

Residential Let Insurance Policy

Let Property Insurance Policy

Welcome to your Let Property Insurance Policy

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Introduction

Please take time to read your policy documents in full to make sure you understand the cover provided.

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

Your policy is valid for the **period of insurance** as shown on **your policy schedule**.

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

Insured Values

It is up to **you** to make sure the amounts **you** are insured for represent the full value of **your buildings and landlords contents**.

If **you** do underinsure, payment made following a claim will be adjusted to reflect the percentage of underinsurance. **You** can increase **your sums insured** at any time by contacting **your** broker.

Changes in Your Circumstances

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

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

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

Changes that may affect your cover

You must tell your administrator as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- If **you** or any other policyholder are declared bankrupt or are convicted of any criminal offence;
- If the type of **tenant** living in **property** changes;
- If **you** decide to carry out renovations, structural alterations or extensions;
- If the **property** becomes **unoccupied** for more than 60 days

- If the way **you** use the property changes (for example **you** will be using the **property** for business use or it becomes **your** permanent residence);
- If the cost of rebuilding **your property** or replacing **your landlords' contents** changes

This is not an exhaustive list and any changes you tell your administrator about may affect your cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact your administrator.

Details about the regulator and Insurers

This insurance administered by One Commercial Ltd and is arranged by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

One Commercial Ltd and UK General Ltd are authorised and regulated by the Financial Conduct Authority. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk.>

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Governing Law

This policy is governed by English law.

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.

Building(s)

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(s)

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

Excess(es)

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

Flood/Flooded/Flooding

An overflow of a large amount of water beyond its normal limits, especially over what is normally dry land

Insurers / We / Us / Our

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

Landlords' Contents

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

Period of Insurance

Period stated in **your schedule** for which **we** agree to accept, provided full premium has been paid to **us**.

Policy

The **policy** incorporates this booklet, covers, terms, conditions and **endorsements** of **your** insurance contract with **us**.

Property

The **buildings** at the address stipulated in **your schedule**.

Schedule

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

Sum Insured

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

Tenant(s)

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

Tenancy Agreement

1. 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 a private residential tenancy as defined in the housing (scotland) act 1988. 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
2. Any other residential tenancy agreed and approved by the insurer.

Uninsurable Risks

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

United Kingdom

Great Britain, Isle of Man and Northern Ireland.

Unoccupied

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

Valuables

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art, home computer equipment and any other electrical gaming consoles.

Vermin

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

You/ Your/ Yours

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

Section 1 - Buildings

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

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

Excluding

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

2. Storm or flood

Excluding

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

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

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) Loss or damage caused by gradual emission
- d) The **excess** for escape of water specified in your **schedule**.

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

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Loss or damage caused by deception, unless deception is used solely to gain entry to **your property**.

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

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

7. Malicious damage or vandalism

Excluding

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

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

Excluding

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

- e) Normal settlement, shrinkage or expansion
- f) The **excess** for subsidence specified in the **schedule**.
- g) Loss or damage that originated prior to the inception of this **policy**
- h) Loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) Loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

- a) Any amount in excess of £750 in any **period of insurance**.

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

Excluding

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

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

Excluding

- a) Any amount in excess of £5,000
- b) Loss or damage to the apparatus from which water or oil has escaped.

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

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

Excluding

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

17. Malicious Damage caused by the Tenants to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) Loss or damage caused by **uninsurable risks**
- b) Loss or damage caused by **vermin**; fungus; insects or domestic pets.
- c) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An **excess** of £250 applies if the **property** is **unoccupied** for 30 days or more.
- d) Cost of normal maintenance.
- e) Loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) Loss or damage as a result of any building alterations, renovations or repairs.
- g) Loss or damage if previously specifically excluded from cover.
- h) Any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
- i) Any loss or damage which is insured by a **policy** issued to the **tenant**.

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

If **you** have provided **your administrator** with the **sum insured** in:

- a) Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors,
- b) Section 2, these may be adjusted each month in accordance with the consumer durables section of the Retail Price Index, or another appropriate index.

No additional premium will be charged for each monthly increase.

At each renewal **you** will be requested to provide or confirm the **sum insured** which will be used as the basis to calculate the premium required. The **sum insured** will be shown on the renewal **policy 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:

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

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

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

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

Section 2 – Landlord's Contents

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

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

Excluding

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

2. Storm or flood

Excluding

- a) **Landlords contents** in the open
- b) Loss or damage caused by frost

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

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

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) Loss or damage caused by gradual emission
- d) The **excess** for escape of water specified in the **schedule**.

