SCHOFIELDS insurance

Landlord Insurance

Insurance Booklet

Contents

Section	Page
Important Features	4
Claims	5
Important Information	6
Definitions	8
Section 1 – Buildings	10
Section 2 – Contents	14
Section 3 – Alternative Accommodation and Loss of Rent	17
Section 4 – Property Owners Liability	18
General Conditions	19
General Exclusions	20
Endorsements	22
Our Complaints Procedure	23

Thank You for choosing Schofields.

Schofields is a trading name of Ripe Insurance Services Limited who are permitted to deal as an agent for the insurer and are authorised and regulated by the Financial Conduct Authority (Firm Reference Number 313411).

We have tried to make this document easy to read. However, **We** have still had to use some words that have a special meaning; these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

Important Features

Name of the Insurer

This insurance is underwritten by HCC Underwriting Agency Limited trading as Tokio Marine HCC, the Managing Agent of Lloyd's Syndicate 4141. HCC Underwriting Agency Limited is registered in England and Wales with company number 04632146 and registered office at The St Botolph Building, 138 Houndsditch, London EC3A 7BT. HCC Underwriting Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 228121.

You can check this information on The Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/firms/financial-services-register
or by contacting the Financial Conduct Authority on 0800 111 6768.
Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pra

We must draw **Your** attention to a number of important features of this insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**.
- The Insurance Booklet and **Insurance Schedule** and any Notice to Policy Holder make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in the following parts:

Insurance Booklet	Insurance Schedule
• What is covered and what isn't in conjunction with the **Insurance Schedule** • How to make a claim and how **We** will settle that claim • **Our** obligations to **You** • The terms and conditions **You** must comply with	• The sections of the **Policy** that apply to you and the dates from which cover is in force • The various limits and sums insured that apply to **Your** cover • Any special terms that apply to **Your Policy** including any **Endorsements** • **Your Policy** number
Statement of Fact	**Notice to Policy Holders**
• The information **You** have provided, on which the **Policy** is based • Any declarations which **You** have agreed to	• Provides information about any changes to **Your** renewal terms and cover

Our part of the contract is that **We** will provide the cover set out in this Insurance Booklet:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

Your part of the contract is:

- **You** must pay the premium as shown on **Your** receipt/invoice for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, cancel **Your** insurance or increase the premium

Claims

Our claims department

In the event **You** need to make a claim, **Our** claims service is provided by Tokio Marine HCC Claims Department. Professional staff are available to assist **You** whether **You** need a claim form, advice on emergency repairs or any other aspect of **Your** claim.

How to make a claim

If an event giving rise to a claim under this insurance occurs **You** shall notify **Us** as follows:

Give details of **Your** claim by either:

- Telephone: +44 (0)8081 756 291
- Email: schofieldsclaims@tmhcc.com
- Post: Tokio Marine HCC Claims Department, Unit 7, Bocam Park, Old Field Road, Pencoed, Bridgend, CF35 5LJ

To enable **Your** claim to be dealt with quickly **We** will require **You** to provide **Us** with assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- **Your** name, address, and telephone numbers
- **Policy** number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** shall:
   a. take immediate action to minimise the loss, destruction, damage, injury, illness or disease
   b. pass every letter, claim, writ, summons and process to **Us** immediately upon receipt.
2. To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your** property. To help assist in dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of damaged property. **We** will only ask for information relevant to **Your** claim.
3. Tell the Police as soon as possible if **You** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
4. **We** shall have sole control of all claims procedures and settlements
5. **We** will be entitled, at **Our** cost, but in **Your** name, to:
   a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
   b. Take over and conduct the defence or settlement of any claim
6. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
7. **You** must provide **Us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **You** must not abandon any property to **Us** without **Our** written consent. If **You** fail to comply with any of the above duties, this insurance may become invalid
9. If **You** make a fraudulent claim under this insurance contract, **We**:
   a. Are not liable to pay the claim; and
   b. May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
   c. May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act

   If **We** exercise **Our** right under clause 9(c) above:
   a. **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
   b. **We** need not return any of the premiums paid

Important Information

INSURANCE BOOKLET

You should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

CONDITIONS

Your Policy describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover the property to be insured
- Take reasonable care of **Your** property

EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

STATEMENT OF DEMANDS AND NEEDS

This **Policy** meets the needs of a landlord who requires insurance for:

- Damage to the **Building** and/**Contents**
- Public Liability
- Alternative accommodation or loss of **Rent**

REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain **Your Premises** and/or **Contents**. **Your Policy** is intended to cover **You** against unforeseen events causing damage or theft. It does not cover wear and tear or damage which happens gradually over a period of time. **You** must take all reasonable precautions to prevent Accidents, loss or damage

KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **Your** items. **You** must also tell **Us** immediately about changes to the details **You** provided for example:

- Any intended alteration to, extension to or renovation of **Your Premises**
- Any change to the people insured, or to be insured
- Any change or addition to the **Contents** or the **Building** to be insured that results in the need to increase the amounts insured or the limits that are shown on **Your Insurance Schedule**
- Change how the **Premises** is used or the type of **Tenants**
- If **You** or any person to be insured on this **Policy** is charged with, or convicted of, a criminal offence (other than motoring offences)

If **You** fail to disclose all relevant information or provide **Us** with false or misleading information, **We** may:

- Cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of the cover may be affected

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

YOUR RIGHT TO CANCEL

If **You** are not happy and choose to cancel **Your Policy** within the first 14 days of the purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** documentation, whichever is the later. **You** will be entitled to a full refund of **Your Policy** insurance premium including any insurance premium tax.

You may cancel after the 14 days have expired. **You** will be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover. There will be no return of premium where the premium refund due is less than £10.

Where a claim has occurred within the **Period of Insurance** no refund of premium will be paid. In addition, a cancellation charge will be made by Schofields as outlined in their Terms of Business, if **You** wish to cancel **Your** policy please contact Schofields.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unused period showing on the **Insurance Schedule**, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium. Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this Insurance Booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping Us Informed' section of this Insurance booklet.

If **We** cancel the **Policy You** will be entitled to a proportionate refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. Unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

GOVERNING LAW

Unless some other law is agreed in writing, this Policy is governed the law applying to the part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live. If this is not applicable the law of England and Wales will apply.

CUSTOMERS WITH DISABILITIES

This **Policy** and other associated documentation are also available in large print. If **You** require this please contact Schofields.

GENERAL DATA PROTECTION REGULATION (GDPR)

This policy has been arranged by Schofields Insurance Limited on behalf of HCC Underwriting Agency Limited (HCCUA) trading as Tokio Marine HCC, the Managing Agent of Lloyd's Syndicate 4141. HCCUA is registered in England and Wales and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Firm Reference Number 228121).

For more information about how HCCUA use Your personal information please see Our full privacy notice(s), which is/are available online via www.tmhcc.com/en/legal/privacy-policy or in other formats on request.

If information is required as to how data is processed by Your insurance intermediary, Ripe Insurance Services Limited or as to the exercise of any rights under any data privacy laws, You should read the Data Protection Policy on its website at www.ripeinsurance.co.uk/privacy-policy/
or contact: Data Protection, Ripe Insurance Services Limited, One Stockport Exchange, Railway Road, Stockport, United Kingdom, SK1 3SW
dataprotection@ripeinsurance.co.uk

TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please cancel it within 14 days from inception or receipt of documentation, whichever is the later. Please note that this insurance is only available to landlords who are residents of the **United Kingdom** or businesses registered in the **United Kingdom**.

Definitions

Accidental Damage

Damage caused suddenly and unexpectedly by an identifiable outside force

Bodily Injury

Injury to the body caused by accidental and/or violent means

Building

The structure of the property described in the **Insurance Schedule** including any landlord **Fixtures and Fittings**, external structures such as outbuildings or garages. Building also includes walls, gates, fences, patios, services, and underground pipes and cables belonging to **You** or for which **You** are responsible.

Contents

Landlord owned furniture, furnishings, carpets, domestic appliances and household goods for **Tenant** usage. It does not include:

- Any stock or materials in trade
- Business books, plans, specifications, designs and computer records
- Jewellery, watches, precious metals or stones and any articles made from them
- Antiques, sculptures, works of art or rare books where the value of any one item is more than £3,000

Endorsements

Any terms and conditions made separately to the terms of the **Policy** and specified on **Your Insurance Schedule**

Excess

The first part or amount **You** will be responsible for paying in the event of a claim

Fixtures and Fittings

Permanent internal fixtures and fittings including heating systems, boilers, built in units, fixed glass and sanitary ware

Ground Heave

Expansion or swelling of the land beneath the **Building** resulting in upwards movement

Insurance Schedule

The document which sets out the specific terms, limits, **Excess** and **Endorsements** applicable to the cover and should be read together with the **Policy**

Landslip

Movement of land down a slope.

