **your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **your** complaint is eligible when **you** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
www.financial-ombudsman.org.uk
email:
complaint.info@financial-ombudsman.org.uk

How to Cancel your Policy

If **you** do not want to accept the policy **you** have the right to cancel it within 14 days from the date of purchase of **your** policy or the day **you** receive **your** policy documentation,

Customer Information

continued

whichever is later. To do this **you** must return the policy documentation to The Alan Boswell Group when giving **your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **we** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**. **We** will also do this if **you** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting The Alan Boswell Group.

If **you** cancel **your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with **us**, all outstanding monies must be paid to **us** as described in **your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **period of insurance**, **we** will refund the premium for the exact number of days left on the policy.

For **our** rights to cancel **your** policy please refer to Conditions applicable to all Sections. Item 14. **Our** Rights to Cancel the Policy of this Policy Booklet.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **we** agree in writing with **you** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **you** have **your** principal residency. If there is any dispute, the law of England and Wales shall apply.

Index Linking

The **buildings** sum insured is automatically adjusted in line with changes in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or an alternative appropriate index. The **contents** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index.

You will be told at each renewal date of the revised sums insured.

Introduction

Each section of this Policy, the schedule and any endorsements, together with this Introduction, Customer Information and the Meaning of Words, Conditions and Exceptions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **schedule**, and Policy **endorsements**, or this Introduction, the Customer Information and the Meaning of Words, Conditions and Exceptions shall have the same meaning throughout the Policy unless **we** state otherwise
2. an individual section or any section **endorsements** shall only have the same meaning throughout such section or **endorsement** unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted in bold text within the Policy Booklet.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the Policy, in respect of loss, damage or liability or pay other benefits which fall within the operative sections of this Policy, provided that the loss, damage or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the business.

The **schedule** shows the sections of the Policy that are operative.

IMPORTANT

This Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or statement of fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

You should keep a written record (including copies of letters) of any information **you** give **us** or The Alan Boswell Group.

Conditions

You must comply with these conditions. They control the operation of the policy cover.

1. Taking Care

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

2. Alteration in Risk

You or The Alan Boswell Group must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this Policy, which materially affects the risk of injury, loss, damage or liability which would fall within the Policy cover. This includes but is not limited to alterations to the business or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the Policy in accordance with Condition 14. Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus insurance premium tax. If an alteration creates a lower premium, **we** will refund any difference, except for the first **£10** or any difference which is less than **£10** plus insurance premium tax, which will be retained to cover administrative costs.

For example **we** need to know:

- (a) of a change of risk address;
- (b) if the **property** becomes **unoccupied** or **unfurnished**;
- (c) if the **property** is let to the Local Authority or Council or a Housing Association or a Charitable Organisation;
- (d) if the **property** is occupied by more than 6 unrelated **tenants**;
- (e) if the terms and/or conditions of the tenancy agreement relating to the **property** are changed;
- (f) if the **property** is being used for business or professional purposes, other than for the purpose of letting;
- (g) if the **property** is undergoing structural alteration, structural repair, restoration or renovation;
- (h) if the **property** is not in a good state of repair;
- (i) if the rebuilding cost of the **property** or the replacement values of the **contents** exceed the sums insured shown in **your** Policy **schedule**;
- (j) if **you** are convicted of or receive a police caution for any offence other than driving offences.
- (k) if **you** have been declared bankrupt or are subject to bankruptcy proceedings;
- (l) if any of the information provided and recorded in the statement of fact has changed.

Conditions

continued

If **you** fail to tell **us** about an alteration in risk, **we** may:

- (a) terminate the Policy back to the date when the alteration occurred, if **we** would have cancelled the Policy had **you** told **us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the Policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the Policy had **you** told **us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** told **us** about the alteration in risk. For example, if the premium which **you** actually paid is **70%** of the premium **we** would have charged, **we** will only pay **70%** of any claim.

3. Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this Policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **us** in a way which is not clear and accessible, **we** may avoid this Policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **we** would not have entered into this Policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this Policy **we**:

- (a) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this Policy, or agreed to make changes

Conditions

continued

to **you** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- (i) proportionately reduce the amount payable in respect of a claim; and/or
- (ii) treat the Policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the Policy had **you** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is **70%** of the premium **we** would have charged, **we** will only pay **70%** of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that

particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

4. Fraudulent Claims

For the purposes of this Condition the definition of '**you or your**' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- (a) will not pay the claim;
- (b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- (c) may notify **you** that **we** are treating this Policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this Policy as having terminated, **you** will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the Insured, this condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Conditions

continued

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury

5. Untenanted Property

Whenever the **property** is untenanted for more than 14 consecutive days then **you** must:

- (a) inspect the **property** internally at least once a week;
- (b) during the months of October to March inclusive turn off the water at the mains and drain the system or leave the central heating system in full operation to maintain a minimum temperature of at least 10° Celsius throughout the **property**;
- (c) put all security devices for securing external doors, windows and fanlights into full and effective operation.

6. Unoccupancy

If **you** know that **your property** is not going to be lived in by a **tenant** for more than 90 days in a row, **you** must advise The Alan Boswell Group immediately, in order to provide **us** with the opportunity to review the risk.

When **your property** is not lived in by a **tenant** for more than 90 days in a row **we** will regard **your property** as **unoccupied**. In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply. Regular visits to the **property** externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the **property** and the restrictions on the policy will apply.

7. Building work

If **you** are planning to have any structural work undertaken at **your property**, for example an extension, demolishing any walls, renovation or any form of building work, **you** must tell The Alan Boswell Group or **us** about any plans at least 7 days before the work commences.

We will then assess the risk and provide any terms to the policy **we** deem necessary. **We** will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

You do not need to inform The Alan Boswell Group or **us** if **you** are undertaking **re-decoration**.

8. Other Insurance

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

Conditions

continued

9. Joint Insured

If more than one insured is named on the Policy **schedule**, either named insured may amend the policy, submit a claim or discuss an existing claim with **us**. If an insured named on the Policy **schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

10. Personal Representatives

If **you** die **we** will continue this insurance for the interest of **your** personal representatives for the rest of the current **period of insurance** provided that they:

- (a) advise **us** as soon as possible of **your** death;
- (b) fulfil, observe and be subject to all the terms of this policy as far as they can apply.

11. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

12. Maintenance/Safety Requirements

As the landlord of a residential property **you** have a duty of care to **your tenant** and are

required to comply with relevant Health and Safety legislation. It is a condition of this policy that **you** adhere to all relevant legislation.

All gas and electric appliances and installations at the **property** must be regularly inspected by **you** or a responsible person acting on **your** behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/work undertaken should be kept to produce to **us** upon request.

13. Claims

It is a condition precedent to **our** liability that when circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell The Alan Boswell Group or **us** as soon as reasonably possible;
- tell the local police as soon as **you** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**;
- take all reasonable steps to recover any property which has been lost;
- send **us** at **your** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

You must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;

Conditions

continued

- abandon any property to **us** unless **you** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

We will not pay any claims under this policy unless **you** have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

For further information please refer to How to make a claim and How **we** settle **your** claim sections of this Policy Booklet.

14. Our Rights to Cancel the Policy

We or any agent appointed by **us** and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

1. not
 - (a) paying a premium when it is due
 - (b) co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - (c) exercising **your** duty of care as required under the Taking Care condition in the Conditions section of this Policy Booklet and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** latest address.
2. use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with **us** to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to **us** as described in **your** Loan Agreement.

For **your** rights to cancel the policy please refer to Customer Information How to Cancel **Your** Policy section of this Policy Booklet.

Conditions

continued

15. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country

Exceptions

Exceptions are the events, liabilities or property **we** do not cover under the policy.

We will not pay for:

1. War Risks

Any loss, damage, **bodily injury** or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

2. Radioactive Contamination

Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **bodily injury** caused to any **employee of yours** if such **bodily injury** arises out of and in the course of employment or engagement of such person by **you** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **you** under agreement and which would not have attached in the absence of such agreement.

3. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

4. Sonic Booms

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

Exceptions

continued

5. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

6. Deliberate Acts

Loss, damage, **bodily injury** or liability caused deliberately, maliciously, wilfully, recklessly or through the criminal act of **you** or **your employees**.

7. Business Property and Legal Liability

- (a) loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession other than as property owner.
- (b) any legal liability arising directly or indirectly from any business, trade or profession, other than as property owner.

8. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **property**.

9. Electronic Risk

(not applicable to Section A – Buildings – 21. Property Owners' Liability and 22. Employers' Liability and Section B – Contents – 12. Legal

Liability and 13. Employers' Liability if insured by this policy)

- (a) Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **computer system**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exceptions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **defined perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the data storage device of a **computer system** insured under this policy sustains physical damage causes by a **defined**

Exceptions

continued

peril which results in damage to or loss of **data** stored on that hardware or the **data** storage device, then the damage to or loss of such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** shall only be the costs of reproducing **data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **data**, but does not include the value of the **data to you** or any other party even if such **data** cannot be recreated, gathered or assembled.

For the purposes of this Exception the following Definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects,

windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

10. Reduction in Value

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

11. Events Before the Policy Started

Any loss, damage, **bodily injury** or liability arising out of any accident or incident that happened before this policy started.

12. Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism. For the purpose of this exception an act of terrorism means preparing, threatening or actually using biological, chemical and/or nuclear force.

13. Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

14. General Exceptions

Any loss, damage or liability caused by or arising from:

- the **property** undergoing demolition, structural alteration, structural repair, restoration, renovation or any building work;
- a lack of maintenance;

Exceptions

continued

- faulty design or workmanship or the use of faulty materials;
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, foxes, mice, pigeons, rats, squirrels, fungus or mildew;
- pets or domestic animals;
- atmospheric or climatic conditions or frost (except as covered by Section A – Buildings paragraph 11 Frost Damage).

15. Communicable Disease

(not applicable to Section A – Buildings – 21. Property Owners’ Liability and and 22. Employers’ Liability and Section B – Contents - 12. Legal Liability and 13. Employers’ Liability if insured by this policy)

- (a) Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
- (i) a **communicable disease**; or
 - (ii) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above Exception includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **communicable disease**; or
 - (b) any property insured hereunder that is affected by such **communicable disease**,

and

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **communicable disease**.
- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **you** establish that such physical loss, destruction or damage was directly caused by:
- (i) Terrorism (as defined in this policy), or
 - (ii) a **defined peril** as described below where specifically insured by this insurance.

All other terms, Conditions and Exceptions of the insurance remain the same.

Exceptions

continued

For the purposes of this Exception the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or

ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Policy Cover

Section A – Buildings

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
Loss or damage to buildings caused by:	The excess which is shown on your Policy schedule .
1. Fire, explosion, lightning or earthquake	
2. Smoke	
3. Riot, civil commotion, strikes, labour or political disturbances	
4. Malicious Acts	Loss or damage caused while the property is unoccupied or unfurnished . The first £1,000 of each incident of loss or damage caused by legal tenants or guests.
5. Storm or flood	Loss or damage: <ul style="list-style-type: none">• caused by frost;• to gates, hedges and fences;• caused by a rise in the water table or other gradually occurring cause.

