



ARO

Product **Residential
Landlord**



Introduction

Thank **you** for choosing "Aro Landlord".

Aro Landlord is a trading name of ARO UNDERWRITING GROUP LIMITED, who are authorised to underwrite and administer this policy on behalf of Liberty Mutual Insurance Europe Limited and Allied World Assurance Company (Europe) dac,

Liberty Mutual Insurance Europe Limited (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE (company number 1088268, PCA/FCA no.: 202205) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England & Wales at 20 Fenchurch Street, London, EC3M 3AW. Tel.: +44 (0) 20 3758 0000.

Allied World Assurance Company (Europe) dac, a private company (company number 361888, EEA/FCA no.: 219772) registered in Ireland with its registered office at 3rd Floor Georges Quay Plaza, Georges Quay, Dublin 2, Ireland and its UK branch office at Floor 19, 20 Fenchurch Street, London EC3M 3BY. The company is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details of the extent of regulation by the Financial Conduct Authority are available on request.

Brexit

The/An insurer under this policy is Liberty Mutual Insurance Europe Limited (LMIE) (company number 1088268, PRA/ FCA reference number 202205).

LMIE will convert into a UK public limited company and subsequently into a European public limited company (Societas Europaea) during the term of this policy. Following the conversion of LMIE into a Societas Europaea, it is intended to transfer the corporate seat of LMIE from the UK to Luxembourg and, at the same time, establish a UK branch of LMIE. It is possible that the proposed transfer of LMIE's corporate seat to Luxembourg will also take place during the term of this policy. We will notify you of the proposed transfer of LMIE's corporate seat to Luxembourg in accordance with regulatory requirements, prior to completion of the transfer.

After the transfer of LMIE's corporate seat to Luxembourg, any communication concerning this policy, including for claims or complaints, may be directed to:

- (i) your broker (all policyholders);
- (ii) LMIE's new Luxembourg registered office (all policyholders);

(iii) the LMIE branch that issued your policy (if your policy was issued through one of LMIE's branches in the EEA or Switzerland); and

(iv) LMIE's UK branch at its current UK registered office address (if your policy was issued by LMIE in the UK).



Should LMIE move its corporate seat to Luxembourg from the UK, it will be authorised and regulated by the Luxembourg Commissariat aux Assurances in place of the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA). LMIE will initially passport into the UK on an establishment basis and its UK branch will then be subject to limited regulation by the FCA and the PRA. Following Brexit, LMIE's UK branch will also be authorised and regulated by the PRA and FCA.

Please note that complaints with respect to LMIE's UK branch may continue to be referred to the UK Financial Ombudsman Service, assuming there is no change in the law. Complaints with respect to LMIE's activities once LMIE has transferred its corporate seat to Luxembourg may also be referred to the following bodies:

- the Commissariat aux Assurances;
- the National Consumer Ombudsman Service (Service national du Médiateur de la consommation); and
- the Médiateur en assurance.

Please note that if you are a policyholder located outside Luxembourg or the UK, if permitted by the laws in your country, you may also refer complaints to the competent complaint body in your jurisdiction.

Neither the insurer nor the insured will have any right to terminate the policy, or take any other action, and nor will any party's rights or obligations in any way be changed, on the basis of any of the foregoing having occurred.

Ref: LSM Brexit Preamble for LMIE policyholders_01.2018

This is **your** Residential Landlord **Property** Owners insurance policy. This policy is a contract between **you** and **us** and has been provided to **you** following the information **you** gave **us** when **you** applied for the insurance and **your** agreement to pay the premium. The information may have been provided to **us** on a



statement of fact or a proposal form. If any of the information recorded in the proposal form or statement of fact is incorrect, **you** may find **you** have no cover at all. **You** should keep this policy in a safe place; where possible **you** may need to refer to it if **you** have to make a claim.

In return for **you** having agreed to pay **your** premium including any tax applicable and subject to the policy terms and conditions **we** will insure **you** under those sections shown in **your schedule** during the period of insurance.

If more than one **property** is insured under this policy this contract applies as if each is separately insured.

This policy, **your schedule** and any endorsements should be read as if they are one document.

Please read them carefully and check that they meet your needs. Any query should be referred to your insurance broker or intermediary as soon as reasonably practicable.