Period of Insurance

The period effective as shown in **Your Insurance Schedule**, or until cancelled. Each renewal represents the start of a new **Period of Insurance**

Pets

Domesticated or tamed animals owned by the **Tenant** and kept indoors

Policy

This insurance booklet along with the Statement of Fact, **Insurance Schedule** and any notice to policyholder issued to **You** at renewal which forms part of the legal contract between **You** and **Us**

Pollution

Pollution or contamination caused directly or indirectly to:

- buildings or other structures
- water
- land
- the atmosphere

Premises

The **Building** and land within the boundary at the address shown in the **Insurance Schedule**

Rent

Amount paid or payable under the tenancy agreement

Settlement

The downward movement of the land beneath the **Building** as a result of compaction due to the weight of the **Building**

Storm

A period of violent weather usually deemed to consist of:

- wind speeds with gusts of at least 48 knots (55mph)* or;
- torrential rainfall at a rate of at least 25mm per hour or;
- snow to a depth of at least one foot (30cm) in 24 hours;
- hail of such intensity that it causes damage to hard surfaces or breaks glass

* Equivalent to Storm Force 10 on the Beaufort Scale

Subsidence

Downward movement of ground beneath the **Premises** that is not a result of **Settlement**

Tenant(s)

Person(s) legally occupying the **Building** under a tenancy agreement

United Kingdom

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

Unfurnished

The building does not contain sufficient furniture and furnishings for normal residential occupation

Unoccupied

Untenanted or not actively used as a tenanted property for more than 60 days

We, Us, Our

HCC Underwriting Agency Limited (HCCUA) trading as Tokio Marine HCC, the Managing Agent of Lloyd's Syndicate 4141

You, Your

The person(s) named in the **Insurance Schedule**

Section 1 – Buildings

Provides cover for loss or damage to **Your Premises** including **Fixtures and Fittings**.

What is covered:

We will provide cover for loss or damage to **Your Premises** which happens during the **Period of Insurance** and caused by the perils listed below.

Basis of Settlement:

You must ensure the sum insured is adequate to cover the full cost of rebuilding **Your Building** in the same size, form, style and in a new condition at the time of the loss.

If the sum insured is adequate, and the **Building** has been maintained in a good state of repair, **We** will pay for the cost of repair, reinstating or rebuilding the part of the **Building** which has been damaged by an insured peril.

If at the time of a loss the sum insured is insufficient, **We** will reduce the claim amount in proportion with the underinsurance.

If the **Building** was not maintained in a good state of repair, **We** will take an amount off for wear and tear from the cost of any replacement, reinstatement or repair.

Pairs & sets - **We** will not pay for the cost of replacing any undamaged items which form part of a set, suite or one of a number of items of a common nature, colour or design, when damage happens to a specific part and replacements cannot be sourced.

The sum insured is the maximum **We** will pay for any claim under this section

What is covered:	What is not covered:
1. Fire, lightning, explosion, earthquake, or smoke	• Loss or damage caused gradually
2. **Storm** or flood	• Loss or damage to walls (that do not form part of the structure), hedges, gates, fences or moveable property in the open • Loss or damage caused by frost, **Subsidence**, **Ground Heave** or **Landslip** • Loss or damage caused by rising ground water levels
3. Riot, civil unrest, strikes, labour or political disturbances	
4. Malicious damage and vandalism	• Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished** • Loss or damage caused by legal **Tenants** or guests
5. Theft or attempted theft	• Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished** • Loss or damage caused by legal **Tenants** or guests
6. Impact Impact caused by • falling radio, television or satellite aerials, their fittings and masts, • Falling lampposts, solar panels, Telegraph poles, Electricity pylons, poles or overhead cables • Falling trees or branches • Vehicles • Trains • Animals • Aircraft, flying objects or anything dropped from them	• Damage to the appliance or installation itself • Damage to any hedges, gates or fences unless there is damage to the structure of the property itself at the same time and by the same cause • Any cost of removal if the tree or branch has not caused damage to the structure of the property itself • Loss or damage as a result of felling, lopping or topping of **Your** trees • Removing the part of the tree that is still below ground
7. Escape of Water Water escaping from or freezing in water tanks, pipes, plumbed-in appliances (such as washing machines and dishwashers), fixed equipment or fixed heating systems or escape of fuel from any fixed domestic heating installation	• The first £500 of any claim Loss or damage caused by **Subsidence**, **Ground Heave** or **Landslip** caused by water escaping • Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished**