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;</p> <p>(b) Oil escaping from any fixed domestic heating installation.</p>	Loss or damage caused while the property is unoccupied or unfurnished .
<p>7. Theft or attempted theft, following forcible and violent entry to or from the property</p> <p>Where loss is caused by legal tenants, guests or other persons lawfully on the premise the most we will pay is £5,000 less any amount recoverable from any security deposit lodged by the tenant</p>	Loss or damage caused: <ul style="list-style-type: none">• while the property is unoccupied or unfurnished.• loss or damage or liability caused as a result of the property being used for illegal activities
<p>8. Collision by:</p> <p>(a) Aircraft or other aerial devices or items dropped from them;</p> <p>(b) Vehicles or animals.</p>	<p>(b) Loss or damage caused by pets and livestock.</p>
<p>9. (a) Falling aerials (including satellite dishes) their fittings and masts;</p> <p>(b) Falling trees or branches.</p> <p>We will also pay the cost of removing them if they have caused damage insured by this section to the buildings.</p>	

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip</p>	<p>The first £1,000 of each claim.</p> <p>Damage caused by or resulting from:</p> <ul style="list-style-type: none">• coastal or river erosion;• faulty design, workmanship or the use of defective materials;• demolition, structural alteration or repair to the buildings;• the movement of solid floor slabs unless the foundations beneath the external walls of the property are damaged at the same time and by the same cause;• the bedding down of new structures, settlement, shrinkage or expansion;• the action of chemicals or chemical reaction. <p>Damage:</p> <ul style="list-style-type: none">• to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the property is damaged at the same time and by the same cause;• for which compensation is provided by the National House Building Council Scheme, or other similar guarantee.
<p>11. Frost Damage Frost damage to interior fixed domestic water or heating installations in the property.</p>	<p>Damage caused while the property is unoccupied or unfurnished.</p>
<p>12. Glass, Sanitary Ware and Ceramic Hobs Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass and sanitary ware all forming part of the property.</p>	<p>Breakage caused while the property is unoccupied or unfurnished.</p>

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
The following covers are also included in this Section	
<p>13. Cables, Pipes and Tanks</p> <p>Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the property.</p>	<p>The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.</p> <p>Damage caused to pitch fibre drains and by any inherent defect in the design, construction or installation of the drains.</p>
<p>14. Trace and Access</p> <p>Following damage insured by paragraph 6 we will also pay the costs you incur in locating the source of and subsequently making good the damage up to £5,000.</p>	
<p>15. Additional Costs</p> <p>Following damage insured by this section with our consent we will pay:</p> <ul style="list-style-type: none">• the costs of complying with any government or local authority requirement;• fees to architects, surveyors and consulting engineers;• legal fees;• the cost of clearing the site and making it and the property safe.	<p>Costs or fees for preparing and handling a claim under this section.</p> <p>Costs of complying with requirements that you were given notice of before the damage occurred.</p> <p>Costs for undamaged parts of the buildings except the foundations of the damaged parts.</p>

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>16. Temporary Accommodation and Loss of Rent</p> <p>If your property is uninhabitable due to damage insured by this section we will pay for:</p> <ul style="list-style-type: none">• the reasonable extra cost of similar temporary accommodation for the tenant; <p>or</p> <ul style="list-style-type: none">• rent which should have been paid to you; until the property is fit for habitation again. <p>The most we will pay is 33.3% of the buildings sum insured by this section.</p>	
<p>17. Moving property</p> <p>If you are selling the property we will insure the buyer under this section between the date of exchange of contracts, or conclusion of missives, and the completion date unless the buyer has arranged his own insurance.</p> <p>In order for this cover to apply, formal completion must have taken place. You and the buyer must keep to the terms and conditions of this policy.</p>	

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>18. Emergency Access/Landscape Gardens</p> <p>Loss or damage to the buildings or landscaped gardens or grounds within your premises caused by a member of the emergency services breaking into the property to prevent loss or damage to your property or to rescue residents.</p> <p>The most we will pay is £1,000.</p>	
<p>19. Replacement of Locks</p> <p>The insurance by this section extends to cover costs incurred as a result of the necessary replacement of locks at the property described in the schedule following theft of keys from the insured.</p> <p>The most we will pay is £1,000.</p>	
<p>20. Unauthorised use of Electricity Gas or Water</p> <p>The insurance by this section extends to include the cost of metered electricity gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the property without your authority.</p> <p>Provided that you shall take all practical steps to terminate such unauthorised use as soon as it is discovered.</p> <p>The most we will pay is £1,000.</p>	