If **you** have any questions, please contact **your** broker

Signed on behalf of The Company

James Bright
BSc(Hons) ACII
Managing Director
Aro Underwriting Group Ltd



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Definitions

Certain words have specific meanings wherever they appear throughout this policy. They are printed in bold type and will always have the following meaning:

Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

Bodily injury

Death, illness, injury disease or nervous shock.

Buildings

The **property**, its permanent **fixtures and fittings**, wooden laminate or vinyl flooring and coverings, patios, terraces, paths, drives, walls, gates, fences, hard tennis courts, sunken swimming pools, cesspits, septic tanks, central heating fuel tanks, meters (but not the **contents** of the meter), lampposts and railings, all situated at the risk address shown in **your schedule**.

Contents

Household goods, furniture, furnishings and appliances and other domestic property, as detailed in the Landlord's **property** inventory forming part of the tenancy agreement, all belonging to **you** as landlord while at the address specified in **your schedule**.

But excluding:

- a) Motor vehicles, caravans, trailers, aircraft, watercraft and their accessories, contact lenses, dentures, hearing aids, animals, mobile telephones, money, documents and bicycles.
- b) **Property** and tools used for business purposes.
- c) **Contents** which are insured more specifically under other sections of this insurance.
- d) **Contents** in an outbuilding more than 5 % of the total **contents** sum insured.
- e) **Property** belonging to any **tenant**

Employee

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



Excess

The **excess** is the first part of the claim that **you** (the customer) have agreed to pay. The **excess** for each section of this policy is specified in the relevant section, or where no **excess** is specified in the policy, the amount set out in **your schedule**. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be payable.

Fixtures and fittings

- built-in furniture
- built-in domestic appliances
- fixed glass and sanitary ware
- fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters.

Property

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

Premises

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

Schedule

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

Tenant

The person or people legally occupying the **property**.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the existing government of any nation or any political division of such nation or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system

And/or

- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.



United Kingdom

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

Unoccupied

Whenever the whole or any self-contained part of the **property** is without an adult in authorised residence for more than 60 consecutive days.

Wear and tear

Loss or damage that has occurred naturally or inevitably through aging or normal use.

We, us or our

Liberty Mutual Insurance Europe Limited, Allied World Assurance Company (Europe) dac, as insurers of **your** policy and Aro Underwriting Group Limited, who are authorised to underwrite and administer **your** policy on behalf of Liberty Mutual Insurance Europe Limited and Allied World Assurance Company (Europe) dac,

You or your

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



Information

Complaints Procedure

General Insurance Complaint Procedure-

If you feel dissatisfied with the service you have received

Our Service

Our aim is always to provide **you** with the highest level of customer service. If **you** feel that **we** have failed to maintain this standard, then this document outlines the procedure **we** will use to deal promptly and fairly with any issue **you** raise. Please note that **we** record and monitor all complaints centrally to make sure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

If you wish to make a complaint, you can do so at any time, free of charge, by referring the matter by e-mail, in writing, by telephone or in person to

E: ian.page@aro-underwriting.com

W: www.aro-underwriting.com

Customer Services

Aro Underwriting
Group Ltd,
Sackville House,
55, Buckhurst
Avenue,
Sevenoaks.
Kent
TN13 1LZ
T: 01732 783575

What we need to know

Please make sure **you** are able to quote **your** policy details, including **your** policy number.



What we will do

If **we** resolve **your** complaint to your satisfaction within 3 business days after the day of receipt, **you** will receive a Summary Resolution Communication in writing. This response will include the fact that a complaint was made and is now considered resolved, either by accepting the complaint and offering redress; or rejecting the complaint with a full explanation.

If **we** are unable to resolve **your** complaint by the close of 3 business days, **we** will escalate this to a formal complaint stage. **We** will notify **you** with an acknowledgment letter, outlining timescales and the details of who will be handling **your** complaint. **We** will send you a final response letter within 8 weeks of receipt of the complaint. In some circumstances, if the complaint concerns the insurers of **your** policy we will make sure **your** complaint is passed to them in order to respond to **you** quickly to proceed in accordance with the process as explained above. If that is the case, they will contact you direct and explain when you will hear further from them.