What is covered:	What is not covered:
8. **Subsidence**, **Ground Heave** and **Landslip**	• The first £1,000 of any claim • Damage to or resulting from the movement of solid floor slabs unless the walls of the **Building** are damaged at the same time by the same event • Damage caused by riverbank or coastal erosion • Loss or damage caused by poor workmanship, design or the use of faulty or unsuitable materials • Damage to any paths, driveways, hedges, walls, gates, fences and service tanks unless **We** have accepted a claim for **Subsidence**, **Ground Heave** or **Landslip** damage to the structure of the **Building** • Damage caused by bedding down of new buildings or the **Settlement** of newly made up ground • Damage caused by foundations which did not meet building regulations at the time of construction • Damage caused by shrinkage or expansion of parts of the **Building** • Damage resulting from demolition or of alteration or repair to the **Building** or Land • Where compensation has been provided under any contract, legislation or guarantee • Damage if **You** knew any part of the **Building** had already been damaged by **Subsidence**, **Ground Heave** or **Landslip** before the inception date of the **Policy** unless **You** had informed **Us** and **We** accepted this
9. **Accidental Damage** **Accidental Damage** cover only applies if the **Accidental Damage** option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• **Accidental Damage** specifically excluded elsewhere in this section • **Accidental Damage** whilst the **Building** is **Unoccupied** or **Unfurnished** • **Accidental Damage** caused by **Settlement**, shrinkage, weather conditions, or any damage caused gradually • **Accidental Damage** caused by poor workmanship, design or the use of faulty or unsuitable materials • **Accidental Damage** caused by water entering the **Building** except **Storm** or Flood and Escape of Water • Damage to the **Building** or any part of them arising from construction, structural alteration, repair or demolition • Damage to swimming pools, hot tubs, jacuzzis, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives • **Accidental Damage** caused by **Pets**
10. Pet Damage Damage to the **Building** caused by **Pets** following the **Tenant** vacating the **Premises** during the **Period of Insurance**. Includes the costs of professional cleaning required as a direct result of **Tenant Pets**. Pet damage cover only applies if the Pet Damage option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• Any amount that can be recovered from the tenancy deposit • Damage to any landscaped gardens • Any damage caused by **Tenant** neglect, poor housekeeping, unhygienic living and odours from **Pets** • Damage caused where the **Tenant** owns more than 3 **Pets** or where the **Tenant** is an animal or pet breeder • Any damage which is within the natural and gradual deterioration of the insured **Building** from normal everyday use • Any amount in **Excess** of £2,000 in any **Period of Insurance**

What is covered:	What is not covered:
11. Malicious Damage caused by **Tenants** Malicious Damage caused by **Tenants** or their guests during the **Period of Insurance**. Malicious Damage caused by **Tenants** cover only applies if the Malicious Damage caused by **Tenants** option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• The first £500 of any claim • Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished** • Any amount which is recoverable by **You** from any security deposit lodged by **Your Tenant** • Any amount in **Excess** of £7,500 in respect of any one claim
12. Theft by **Tenants** Theft by **Tenants** or their guests during the **Period of Insurance**. Theft by **Tenants** cover only applies if the Theft by **Tenants** option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• The first £500 of any claim • Any claim where **You** or **Your** managing agent acting on **Your** behalf has not obtained and retained: o For all **Tenants** who had been residenct in the property for less than one year, a reference from their current employers, sponsor or former landlord. o A formal photographic ID of all **Tenants** • Any amount which is recoverable by **You** from any security deposit lodged by **Your Tenant** • Any amount in **Excess** of £7,500 in respect of any one claim