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>21. Property Owners' Liability</p> <p>We will indemnify you in respect of your legal liability:</p> <p>(a) as owner but not occupier of the buildings and their land;</p> <p>or</p> <p>(b) resulting from your previous ownership of any private property under Section 3 Defective Premises Act 1972;</p> <p>for damages, costs and expenses if followed an accident during the period of insurance someone suffers bodily injury or their property is damaged.</p> <p>The most we will pay for any claim or claims arising from one event is £5,000,000 plus costs agreed by us in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none">• any contract or agreement that says you or a member of your family are liable for something which you or they would not otherwise have been liable for;• the occupation of the buildings;• any business or professional use of the buildings other than in your capacity as owner of the property. <p>Liability for:</p> <ul style="list-style-type: none">• bodily injury to you or to a person employed by you;• property belonging to you or for which you are responsible. <p>Liability directly or indirectly caused by or consisting of or arising from:</p> <ul style="list-style-type: none">• authorised or unauthorised transmission of electronic data• the content of any website, your email, intranet or extranet• erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
	<ul style="list-style-type: none">• failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.
<p>22. Employers' Liability We will indemnify you for any amount that you are legally liable to pay as compensation for bodily injury (including death, disease or illness) to your employees. The cause of bodily injury must arise during the period of insurance and from the work they are employed to do in connection with your business as a landlord within the United Kingdom. The most we will pay for any claim or claims arising from one event is £10,000,000 plus costs agreed by us in writing.</p>	<p>Any damages in respect of liability for which compulsory motor insurance or security is required under any compulsory road traffic act legislation.</p>

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>23. Accidental Damage</p>	<p>Any loss or damage shown as not insured under paragraphs 1-13 of this section.</p> <p>Cost of maintenance or routine decoration.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none">• the property is unoccupied or unfurnished;• the property is undergoing demolition, structural alteration or structural repair. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none">• insects, parasites, vermin, fungus or mildew;• chewing, scratching, tearing or fouling by pets;• atmospheric or climatic conditions or frost (except as covered by paragraph 11);• alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown;• faulty design or workmanship or the use of faulty materials;• structural movement, settlement, shrinkage;• any gradually occurring damage.

Policy Cover

Section B – Contents

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>Loss or damage to contents which you own or which you are legally responsible for whilst in the property:</p> <p>Caused by:</p>	<p>The excess which is shown on your schedule under all paragraphs of this section except paragraph 11.</p>
<p>1. Fire, explosion, lightning or earthquake</p>	
<p>2. Smoke</p>	
<p>3. Riot, civil commotion, strikes, labour or political disturbances</p>	
<p>4. Malicious acts</p>	<p>Loss or damage caused while the property is unoccupied.</p> <p>The first £1,000 of each incident of loss or damage caused by legal tenants or guests.</p> <p>Any amount exceeding £2,500 in respect of any claim in respect of loss or damage in or from sheds, greenhouses, summerhouses, outbuildings or garages.</p>
<p>5. Storm or flood</p>	<p>Loss or damage caused by a rise in the water table or other gradually occurring cause.</p>

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;</p> <p>(b) Oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused while the property is unoccupied.</p>
<p>7. Theft or attempted theft following forcible and violent entry to or from the property</p> <p>Where loss is caused by legal tenants, guests or other persons lawfully on the premise the most we will pay is £5,000 less any amount recoverable from any security deposit lodged by the tenant</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none">• while the property is unoccupied.• loss or damage or liability caused as a result of the property being used for illegal activities <p>Any amount exceeding £2,500 in respect of any claim in respect of loss or damage in or from sheds, greenhouses, summerhouses, outbuildings or garages.</p>
<p>8. Collision by:</p> <p>(a) Aircraft or items dropped from them or other flying objects;</p> <p>(b) Vehicles or animals.</p>	<p>(b) Loss or damage caused by pets and livestock.</p>
<p>9. (a) Falling aerials (including satellite dishes) their fittings and masts;</p> <p>(b) Falling trees or branches.</p>	