If you wish you can complain direct to your insurer **Liberty Mutual Insurance Europe Limited**. Please see their contact details as follows:

Complaints Manager,
Liberty Mutual Insurance Europe Limited
20 Fenchurch Street
London EC3M 3AW
Phone: 020 375 80840
Email: Complaints@libertyglobalgroup.com

If after making a complaint **you** are still not satisfied (or **we** (or your insurer) have failed to respond within 8 weeks of receipt of **your** complaint) **you** may be entitled to refer the dispute to the Financial Ombudsman Service ("FOS"), who can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone 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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk. Eligible complainants are: (a) Private policyholders



acting outside their trade, business or profession; (b) charities with an annual income of less than £1m; or (c) commercial policyholders with a group annual turnover less than €2m and fewer than 10 employees. Further information along with the details of how to submit a complaint to the FOS is available on their website, via the following link <http://www.financial-ombudsman.org.uk/default.htm>

Making a complaint will not affect **your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS compensates the customers of an insurer or insurance intermediary if it is unable to meet its obligations under a policy due to financial difficulties (for example, if it has been placed in provisional liquidation or administration).

Full details and further information on the scheme are available from the FSCS at www.fscs.org.uk

Governing law and legal system

This policy shall be governed and construed under the laws of England and shall be exclusively subject to the English courts unless **we** agree with **you** otherwise.

Cancellation

You have the right to cancel this policy for whatever reason within 14 days of the commencement of this policy or from when **you** get **your** policy documentation (whichever happens later) and **you** will receive a full return of any premium paid, unless a claim has been made.

If you cancel after 14 days of the commencement of this policy or from when **you** get **your** policy documentation (whichever happens later) and provided that **you** have not had a claim accepted under this policy, **we** will refund the premium for the exact number of days remaining in the current period of insurance minus an administration fee of £15 to cover our administration costs.

If no premium has been paid and **you** have not had a claim accepted under this policy, **we** only will charge **you** for the exact number of days for which **you** have had this policy (inclusive of Insurance Premium Tax) minus an administration fee of £15 to cover our administration costs.



If a claim has been accepted under this policy, no refund of premium for the unexpired portion of the current period of insurance will be returned to **you**.

In order to cancel this policy, please contact **your** Broker

Employers' Liability Tracing Office

Certain information relating to **your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related Injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment;

and

- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

Important Conditions

These conditions control the operation of the policy cover.

1. You must keep to the policy conditions

You must comply with the terms of this policy. **We** may refuse to pay **your** claim if the circumstances of the claim are connected to **your** breach of a term of this policy.

2. You must take reasonable care

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

3. You must accurately present the risk to us

We have provided **you** with this insurance on the understanding that **you** have accurately presented the risk to **us** in **your** answers to **our** questions.

If **your** failure to accurately present the risk was deliberate or reckless, **we** may treat this policy as if it had never existed and decline all claims. **We** also may not return to **you** any premiums paid for this policy.

If **we** establish that **your** failure to accurately present the risk was not deliberate or reckless, this policy and any claim may be affected as follows:

- If **we** would not have entered into this policy on any terms, **we** may treat this policy as if it had never existed and **we** may refuse to pay any claim. However, **we** will return to **you** any premiums paid for this policy.
- If **we** would have entered into this policy but on different terms, **we** may amend the terms of this policy (which could result in the rejection of a claim).
- If **we** would have entered into this policy on the same or different terms but **we** would have charged a higher premium, **we** may proportionately reduce the amount that **we** pay on a claim.

Failure to comply with this term will be regarded as deliberate if **you** knew at the time that **your** presentation of the risk was not accurate. Failure to comply with this term will be regarded as reckless if **you** did not care whether **you** had accurately presented the risk.

4. You must tell us about changes in your circumstances

You must tell **us** or **your** insurance broker or intermediary as soon as reasonably practicable about any material change in **your** circumstances and/or any change in material facts.

A circumstance or fact is material if it would have influenced **our** decision whether to agree to provide insurance to **you** and, if so, on what terms.

5. What you must do if you have an Unoccupied Property

Unless otherwise agreed by **us**, whenever the **property** is **unoccupied** for more than 60 consecutive days then **you** or anyone acting on **your** behalf must:

- a) notify **us** as soon as reasonably practicable of such unoccupancy and also when any **building** or portion of that **building** becomes re-occupied
- b) ensure all the main services are turned off or disconnected except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained
- c) carry out a thorough inspection of the **premises** on at least a weekly basis
and carry out as soon as reasonably practicable any work necessary to maintain the security of the **premises**
- d) remove all refuse and waste materials from the **premises** following such inspection
- e) maintain a written record of such inspections
- f) take reasonable steps to secure the **premises** against unlawful entry

6. If you have other insurance

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

7. You must undertake regular property inspections

The **property** must be inspected both externally and internally at least every 6 months by **you** or anyone acting on **your** behalf, to confirm that the **property** is maintained in a good state of repair. Records of these inspections must be kept and made available to **us** if **we** ask. Where **your property** is **unoccupied**, Condition 5 "What you must do If **you** have an **Unoccupied Property**" will apply as well as this Condition 7.