Extensions

Professional Fees and Additional Expenses Necessary and reasonable expenses **You** have to pay and which **We** have agreed in writing for: • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making the **Premises** safe • costs **You** have to pay in order to comply with any Government or local authority requirements following loss or damage to the **Premises** which gives rise to an approved claim under Section 1 – Buildings	• Any expenses incurred for preparing a claim or an estimate of loss or damage. • Any costs if Government or local authority requirements have been served on **You** before the loss or damage • Any costs of removing debris from anywhere other than the site of the damaged **Premises** and the area immediately surrounding it • Any costs for undamaged parts of the **Premises** except any foundations of the damaged parts
Glass, Sanitary ware and Ceramic Hobs The cost of repairing accidental breakage to: • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitaryware • ceramic hobs all forming part of the **Building**.	• **Accidental Damage** whilst the **Building** is **Unoccupied** or **Unfurnished** • The first £50 of every claim
Underground Services The cost of repairing **Accidental Damage** to: • domestic fuel pipes • underground water supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which **You** are legally liable for.	• The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks unless caused by damage to the fabric of the drains • Damage caused by **Subsidence** or Heave of the land, or **Landslip** • Loss or damage caused to pitch fibre pipes as a result of pressure from the weight of soil or other covering material. • Delamination of pitch fibre pipes • The first £50 of every claim • Any amount in **Excess** of £5,000 in any **Period of Insurance**

Trace and Access As a result of damage arising from an insured peril **We** will pay reasonable costs of finding the source of an escape of water or oil from any fixed water tanks, apparatus or pipes.	• Any amount in **Excess** of £5,000 in any **Period of Insurance**
Emergency access **We** will pay for damage to the **Premises** caused by the emergency services (Fire Brigade, Ambulance or Police service) if they have to make a forced entry to the **Premises** in response to an emergency	• Any amount in **Excess** of £5,000 in any **Period of Insurance**
Loss of metered water Increased domestic metered water charges **You** have to pay following an escape of water which gives rise to an approved claim under insured peril 7 – escape of water	• Any amount in **Excess** of £5,000 in any **Period of Insurance** • Costs incurred where **You** failed to take steps to terminate such services immediately after becoming aware of such unauthorised use
Unauthorised use of electricity, gas or water **We** will pay the cost of metered electricity, oil, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **Premises** without **Your** authority.	
Removal of Nests **We** will pay the reasonable and necessary costs of removing bees, wasps and hornets nests from the **Premises**	• Any amount in **Excess** of £1,000 in any **Period of Insurance**
Fly tipping **We** will pay for the reasonable and necessary costs and expenses incurred in clearing and removing any property which has been illegally deposited in, on or around the **Premises**.	• Any amount in **Excess** of £1,000 in any **Period of Insurance**
Sale of the Property **We** will give the benefit of the cover provided under Section 1 – Buildings to anyone contracted to buying the **Premises** until the sale is completed or the **Period of Insurance** ends, whichever is the sooner. **You** and the buyer must keep to the terms and conditions of this **Policy**.	
Clearing of Drains **We** will pay for the reasonable and necessary costs and expenses incurred in clearing, cleaning and/or repairing drains, gutters or sewers following loss or damage to the **Premises** which gives rise to an approved claim under Section 1 – Buildings	
Extinguishment and Alarm Resetting **We** will pay for the reasonable and necessary costs and expenses incurred in: • refilling fire extinguishing appliances • recharging gas flooding systems • replacing used sprinkler heads • refilling sprinkler tanks where costs are metered and/or • resetting fire and intruder alarms and closed circuit television equipment Following loss or damage to the **Building** which gives rise to an approved claim under Section 1 – Buildings	
Replacement locks **We** will pay for the reasonable and necessary costs and expenses incurred in replacing external door locks at the **Premises** following theft of keys from **You**	• Any amount in **Excess** of £1,500 in any **Period of Insurance**

Section 2 - Contents

Provides cover for loss or damage to **Your Contents**.

What is covered:

We will provide cover for loss or damage to **Your Contents** which happens during the **Period of Insurance** and caused by the perils listed below.

Basis of Settlement:

You must ensure the sum insured is adequate to cover the full cost of replacement of **Your Contents** as new.

We will pay for the cost of repair or replacing it with a new item in the same form and style except for household linen and pedal cycles where **We** will deduct an amount for wear and tear.

If **We** can repair or replace an item but **We** agree to **Your** request to a cash settlement **We** will not pay more than it would cost **Us** to repair or replace the item through **Our** network of suppliers.

If at the time of a loss the sum insured is insufficient, **We** will reduce the claim amount in proportion with the underinsurance.

