

# UK General Insurance Ltd (UKG) Residential Let Property Insurance Policy

Underwritten by: UKG on behalf of Ageas Insurance Limited

July 2014



Policy Book

This scheme is arranged and administered by Assurant Intermediary Ltd.

Assurant Intermediary Ltd is authorised and regulated by the Financial Conduct Authority under registration number 311243.

This can be checked on the Financial Services Register at <http://www.fca.org.uk/> or by calling 0800 111 6768.

Registered in England No. 4019801.

Registered Office, Assurant House, 6-12 Victoria Street, Windsor, SL4 1EN

Copies of this document can be made available on request in alternative media forms as required under the Disability Discrimination Act 1995.

Should you request further copies of the document, a charge of £10 will be applied by Assurant Intermediary Ltd.

Assurant Intermediary Ltd may also apply an administration charge of £20 in the event you cancel your policy outside the Cancellation Period. Assurant Intermediary Ltd may also apply a charge of £15 for any changes made to your policy.

For further information please contact: Assurant Intermediary Ltd, Assurant House, Amy Johnson Way, Clifton Moor, York YO30 4XT

## IMPORTANT CONTACT TELEPHONE NUMBERS

For a query on your policy call: **0844 248 7871**  
Or Email: [policyadmin-asi@assurant.com](mailto:policyadmin-asi@assurant.com)  
To report a claim call: **0844 412 4258**

At Assurant Intermediary Ltd our number one priority is to provide you with the highest level of customer service. If there is a problem, please let us know - we will try to provide a solution as quickly as possible. You can tell us about a complaint in writing, by email or by telephone.

**If your complaint is about the sale or administration of your policy, please contact:**

Customer Services Department,  
Assurant Intermediary Limited, Assurant House,  
Amy Johnson Way, Clifton Moor, York YO30 4XT  
Telephone: **0844 248 7880**  
Email: [customerfeedbackyork@assurant.com](mailto:customerfeedbackyork@assurant.com)

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

Direct Group Property Services (Nexus),  
PO Box 800, Halifax, HX1 9ET.

**In the event you remain dissatisfied and wish to escalate your complaint, you can do so by contacting:**

The Customer Relations Manager, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.  
Telephone: **0845 218 2685**  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

**If you are not satisfied with the way your complaint has been dealt with, you can contact the Financial Ombudsman Service at:**

The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square,  
London, E14 9GE.  
You can also contact them on **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones).  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Using this service does not affect your right to take legal action.

## Residential Let Property Insurance

### Your Insurers

Landlords Property Insurance is arranged by: Assurant Intermediary Ltd with UK General Insurance Ltd on behalf of Agas Insurance Limited, Registered in England No. 254568 Registered Office: Agas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.  
Agas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### Your Cover

If you have paid the premium as shown in the schedule, we will agree to insure you, subject to the terms, conditions and any endorsements attaching to this policy, against loss or damage or legal liability you may incur for accidents or losses occurring during the period of insurance as shown in the schedule.

Please take time to read the contents of this policy, including how to make a claim. This policy and its schedule are important documents. Please keep them in a safe place in case you need to refer to them for any reason. If you need to discuss any aspect of this policy, please contact the agent who helped you complete this insurance.

### Cancellation

If you decide that for any reason, this Policy does not meet Your insurance needs then please return it to Assurant Intermediary Ltd within 14 days from the day of purchase or the day on which you receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then return Your premium in full.

If You wish to cancel Your Policy after 14\* days You will be entitled to a pro-rata return of premium.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided the premium has been paid in full You will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### Claims Underwriting Exchange

We may use your personal information to prevent crime. In order 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.

### Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

For and on behalf of UK General Insurance Ltd



Karen Beales  
Managing Director - Schemes

## 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 Ltd on behalf of Agos Insurance Limited.

### Landlords Contents

Household goods and furnishings, appliances and aerials for which you are responsible 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:

What is covered	What is NOT covered
1. Fire, smoke, explosion, lightning, or earthquake	<ul style="list-style-type: none"><li>Loss or damage caused by smog, industrial or agricultural output.</li><li>Loss or damage caused by frost.</li><li>Loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.</li><li>Loss or damage caused by rising water table levels.</li></ul>
2. Storm or flood	<ul style="list-style-type: none"><li>Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 days or more.</li><li>Loss or damage to the apparatus and / or pipes from which water and / or oil has escaped.</li><li>Loss or damage caused by gradual emission.</li><li>The first £500 of every claim, unless otherwise specified in the <b>schedule</b>.</li></ul>
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes	<ul style="list-style-type: none"><li>Theft or attempted theft by any <b>tenant</b> or person lawfully on the <b>property</b>.</li><li>Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 days or more.</li><li>Loss or damage caused by deception, unless deception is used solely to gain entry to your <b>property</b>.</li></ul>
4. Theft or attempted theft caused by violent and forcible entry or exit	<ul style="list-style-type: none"><li>Losses not reported to Us within 72 hours.</li></ul>
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	<ul style="list-style-type: none"><li>Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 days or more.</li><li>Malicious damage or vandalism by any <b>tenant</b> or person lawfully on the <b>property</b>.</li></ul>
6. Riot, civil commotion, labour and political disturbances.	<ul style="list-style-type: none"><li>Loss or damage caused by erosion of any coast or riverbank.</li></ul>
7. Malicious damage or vandalism	<ul style="list-style-type: none"><li>Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main <b>building</b> is damaged at the same time.</li><li>Loss or damage caused by structural repairs, alterations, demolitions or extensions.</li><li>Loss or damage arising from faulty or defective workmanship, design or materials.</li><li>Normal settlement, shrinkage or expansion.</li><li>The first £1,000 of every claim, unless otherwise specified in the <b>schedule</b>.</li></ul>
8. Subsidence, landslip or heave of the site upon which the buildings stand	<ul style="list-style-type: none"><li>Loss or damage that originated prior to the inception of this <b>policy</b>.</li><li>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.</li><li>Loss or damage to <b>buildings</b> caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the <b>buildings</b>.</li></ul>

What is covered	What is NOT covered
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts	<ul style="list-style-type: none"> <li>Loss or damage caused by maintenance to trees.</li> <li>Loss or damage to gates and fences.</li> <li>Loss or damage to aerials, dishes and masts.</li> </ul>
10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property	<ul style="list-style-type: none"> <li>Loss or damage whilst the buildings are unoccupied, for 60 days or more.</li> <li>Loss or damage caused by chipping, denting or scratching.</li> <li>Loss or damage to ceramic hobs in free-standing cookers.</li> </ul>
11. Accidental damage to underground pipes, cables and services for which you are responsible	<ul style="list-style-type: none"> <li>Loss or damage due to wear and tear or gradual deterioration.</li> <li>Loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.</li> </ul>
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	<ul style="list-style-type: none"> <li>Any amount in excess of 20% of the sum insured on the buildings.</li> <li>Losses incurred in any period exceeding 12 months from the date that the property became uninhabitable, unless stated otherwise in the schedule.</li> <li>Loss where a valid claim has not been accepted by the insurers under Section 1 of this Policy.</li> </ul>
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	<ul style="list-style-type: none"> <li>Any amount in excess of £750 in any period of insurance.</li> </ul>
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	<ul style="list-style-type: none"> <li>Any fees charged in the preparation of a claim.</li> </ul>
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	<ul style="list-style-type: none"> <li>Any amount in excess of £2500.</li> <li>Loss or damage to the apparatus from which water or oil has escaped.</li> </ul>

Only applicable if shown as being covered on the schedule

What is covered	What is NOT covered
16. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section	<ul style="list-style-type: none"> <li>Loss or damage caused by uninsurable risks.</li> <li>Loss or damage caused by vermin; fungus; insects or domestic pets.</li> <li>Loss or damage whilst the buildings are unoccupied for 60 days or more.</li> <li>The cost of normal maintenance.</li> <li>Loss or damage caused by wet or dry rot; faulty workmanship or design.</li> <li>Loss or damage as a result of any building alterations, renovations or repairs.</li> <li>Loss or damage if previously specifically excluded from cover.</li> </ul>

#### 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, as long as 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:

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

## Landlord's Contents

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

What is covered	What is NOT covered
1. Fire, smoke, explosion, lightning, or earthquake	<ul style="list-style-type: none"> <li>Loss or damage caused by smog, industrial or agricultural.</li> </ul>
2. Storm or flood	<ul style="list-style-type: none"> <li><b>Landlord's contents</b> in the open loss or damage caused by frost</li> <li>Loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts</li> <li>Loss or damage caused by rising water table levels.</li> </ul>
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes	<ul style="list-style-type: none"> <li>Loss or damage whilst the <b>buildings are unoccupied for 60 days or more</b></li> <li>Loss or damage to the apparatus and /or pipes from which water and /or oil has escaped</li> <li>Loss or damage caused by gradual emission</li> <li>The first £50 of every claim, unless otherwise specified in the <b>schedule</b></li> </ul>
4. Theft or attempted theft caused by violent and forcible entry or exit	<ul style="list-style-type: none"> <li>Theft or attempted theft by any <b>tenant</b> or person lawfully on the <b>property</b></li> <li>Loss or damage whilst the <b>buildings are unoccupied for 60 days or more</b></li> <li>Any amount in excess of £500 in respect of <b>landlord's contents</b> contained within detached domestic outbuildings and garages</li> <li>Loss of any item whilst in the open.</li> </ul>
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	<ul style="list-style-type: none"> <li>Losses not reported to Us within 72 hours</li> </ul>
6. Riot, civil commotion, labour and political disturbances.	<ul style="list-style-type: none"> <li>Loss or damage whilst the <b>buildings are unoccupied for 60 days or more</b></li> </ul>
7. Malicious damage or vandalism	<ul style="list-style-type: none"> <li>Malicious damage or vandalism by any <b>tenant</b> or person lawfully on the <b>property</b>.</li> </ul>
8. Subsidence, landslip or heave of the site upon which the Buildings stand	<ul style="list-style-type: none"> <li>Loss or damage caused by erosion of any coast or riverbank</li> <li>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</li> <li>Loss or damage caused by structural repairs, alterations, demolitions or extensions</li> <li>Loss or damage arising from faulty or defective workmanship, designs or materials</li> <li>Normal settlement, shrinkage or expansion</li> <li>The first £1,000 of every claim, unless otherwise specified in the <b>schedule</b></li> <li>Loss or damage that originated prior to the commencement of this insurance</li> <li>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</li> <li>Loss or damage to <b>landlord's contents</b> caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the <b>buildings</b>.</li> </ul>

## Landlord's Contents

What is covered	What is NOT covered
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts	<ul style="list-style-type: none"> <li>Loss or damage caused by maintenance to trees.</li> <li>Loss or damage to aerials, dishes and mast.</li> </ul>
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	<ul style="list-style-type: none"> <li>Any amount in excess of 20% of the sum insured on the <b>landlord's contents</b>.</li> <li>Losses incurred in any period exceeding 12 months from the date that the <b>property</b> became uninhabitable, unless stated otherwise in the <b>schedule</b>.</li> <li>Loss where a valid claim has not been accepted by the <b>insurers</b> under Section 2 of this <b>Policy</b>.</li> </ul>
11. Costs of replacement locks for external doors to the Buildings if your keys are stolen	<ul style="list-style-type: none"> <li>Thefts not reported to the Police.</li> <li>Any amount in excess of £250.</li> </ul>
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	<ul style="list-style-type: none"> <li>Bodily injury or death to any person who is engaged in your service, or is a member of your family or household any claim arising directly or indirectly from the transmission of any communicable disease.</li> <li>Damage to <b>property</b> under your custody or control.</li> <li>Any claim arising out of any profession, occupation or business, other than through private letting of the <b>property</b>.</li> <li>Any claim arising out of the ownership, possession or operation of: <ul style="list-style-type: none"> <li>i) any mechanically propelled vehicle (other than a private garden vehicle) operated within your <b>property</b>.</li> <li>ii) any power operated lift.</li> <li>iii) any aircraft or watercraft.</li> <li>iv) a caravan, whilst being towed.</li> <li>v) any dogs designated as dangerous under the Dangerous Dogs Act 1991.</li> </ul> </li> <li>Any claim arising out of pollution or contamination.</li> <li>Any claim where you are entitled to indemnity under any other insurance.</li> <li>Any cost or expense not agreed by us in writing.</li> </ul>

## Landlord's Contents - Additional Cover

Only applicable if shown as being covered on the schedule

What is covered	What is NOT covered
<p>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</p>	<ul style="list-style-type: none"> <li>Loss or damage if previously specifically excluded from cover.</li> <li>Loss or damage caused by normal wear and tear.</li> <li>Loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions.</li> <li>Loss or damage caused by cleaning or making repairs or alterations.</li> <li>Loss or damage caused by pets.</li> <li>Loss or damage whilst the buildings are unoccupied for 60 days or more.</li> <li>Loss or damage as a result of mechanical or electrical breakdown.</li> </ul>

## 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 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:

- 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.
- 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.