8. Contracts (Rights of Third Parties) Act 1999

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

9. Third Parties (Rights Against Insurers) Act 2010 clarification clause

In the event of **your** insolvency, a claimant who is not a party to this policy may have the right to apply to the Court to enforce the provisions of this policy under the Third Parties (Rights Against Insurers) Act 2010.

10. What you must do if a Claim occurs

When **you** know **you** may have to make a claim under this policy **you** must provide full details of **your** claim as soon as possible after the event and always within 30 days. **You** must also follow the instructions given on page 33 of this policy and **you** must take all steps necessary to reduce further loss, damage or injury.

11. If you make a fraudulent claim

If **you** or anyone acting for **you** makes a claim under this policy which is fraudulent:

- **we** will not pay **your** claim;
- **we** may recover from **you** any sums which **we** have paid to **you** in respect of **your** claim; and
- **we** may, by notice to **you**, treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** treat this policy as having been terminated:

- **we** may refuse to pay any claims relating to an event occurring after the fraudulent act took place; and
- **we** may keep all premiums that **you** have paid to **us** under this policy.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies and **we** may share information about **you** with other organisations including the police.

12. You have a duty in relation to Maintenance/ Safety Requirements

As the landlord of a residential **property you** must provide a reasonable standard of care for to **your tenant** and **you** are required to comply with relevant Health and Safety legislation. You must adhere to all legislation relating to maintenance and safety requirements at the **property**.

13. Flat Roof Inspection and Maintenance

You must ensure, at your own expense, that all flat roof areas (where the flat roof area is in excess of 25% of the total roof area) at the **premises** are inspected at least once every year by a competent roofing contractor and that any necessary remedial work required is carried out as soon as reasonably practicable. Written



evidence of such inspections and any remedial work must be retained and made available to **us** upon request.

If **you** have failed to fulfil this condition, subject to Condition 1 **we** will not pay any claim for storm damage to the flat roof or for loss or damage caused internally by water leaking through the flat roof.



Exceptions

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

WE WILL NOT COVER:

1. Chemical, Biological or Nuclear Risks

Any loss arising directly or indirectly caused by, or contributed to, by, or arising from:

- (a) the radioactive, toxic, explosive, or other hazardous, properties of any explosive nuclear assembly or nuclear component of it
- (b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- (c) chemical, biological, or radiological irritants, contaminants, or pollutants

in relation only to residential **property**, houses and blocks of flats, and other dwellings, insured in the name of a private individual

2. Sonic Booms

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

3. War

Any loss or liability arising directly or indirectly in consequence of:

- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power
- (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- (c) any action taken in controlling, preventing, suppressing or in any way relating to
 - (a) and/or
 - (b) above.

4. Events Before the Policy Started

Loss, damage or liability arising out of any accident or incident that happened before this policy started.



5. Deliberate Acts

Loss, damage or liability arising from any accident, injury, loss or damage caused deliberately, maliciously, wilfully, recklessly or through the criminal act of **you, your** family or employees.

6. Reduction in Value

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

7. Deception

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

8. Business Property and Legal Liability

Loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession, other than in **your** capacity as a **property** owner. Any legal liability arising directly or indirectly from any business, trade or profession, other than as **property** owner.

9. Confiscation

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

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

10. Pollution or Contamination

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

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date
- (b) computer viruses.



12. Data

Any loss directly or indirectly caused by or consisting of unexplained disappearance of information, unexplained or inventory shortage, misfiling or misplacing of information.

13. Terrorism

Any loss occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or event contributing to the loss before, after or at the same time as the Terrorism.

Any loss cost or expense of whatsoever nature directly or indirectly caused by, resulting from or about, any action taken in controlling, preventing, suppressing, or in any way related to Terrorism.

In any action or other legal proceedings where **we** allege that, by reason of the provisions of this Exception, any loss is not covered under any Section of this policy the burden of proving that such loss is covered shall be upon **you**.