Pairs & sets - **We** will not pay for the cost of replacing any undamaged items which form part of a set, suite or one of a number of items of a common nature, colour or design, when damage happens to a specific part and replacements cannot be sourced.

The sum insured is the maximum **We** will pay for any claim under this section.

What is covered:	What is not covered:
1. Fire, lightning, explosion, earthquake, or smoke	• Loss or damage caused gradually
2. **Storm** or flood	• Loss or damage to moveable property in the open • Loss or damage caused by frost, **Subsidence**, **Ground Heave** or **Landslip** • Loss or damage caused by rising ground water levels
3. Riot, civil unrest, strikes, labour or political disturbances	
4. Malicious damage and vandalism	• Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished** • Loss or damage caused by legal **Tenants** or guests
5. Theft or attempted theft	• Loss or damage caused by legal **Tenants** or guests • Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished**
6. Impact Impact caused by • falling radio, television or satellite aerials, their fittings and masts, • Falling lampposts, solar panels, Telegraph poles, Electricity pylons, poles or overhead cables • Falling trees or branches • Vehicles • Trains • Animals • Aircraft, flying objects or anything dropped from them	• Damage to the appliance or installation itself • Loss or damage as a result of felling, lopping or topping of **Your** trees
7. Escape of Water Water escaping from or freezing in water tanks, pipes, plumbed-in appliances (such as washing machines and dishwashers), fixed equipment or fixed heating systems or escape of fuel from any fixed domestic heating installation	• The first £500 of any claim • Loss or damage caused by **Subsidence**, **Ground Heave** or **Landslip** caused by water escaping • Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished**

What is covered:	What is not covered:
8. **Subsidence**, **Ground Heave** and **Landslip**	• The first £1,000 of any claim • Damage resulting from the movement of solid floor slabs unless the walls of the **Building** are damaged at the same time by the same event • Damage caused by riverbank or coastal erosion • Loss or damage caused by poor workmanship, design or the use of faulty or unsuitable materials • Damage caused by bedding down of new buildings or the **Settlement** of newly made up ground • Damage caused by foundations which did not meet **Building** regulations at the time of construction • Damage caused by shrinkage or expansion of parts of the **Building** • Damage resulting from demolition or of alteration or repair to the **Building** or Land • Where compensation has been provided under any contract, legislation or guarantee • Damage if **You** knew any part of the **Building** had already been damaged by **Subsidence**, **Ground Heave** or **Landslip** before the inception date of the **Policy** unless **You** had informed **Us** and **We** accepted this
9. **Accidental Damage** **Accidental Damage** cover only applies if the **Accidental Damage** option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• **Accidental Damage** specifically excluded elsewhere in this section • **Accidental Damage** whilst the **Building** is **Unoccupied** or **Unfurnished** • **Accidental Damage** caused by **Settlement**, shrinkage, weather conditions, or any damage caused gradually • **Accidental Damage** caused by poor workmanship, design or the use of faulty or unsuitable materials • **Accidental Damage** caused by water entering the **Building** except **Storm** or Flood and Escape of Water • **Accidental Damage** caused by **Pets**
10. Pet Damage Damage to **Contents** caused by **Pets** following the **Tenant** vacating the **Premises** during the **Period of Insurance**. Includes the costs of professional cleaning required as a direct result of **Tenant Pets**. Pet damage cover only applies if the Pet Damage option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• Any amount that can be recovered from the tenancy deposit • Any damage caused by **Tenant** neglect, poor housekeeping, unhygienic living and odours from **Pets** • Damage caused where the **Tenant** owns more than 3 **Pets** or where the **Tenant** is an animal or pet breeder • Any damage which is within the natural and gradual deterioration of the **Contents** from normal everyday use • Any amount in **Excess** of £2,000 in any **Period of Insurance**
11. Malicious Damage caused by **Tenants** Malicious Damage caused by **Tenants** or their guests during the **Period of Insurance**. Malicious Damage caused by **Tenants** cover only applies if the Malicious Damage caused by **Tenants** option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• The first £500 of any claim • Loss or damage whilst the **Building** is **Unoccupied** or **Unfurnished** • Any amount which is recoverable by **You** from any security deposit lodged by **Your Tenant** • Any amount in **Excess** of £7,500 in respect of any one claim