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip</p>	<p>Damage caused by or resulting from coastal or river erosion.</p>
<p>11. Temporary Accommodation and Loss of Rent</p> <p>If your property is uninhabitable due to damage insured by this section we will pay for:</p> <ul style="list-style-type: none">• The reasonable cost of similar temporary accommodation for the tenant; <p>or</p> <ul style="list-style-type: none">• rent which should have been paid to you; until the property is fit for habitation again. <p>The most we will pay under this section is the amount shown on the Policy schedule</p>	

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>12. Legal Liability</p> <p>We will indemnify you in respect of legal liability as owner of landlord's contents at the property insured by this section, for damages and claimant's costs arising in connection with accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during the period of insurance.</p> <p>The most we will pay for any claim or claims arising from one event is £5,000,000 plus costs agreed by us in writing.</p> <p>We will also pay legal costs and expenses agreed by us.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none">• bodily injury to you or a member of your family or to a person employed by you or a member of your family;• damage to property owned or held in trust by or in the custody or control of you;• any contract or agreement that says that you are liable for something which you would not otherwise have been liable for;• ownership of any land or building including the property;• the ownership, custody, control or use of:<ul style="list-style-type: none">– road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs);– caravans, horse boxes or trailers;– aircraft, hangliders, hovercraft, watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by you or a member of your family) or parts or accessories designed for or intended for use on or in any of them;– animals other than domestic pets and horses kept for private hacking;– dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amendment;– firearms, except legally-held sporting guns while being used for sporting purposes.

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
	<p>Liability directly or indirectly caused by or consisting of or arising from:</p> <ul style="list-style-type: none">• authorised or unauthorised transmission of electronic data• the content of any website, your email, intranet or extranet• erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality• failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.
<p>13. Employers' Liability We will indemnify you for any amount that you are legally liable to pay as compensation for bodily injury (including death, disease or illness) to your employees. The cause of bodily injury must arise during the period of insurance and from the work they are employed to do in connection with your business as a landlord within the United Kingdom. The most we will pay for any claim or claims arising from one event is £10,000,000 plus costs agreed by us in writing.</p>	<p>Any damages in respect of liability for which compulsory motor insurance or security is required under any compulsory road traffic act legislation.</p>

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>14. Accidental Damage</p>	<p>Any loss or damage shown as not insured under paragraphs 1-10 of this section.</p> <p>Cost of maintenance or routine decoration.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none">• the property is unoccupied or unfurnished;• the property is undergoing demolition, structural alteration or structural repair. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none">• insects, parasites, vermin, fungus or mildew;• chewing, scratching, tearing or fouling by pets;• atmospheric or climatic conditions or frost;• alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown;• faulty design or workmanship or the use of faulty materials;• structural movement, settlement, shrinkage;• any gradually occurring damage.

How to make a claim

1. Check the policy booklet and **your** policy **schedule** to see which section **you** are covered for.
2. **You** can contact [The Alan Boswell Group](#) on **01603 218 099** and they will be glad to help **you**. Please visit their website for further guidance www.alanboswell.com.

For claims outside of normal working hours please contact [Covéa Insurance Commercial Careline](#) on **0330 024 2266**.

Please have the following information to hand before **you** contact The Alan Boswell Group or Covéa Insurance Commercial Careline:

- Policy number;
- Name and home postcode;
- Nature of problem;
- Police incident number (if **you** are a victim of theft, malicious damage or vandalism at the **property**);
- Approximate cost to replace/repair the item.

We will register the claim from the details **you** provide and tell **you** what to do next.

3. If **you** are a victim of theft, malicious damage or vandalism at the **property**, tell the police or issuing authority first and request an incident number. It would be helpful if **you** have an approximate cost to replace/repair the item(s) **you** would like to claim for.

4. Do not admit fault if **you** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to Covéa Insurance, Norman Place, Reading RG1 8DA.