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

Excluding

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

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

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

7. Malicious damage or vandalism

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

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

Excluding

- a) Loss or damage if previously specifically excluded from cover
- b) Loss or damage caused by normal wear and tear
- c) Loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) Loss or damage caused by cleaning or making repairs or alterations

- e) Loss or damage caused by pets
- f) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- g) Loss or damage as a result of mechanical or electrical breakdown.

CONDITIONS THAT APPLY TO SECTION 2 – LANDLORD’S CONTENTS

Index-linking Clause

The **sums insured** in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will show on the renewal **schedule**.

Basis of Claims Settlement

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

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

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

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

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

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

Section 3 – Landlord’s Legal Liability

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

Excluding

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

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

General Conditions – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

You must take reasonable care to

- a) Supply accurate and complete answers to all the questions **your** broker 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 **your** broker of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **your** broker as soon as possible.

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

Subrogation

If a third party is believed to be responsible for any claim, we may take over, defend or settle the claim, or take up any claim in your name for our own benefit. This is known as exercising our right of subrogation. You must give us all the help and information we reasonably require for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

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 one of the following precautions is put in place:

- a) The gas and water system is turned off and drained at the mains;

Or

- b) Any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

Failure to comply with this condition may affect **your** ability to make a claim.

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 there is any other insurance policy covering the same loss, damage or liability we will not pay more than our rateable share.

Fraudulent / False Claims

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

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

We;

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

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

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes

General Exclusions – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

a) Radioactivity

Loss or damage from any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

b) War and Civil Risks

Loss or damage from any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

c) Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation

d) Deliberate Act

Loss or damage caused intentionally by **you**, or anyone working on **your** behalf.

e) Existing Damage

Loss or damage occurring prior to the commencement of **your** insurance cover.

f) Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

g) 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.

h) Electronic Data Exclusion

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature

i) Motor Vehicles

Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

j) Domestic Pets

Loss or damage caused by domestic pets, insects or **vermin**.

k) Pollution

Loss including any loss of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a **period of cover** provided by this policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

l) Faulty workmanship, Design or Materials

Loss or damage or legal liability directly or indirectly arising from faulty workmanship, faulty design or using faulty materials.

m) Infectious or Contagious Disease

Notwithstanding any other provision herein, Your Insurance Policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (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.

Canceling Your Policy

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

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

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

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 16.

Renewal of Your Policy

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

Policy Limits

All sections of the policy have limits to the amount that we will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on your policy schedule.

Policy Excess

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

How Do I Make A Claim Under My Insurance Policy?

CLAIMS UNDER SECTION 1 & 2 – BUILDINGS & CONTENTS

Davies Group

Telephone Number: 0343 227 7298

E-mail address: newclaims.ukgeneral@davies-group.com

Address: Two Smithfield, Leonard Coates Way, Stoke-On Trent, ST1 4FD

CLAIMS UNDER SECTION 3 – LIABILITY

Langleys Solicitors LLP

Telephone Number: 01904 686790

Email address: ukg@langleysclaimsservices.com

Address: Queens House Micklegate York YO1 6WG

UK General Ltd is an insurers' agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

Claims Procedures – APPLICABLE TO ALL SECTIONS OF THIS POLICY

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

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

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

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

Complaints Procedure

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

SALE OF THE POLICY

Please contact the broker who arranged the insurance on **your** behalf.

CLAIMS

SECTION 1 & 2 BUILDINGS & CONTENTS

Davies Group
Two Smithfield
Leonard Coates Way
Stoke-on Trent
ST1 4FD
Tel: 0343 227 7298
Davies Group
Email: CRT@davies-group.com

SECTION 3 – LIABILITY

Langleys Solicitors
Queens House
Micklegate
York
YO1 6WG
Tel: 01904 686790
Email: ukg@langleysclaimsservices.com

In all correspondence please state that your insurance is underwritten by UK General Insurance Limited Insurance and quote your unique policy number from your policy schedule.

Following our complaints procedure does not affect your legal rights as a consumer. For further information you can contact the Citizens Advice Bureau or Trading Standards.

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

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk.

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

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

Online Dispute Resolution Portal

If you have purchased the insurance policy online, you may also raise your complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct

Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Regulatory Information

Claims and Underwriting Exchange Register

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.

Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

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

Why do we process your data?

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

What information do we collect about you?

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

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

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

UK General’s full privacy notice

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

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>