What is covered:	What is not covered:
12. Theft by **Tenants** Theft by **Tenants** or their guests during the **Period of Insurance**. Theft by **Tenants** cover only applies if the Theft by **Tenants** option has been selected, the additional premium paid for and the cover is shown in **Your Insurance Schedule**	• The first £500 of any claim • Any claim where **You** or **Your** managing agent acting on **Your** behalf has not obtained and retained: o For all **Tenants** who had been resident in the property for less than one year, a reference from their current employers, sponsor or former landlord. o A formal photographic ID of all **Tenants** • Any amount which is recoverable by **You** from any security deposit lodged by **Your Tenant** • Any amount in **Excess** of £7,500 in respect of any one claim

Section 3 – Alternative Accommodation or Loss of Rent

Provides cover for alternative accommodation or loss of **Rent**.

What is covered:

Following damage by any insured peril which has caused the **Building** to become uninhabitable, **We** will pay up to the sum insured stated in **Your Insurance Schedule** for:

- Loss of **Rent** that would have been payable to **You**; or
- Reasonable and necessary additional costs of similar alternative accommodation for the **Tenant**

Until the **Building** is fit for habitation again.

What is not covered:

- Any period exceeding 3 months for claims arising out of malicious damage caused by **Your Tenant** or their guests
- The costs of providing any alternative accommodation unless there is legal obligation for **You** to provide alternative accommodation

Section 4 – Property Owners Liability

What is covered:

We will pay for **Your** legal liability as owner of the **Premises** up to the sum insured stated in the **Insurance Schedule** for any amounts **You** become legally liable to pay as damages for:

- **Bodily Injury**
- Damage to third party property

caused by an accident arising from **Your** ownership but not occupation of the **Premises** and land during the **Period of Insurance** or under Section 3 of the Defective **Premises** Act 1972 (or the Defective **Premises** Northern Ireland Order 1975) for any private property **You** previously owned.

The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this **Policy**. The total amount payable will not be more than the amount noted on **Your Insurance Schedule**

What is not covered:

1. Any applicable **Excess**
2. Liability to any of **Your** immediate family or any employees
3. Any damage to property belonging to **You** or **Your** family or is in **Your** care, custody or control
4. Punitive, exemplary or aggravated damages
5. Any wilful, malicious or unlawful act
6. Liability arising from any motorised or horse drawn vehicle other than:
   a. Domestic gardening equipment used within the **Premises**
7. The Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance
8. Liability in connection with any aircraft or watercraft except watercraft that are only propelled by oars or paddles
9. Liability where **You** are entitled to indemnity from a more specific source
10. Any liability not arising out of the use, ownership or occupation of the **Premises**
11. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
12. Any liability arising out of the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies

    Dangerous Dogs Act 1991: The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau

General Conditions

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** will be invalid.

1. **You** must keep **Your Premises** in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **Bodily Injury** or legal proceedings. If legal proceedings are under way, **You** must tell **Us** without delay and take all reasonable steps to reduce the costs of these proceedings.
2. **You** must comply with all local authority regulations or statutory conditions regarding the business, including, but not limited to:
    a. The 1998 Gas Safety (Installation and Use) Regulations
    b. Electrical Equipment (Safety) Regulations 1994
    c. Building Act 1984 (including Building Regulations (Part P))
    d. Furniture and Furnishings (Fire) (Safety) Regulations 1988
    e. Regulatory Reform (Fire Safety) Order
3. Should the **Premises** become **Unoccupied** by a **Tenant** for more than 60 consecutive days **You** must tell **Us** in order for **Us** to review the risk.
4. **You** must tell **Us** as soon as possible about any changes in the information **You** have provided to **Us** which happened before or during any **Period of Insurance**. **You** must also tell **Us** about the following if **You**:
    a. Plan to carry out **building** works at the **Premises**
    b. Change how the **Premises** is used or the type of **Tenants**
    c. Are convicted or have a prosecution pending for any offence (other than a motoring offence)
    d. Place the **Premises** on the market to be sold
    e. Change **Your** postal address
5. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this **Policy**, **We** will not make any payment under Property Owners Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim.

    Important note This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this **Policy**) and determines how those insurance policies apply.