14. Sanctions Limitation and Exclusion Clause

We shall not provide cover nor shall **we** be liable to pay any claim or provide any benefit referred to in this policy to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

15. Wear and Tear

Wear and tear or anything which happens gradually.

16. Mould

Any loss caused directly by, consisting of or resulting from mould, mildew, fungus or spores is excluded under this policy.

However, loss directly due to mould, fungus or spores is not excluded under the policy when such mould, fungus or spores result from a peril that is covered under this policy.

If such loss results from a peril that is covered under this policy and is not otherwise excluded, **you** must report to **us** the existence and cost of the loss as soon as reasonably practicable and, in any event, no later than six months after the insured peril first caused any loss during the current period of insurance. **We** shall not cover **you** for loss reported after this six month period.



17. Movable property

Any loss for movable property in the open, fences and gates, caused by wind, rain, hail, sleet, snow, flood, or dust



Policy Cover

Section 1- Buildings

This Section covers loss or damage to the **buildings** listed in **your schedule**.

WE WILL NOT COVER under this Section:

- The **excess** detailed in **your schedule**
- Loss or damage beyond the **buildings** sum insured in respect of the **property** where the loss or damage occurred
- Wet or dry rot
- Loss arising directly or indirectly in consequence of riot, civil commotion and (except for any loss by fire or explosion) strikers, locked out workers, people engaged in labour disturbances or malicious people in Northern Ireland

Sub-Section 1

WE WILL COVER:

Loss or damage to **buildings** caused by fire, explosion, lightning or earthquake:

Sub-Section 2

WE WILL COVER:

Loss or damage to **buildings** caused by smoke

Sub-Section 3

WE WILL COVER:

Loss or damage to **buildings** caused by riot, civil commotion, strikes, labour or political disturbances

Sub-Section 4

WE WILL COVER:

Loss or damage to **buildings** caused by malicious acts.

WE WILL NOT COVER :

Loss or damage caused :

- While the **property** is **unoccupied**

The most **we** will pay for malicious acts caused by **your tenants** or their guests is £2,500 [for any one claim] [in any one period of insurance] less any amount recoverable from any security deposit lodged by the **tenant**.

Sub-Section 5**WE WILL COVER:**

Loss or damage to **buildings** caused by storm or flood.

WE WILL NOT COVER :

Loss or damage :

- Caused by frost
- To gates, hedges and fences
- Caused by a rise in the water table or other gradually occurring cause

Sub-Section 6**WE WILL COVER:**

Loss or damage to **buildings** caused by

- (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank
- (b) Oil escaping from any fixed domestic heating installation.

WE WILL NOT COVER :

Loss or damage caused while the **property** is unoccupied

Sub-Section 7**WE WILL COVER:**

Theft or attempted theft, following forcible and violent entry to or exit from the **property**.

WE WILL NOT COVER :

Loss or damage caused:

- By people lawfully on the **premises**
- While the **property** is unoccupied

Sub-Section 8**WE WILL COVER:**

Collision by:

- (a) Aircraft or other aerial devices or items dropped from them;
- (b) Vehicles, trains or animals.

WE WILL NOT COVER :

- Loss or damage caused by pets and livestock

Sub-Section 9**WE WILL COVER :**

Loss or damage to **buildings** caused by:

- (a) Falling aerials (including satellite dishes) their fittings and masts;
- (b) Falling trees or branches.



We will also pay the cost of removing them if they have caused damage insured by this Section 1 to the **buildings**.

Sub-Section 10

WE WILL COVER :

Loss or damage to **buildings** caused by:
Subsidence or ground heave of the site that the **buildings** stand on or landslip.

WE WILL NOT COVER :

The **excess** detailed in **your schedule**

Damage caused by or resulting from:

- Coastal or river erosion
- Faulty design, workmanship or the use of defective materials
- Demolition, structural changes or repair to the **buildings**
- The movement of solid floor slabs unless the foundations beneath the external walls of the **property** are damaged at the same time and by the same cause
- The bedding down of new structures, settlement, shrinkage or expansion
- The action of chemicals or chemical reaction

Damage:

- To walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the **property** is damaged at the same time and by the same cause
- For which compensation is provided by the National House Building Council Scheme, or other similar guarantee

Sub-Section 11

WE WILL COVER :

Loss or damage to **buildings** caused by frost damage to interior fixed domestic water or heating installations in the **property**.