Covéa Insurance exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please refer to the Conditions as set out on pages 12-17 and the Exceptions on pages 18-19 of this Policy Booklet. Please also refer to how **we** settle **your** claim on pages 35-37.

How we settle your claim

This section details how **we** settle claims under **your** policy. The most **we** will pay for any one claim is the amount shown on **your** policy **schedule** unless a more specific limit applies.

We will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

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

- in the Conditions;
- in the Exceptions;
- under **We** will not pay for in the Policy Cover for Section A - Buildings and Section B – Contents.

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

Day One - Basis of Settlement (Only applicable if Day One Cover Option mentioned on the Schedule)

For each Item of **Buildings** to which this clause applies (as stated in the **Schedule**) subject to the following Special Conditions the basis upon which the amount payable is calculated:

For this purpose ‘**Declared Value**’ is defined as:

Your assessment of the cost of **Reinstatement** of the **Buildings** at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in as far as the insurance provides allowance for:

- (a) the additional cost of **Reinstatement** to comply with public authority requirements
- (b) professional fees
- (c) debris removal costs

For this purpose ‘**Reinstatement**’ is defined as:

- (a) the rebuilding or replacement of property subject to **Damage** which, provided **Our** liability is not increased, may be carried out:
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site

The premium is based on the **Declared Value** (shown in the **Schedule**).

The amount payable under this Clause in respect of **Buildings** will be the cost of **Reinstatement** of the property sustaining **Damage**.

How we settle your claim

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Special Conditions

1. At the inception of each **Period of Insurance** **You** will notify **Us** of the **Declared Value** of the **Buildings**. In the absence of such declaration the last amount declared adjusted to reflect **Index-Linking** will be taken as the **Declared Value** for the ensuing **Period of Insurance**

2. In respect of each Item to which this Clause applies the condition of **Average** is amended to read:

For this purpose **Average** is defined as: If at the time of any loss the total sum insured specified in the **Schedule** is less than the total value of the **Property Insured**, **We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

If at the time of **Damage** the **Declared Value** of an Item for **Buildings** is less than 85% of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**

3. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable if the property been wholly destroyed

4. No payment beyond the amount which would have been payable in the absence of this Clause will be made:
- (a) unless **Reinstatement** commences and proceeds without unreasonable delay
 - (b) until the cost of **Reinstatement** has actually been incurred
 - (c) if at the time of **Damage** the **Buildings** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of **Reinstatement**
 - (d) if **You** do not comply with any of the provisions of this Clause

Our liability in respect of each Item for **Buildings** will not exceed the sum insured stated in the **Schedule**.

Section A – Buildings

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. immediately before the incident giving rise to the loss or damage:
 - (a) the **buildings** were in a good state of repair and properly maintained;
 - (b) the sum insured shown on **your** **schedule** was sufficient to allow for the

How we settle your claim

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full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the additional costs as set in Section A – Buildings, paragraph 15 Additional Costs.

If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, make a deduction for wear and tear, refuse to pay **your** claim and/or cancel the policy.

2. The reinstatement or repair is carried out without delay. If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

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

We treat each individual item of matching sets, suites, **fixtures and fittings** or other articles of a similar nature, design or colour, as a single item.

We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

If a carpet, wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged carpet or floor covering. **We** will not pay for undamaged carpets or floor coverings in adjoining rooms even if they are the same colour or design.

We will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Underinsurance

If at the time of damage the total of the sums insured on **buildings** specified in the policy **schedule** is less than 85% of the reinstatement cost of the **buildings** covered by this section **we** shall bear only that proportion of the damage which the total of the sums insured on **buildings** bear to the total reinstatement cost.

Section B – Contents

We will decide whether to settle a claim by either repairing or replacing property or, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

How we settle your claim

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An amount for wear, tear and depreciation will be deducted for clothing and linen.

If at the time of the loss or damage the limit for **contents** shown on **your schedule** is not adequate to replace all the **contents** as new after allowing for wear, tear and depreciation for clothing and linen, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the policy.

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

We treat each individual item of matching sets, suites or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

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



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