General Exclusions

1. Anything which occurred before the **Period of Insurance**
2. Any claim which arises from **Your Tenants** use of the **Premises** for the manufacture, cultivation, harvest or processing of drugs classed as a controlled substance under the Misuse of Drugs Act (1971)
3. Any claim arising from:
   a. Any demolition, structural alteration or repair, restoration or renovation or similar **building** work
   b. Lack of maintenance
   c. Faulty design or workmanship or the use of faulty materials
   d. Any process of dyeing, cleaning, drying, heating or washing
4. Loss or damage caused by decay, wear and tear, moth, vermin, insects, atmospheric or climatic conditions, wet or dry rot, fungus or damage caused gradually
5. **We** will not pay for any reduction in Market Value of **Your Premises** as a result of an insurable event
6. Loss due to confiscation, detention by Customs or other authority
7. Any claim which arises from **Pollution** or contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution** or contamination that arises out of one incident shall be deemed to have occurred at the time such incident takes place.
8. Claims arising directly or indirectly resulting from any business or professional use of the **Premises** other than in **Your** capacity as landlord of the **Premises**
9. Any loss or damage:
   a. deliberately caused by; or
   b. arising from a criminal act caused by;

   You or **Your** employees
10. War

    Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
11. Terrorism

    Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

    Terrorism is defined as any act or acts including, but not limited to:

    a) the use or threat of force and/or violence and/or
    b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
12. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: Any action taken in controlling, preventing, suppressing or in any way relating to 10) War or 11) Terrorism
13. Loss, damage or liability which involves:
    a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste
    b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment
14. Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound
15. Any claim caused directly or indirectly by or resulting from:
    a. infectious or contagious disease
    b. any fear or threat of a) above; or
    c. any action taken to minimise or prevent the impact of a) above.

    Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means

16. Any claim caused directly or indirectly by or resulting from:

    a. Cyber

    Loss, damage, liability, cost or expense caused deliberately or accidentally by:

    i. the use of or inability to use any application, software, or programme;

    ii. any computer virus; any computer related hoax relating to (a)(i) and/or (a)(ii) above. However, where:

    - a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
    - an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
    - a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

    and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **We** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

    b. Electronic Data

    Loss of or damage to any electronic data (for example files or images) wherever it is stored.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover, be liable to pay any claim or provide any benefit under this **Policy**. If by providing such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Endorsements

Unoccupancy Clause

Notwithstanding anything to the contrary contained within this **Policy**, where the **Premises** is **Unoccupied** for more than 60 consecutive days, cover for Malicious damage and vandalism, Theft or attempted theft and Escape of Water is reinstated, provided that:

a. The **Premises** is inspected internally once every 14 days

b. During the period 1st October to 31st March turn off the water at the mains and drain the system or leave the central heating in full operation to maintain a minimum temperature of at least 14 degrees Celsius throughout the property

c. All external security devices for doors, windows and fanlights must be put into full and effective operation

d. All waste and post are removed from the premises

Complaints

OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response

HOW TO COMPLAIN

- Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please contact:

Subject Matter	Contact
A claim	Please contact **Tokio Marine HCC Claims Department** **Email:** schofieldsclaims@tmhcc.com **Telephone:** 08081 756291 **Post:** Tokio Marine HCC Claims Department, Unit 7, Bocam Park, Old Field Road, Pencoed, Bridgend CF35 5LJ
All other matters	Please contact Ripe Insurance Services Limited **Email:** complaints@ripeinsurance.co.uk **Telephone:** 0344 274 3721 **Post:** Ripe Insurance Services Limited, One Stockport Exchange, Railway Road, Stockport, SK1 3SW
Complaints	Alternatively, please contact your insurers' complaints team directly **Email:** tmhcccomplaints@tmhcc.com **Telephone:** +44(0)20 7702 4700 **Post:** Regional Head of Compliance – UK & Europe, Tokio Marine HCC, The St Botolph Building, 138 Houndsditch, London EC3A 7BT

At any time **You** can refer the matter to Lloyd's. Contact details as follows:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

e-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "**Your** Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

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

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel No: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

Website: www.financial-ombudsman.org.uk

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG. Tel No: Jersey +44 (0)1534 748610;

Tel No: Guernsey +44 (0)1481 722218;

Tel No: International +44 1534 748610.

Fax No: +44 1534 747629.

Email: enquiries@ci-fo.org.

Website: www.ci-fo.org

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this policy. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this policy. Further information about the FSCS is available from:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Email: enquiries@fscs.org.uk

Web: www.fscs.org.uk

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

SCHOFIELDS insurance

One Stockport Exchange, Railway Road, Stockport, United Kingdom, SK1 3SW