WE WILL NOT COVER :

Loss or damage caused while the **property** is unoccupied

Sub-Section 12

WE WILL COVER :

- Loss or damage to glass, sanitary ware and ceramic hobs
- Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass and sanitary ware all forming part of the **property**.

WE WILL NOT COVER :

Breakage caused while the **property** is unoccupied

Sub-Section 13

WE WILL COVER :

- Loss or damage to cables, pipes and tanks;
- **Accidental damage** for which **you** are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the **property**.

WE WILL NOT COVER :

- The cost of cleaning blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.
- Damage caused to pitch fibre drains and by any hidden defect in the design, construction or installation of the drains

Sub-Section 14

WE WILL COVER :

Trace and Access following damage insured by Sub-Section 6 **we** will also pay the costs **you** incur in locating the source of the damage up to £2,500 for any one claim

WE WILL NOT COVER :

- Any amount in excess of £25,000 in any one period of insurance

Sub-Section 15

WE WILL COVER :

Extra Costs, following damage covered by this section and with **our** consent **we** will pay:

- the costs of complying with any government or local authority requirement;
- fees to architects, surveyors and consulting engineers;
- legal fees;
- the cost of clearing the site and making it and the **property** safe.

WE WILL NOT COVER :

- Costs or fees for preparing and handling a claim under this Sub-Section
- Costs of complying with requirements that **you** were given notice of before the damage occurred
- Costs for undamaged parts of the **buildings** except the foundations of the damaged parts

Sub-Section 16

WE WILL COVER:

Temporary accommodation and loss of rent if **your property** is uninhabitable due to damage covered by this section, **we** will cover:

- the reasonable extra cost of similar temporary accommodation for the **tenant**
- or
- rent which should have been paid to **you** until the **property** is fit for habitation again for a maximum period of 24 months.



The most **we** will pay [for any one claim] [in any one period of insurance] is 30 % of the **buildings** sum insured by this Section 1.

However, if the loss or damage is caused by malicious acts by **your tenants** or their guests, the most **we** will pay is £2,500 or three months' rent, whichever is the lesser.

Sub-Section 17

WE WILL COVER:

Moving **property**.

If **you** are selling the **property we** will insure the buyer under this Sub-Section between the date of exchange of contracts, or conclusion of missives (in Scotland), and the completion date unless the buyer has arranged his own insurance.

In order for this cover to apply, formal completion must have taken place by the time **you** make the claim. **You** and the buyer must keep to the terms and conditions of this policy.

Sub-Section 18

WE WILL COVER:

Emergency Access/Landscape Gardens

Loss or damage to the **buildings** or landscaped gardens or grounds within **your premises** caused by a member of the emergency services breaking into the **property** to prevent loss or damage to **your property**.

The most **we** will pay is £1,000 [for any one claim] [in any one period of insurance].

Sub-Section 19

WE WILL COVER:

Replacement of Locks

The insurance by this section extends to cover costs incurred as a result of the necessary replacement of locks at the **property** described in the **schedule** following theft of keys from **you**.

The most **we** will pay is £500 [for any one claim] [in any one period of insurance].



Sub-Section 20

WE WILL COVER:

Unauthorised use of Electricity Gas or Water

The insurance by this section extends to include the cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by people taking possession or occupying the **property** without **your** authority.

Provided that **you** shall take all practical steps to end such unauthorised use as soon as it is discovered.

The most **we** will pay is £1,000 [for any one claim] [in any one period of insurance].

Sub-Section 21

WE WILL COVER:

Property Owners Liability

We will cover **you** for **your** legal liability:

(a) as owner but not occupier of the **buildings** and their land

or

b) resulting from **your** previous ownership of any private property under Section 3 Defective Premises Act 1972.

For damages, costs and expenses if following an accident during the period of insurance someone suffers **bodily injury** or their **property** is damaged.

The most **we** will cover any claim or claims arising from one event is the maximum sum insured specified in **your schedule**, plus costs agreed by **us** in writing.

WE WILL NOT COVER :

Liability arising directly or indirectly from:

- Any contract or agreement that says **you** or a member of **your** family are responsible for something which **you** or they would not otherwise have been responsible for
- The occupation of the **buildings**
- Any business or professional use of the **buildings** other than in **your** capacity as owner of the **property**
- any loss caused by or contributed to by, or arising from, or occasioned by or resulting
- from riot or civil commotion.