## Landlord's Legal Liability

What is covered	What is NOT covered
<p>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 as a consequence of your ownership of the property, including defence costs and expenses incurred with our prior consent</p>	<ul style="list-style-type: none"> <li>Bodily injury or death to any person who is engaged in your service, or is a member of your family or household.</li> <li>Any claim arising directly or indirectly out of the transmission of any communicable disease.</li> <li>Damage to property under your custody or control.</li> <li>Any claim arising out of any private, occupation or business, other than through private letting of the property.</li> <li>Any claim arising out of the ownership, possession or operation of:               <ol style="list-style-type: none"> <li>any mechanically propelled vehicle (other than a private garden vehicle) operated within your property</li> <li>any power operated lift</li> <li>any aircraft or watercraft</li> <li>a caravan, whilst being towed</li> <li>any dogs designated as dangerous under the Dangerous Dogs Act 1991</li> </ol> </li> <li>Any claim arising out of ownership or use of any land or building not situated within the buildings, as specified in the schedule.</li> <li>Any claim arising out of pollution or contamination.</li> <li>Any claim, if you are entitled to indemnity under any other insurance.</li> <li>Any cost or expense not agreed by us in writing.</li> </ul>

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.

- 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 or 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.

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

**Consumer Insurance Act**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all information supplied as part of your application for cover is true and correct;
- c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

**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 us of any change in your circumstances and in particular the use of your property, the type of tenant occupying the building, unoccupancy, the cost of rebuilding your property or replacing your landlord's contents.

**Unoccupancy**

If the buildings as specified in the schedule will be left unoccupied or tenants will be away from the property for 14 days or more during the period 1st November to 31st March, you must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

**Notice of Building Works**

You must notify us prior to the start of any conversions and extensions to any buildings specified in the schedule.

**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 make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. We have the right to notify the Police, or other relevant authority or body of any such instances or circumstances.

**This Policy does not cover the following:**

**a) Radioactive Contamination**

loss or damage to any property resulting or arising from any legal liability directly, or indirectly caused by, or contributed to by, or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.

**b) War**

loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to property under the order of any government or public or local authority or other body.

**c) Terrorism**

loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

*For the purpose of this exclusion "terrorism" includes the use of any destructive, or potentially destructive weapon or device, biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological or similar purposes, including the intention to influence any government and/or to put the public in fear. Losses caused by, or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.*

**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 cover

**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. For example, the payment of mobile phone calls following the theft of a mobile phone

**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) Computer Data Recognition and Viruses**

loss or damage to computer equipment caused by computer data changes and/ or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and / or functionality.

**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.

## How Do I Make A Claim Under My Insurance Policy?

If you wish to make a claim please contact:

Direct Group Property Services (Nexus)

Tel: 0844 412 4258

Fax: 0844 412 4293

Email: [propertynexus@directgroup.co.uk](mailto:propertynexus@directgroup.co.uk)

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer

## Complaints Procedure & Regulatory Information

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:

Complaints regarding:

### SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

If your complaint about the sale of your policy cannot be resolved by the end of the next working day, your agent will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Oak Mill Business Park  
Gibralter Island Road  
Leeds  
LS10 1RJ

Tel: 0845 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

### CLAIMS

Direct Group Property Services (Nexus)  
FD Ros 800  
Halifax  
HX1 9ET

Tel: 0844 412 4258

Fax: 0844 412 4293

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower,  
Harbour Exchange Square,  
London,  
E14 9GE.

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

### COMPENSATION SCHEME

AGENS Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

### DATA PROTECTION ACT 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## 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:

- Provide us with full details of your claim as soon as possible after the event and always within 30 days.
- Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotions and obtain the Crime Reference Number.
- Take all steps necessary to reduce further loss, damage or injury.
- Provide us with all information and evidence, including written estimates and proof of ownership and value that we may request.
- Do not, under any circumstances effect full repairs without our prior written consent.
- 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:

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



[www.ukgeneral.com](http://www.ukgeneral.com)

Registered in England and Wales number 3487744.

Registered Office: Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, United Kingdom.

UK General Insurance Group (UKG) Limited is authorised and regulated by the Financial Conduct Authority. UKG General Insurance Group (UKG) Limited is on the Financial Services Register, registration number 310101.



**For further information, please contact us:**

Call our sales support team:

0844 248 7880

[www.assurantintermediary.co.uk](http://www.assurantintermediary.co.uk)

Email: [policyadmin-asi@assurant.com](mailto:policyadmin-asi@assurant.com)

Assurant Intermediary Ltd, Assurant House, Amy Johnson Way, Clifton Moor, York YO30 4XT

Assurant Intermediary Limited is authorised and regulated by the Financial Conduct Authority under registration number 311243. You can check this on the Financial Services Register at <http://www.fca.org.uk/> or by calling 0800 111 6768.