Liability for:

- **Bodily injury** to **you** or to a person employed by **you**
- **Property** belonging to **you** or for which **you** are responsible
- Any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification.



Sub-Section 22

WE WILL COVER:

Accidental Damage to the buildings

This cover only applies if **you** have selected it and it is shown in **your schedule**

WE WILL NOT COVER :

Any loss or damage which **we** have indicated that **we** will not cover under Sub-Sections 1 to 13 of this Section

Cost of maintenance or routine decoration

Damage occurring while:

- The **property** is unoccupied
- The **property** is undergoing demolition, structural changes or structural repair

Damage caused by or arising from:

- Insects, parasites, vermin, fungus or mildew
- Chewing, scratching, tearing or fouling by pets
- Atmospheric or climatic conditions or frost (except as covered by Sub-Section 11 of this Section)
- Changes, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown
- Faulty design or workmanship or the use of faulty materials
- Structural movement, settlement, shrinkage

Policy Cover

Section 2 - Contents

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

This Section covers loss or damage to **contents** which **you** own or for which **you** are legally responsible while in a **property** listed in **your schedule**.

WE WILL NOT COVER under this Section:

- The **excess** detailed in **your schedule**
- Any loss or damage beyond the **contents** sum insured in respect of the **property** where the loss or damage occurred

Sub-Section 1

WE WILL COVER:

Loss or damage to **contents** caused by fire, explosion, lightning or earthquake.

Sub-Section 2

WE WILL COVER:

Loss or damage to **contents** caused by smoke.

Sub-Section 3

WE WILL COVER:

Loss or damage to **contents** caused by riot, civil commotion, strikes, labour or political disturbances.

Sub-Section 4

WE WILL COVER:

Loss or damage to **contents** caused by malicious acts.

WE WILL NOT COVER :

Loss or damage caused :

- While the **property** is unoccupied

The most **we** will pay for malicious acts caused by **your tenants** or their guests is £2,500 [for any one claim] [in any one period of insurance] less any amount recoverable from any security deposit lodged by the **tenant**.



Sub-Section 5

WE WILL COVER:

Loss or damage to **contents** caused by storm or flood.

WE WILL NOT COVER :

Loss or damage caused by a rise in the water table or other gradually occurring cause

Sub-Section 6

WE WILL COVER:

Loss or damage to **contents** caused by

- (a) water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank
- (b) oil escaping from any fixed domestic heating installation.

WE WILL NOT COVER :

Loss or damage caused while the **property** is unoccupied

Sub-Section 7

WE WILL COVER:

Theft or attempted theft, following forcible and violent entry to or from the **property**.

WE WILL NOT COVER :

Loss or damage caused:

- By people lawfully on the **premises**
- While the **property** is unoccupied

Sub-Section 8

WE WILL COVER:

Collision by:

- (a) Aircraft or other aerial devices or items dropped from them;
- (b) Vehicles, trains or animals.

WE WILL NOT COVER :

- Loss or damage caused by pets and livestock

Sub-Section 9

WE WILL COVER :

Loss or damage to **contents** caused by:

- (a) Falling aerials (including satellite dishes) their fittings and masts
- (b) Falling trees or branches.

We will also pay the cost of removing them if they have caused damage insured by this Section to the **contents**.

Sub-Section 10

Subsidence or ground heave of the site that the **buildings** stand on or landslip.

WE WILL NOT COVER :

Damage caused by or resulting from coastal or river erosion

Sub-Section 11

WE WILL COVER :

Temporary accommodation and loss of rent if **your property** is uninhabitable due to damage covered by this Section **we** will cover:

- the reasonable extra cost of similar temporary accommodation for the **tenant** or
- rent which should have been paid to **you** until the **property** is fit for habitation again for a maximum period of 24 months.

The most **we** will pay [for any one claim] [in any one period of insurance] is 30% of the **contents** sum insured by this section or £2,000 whichever is the lesser

Sub-Section 12

WE WILL COVER :

Property Owners Liability

We will cover **you** for legal liability as owner of landlord's **contents** at the **property** insured by this section, for damages and claimant's costs arising out of accidental **bodily injury** (including death, disease or illness) or **accidental damage** to material property occurring during the current period of insurance.

The most **we** will cover in respect of any claim or claims arising from one event is the maximum sum insured specified in **your schedule**, plus costs agreed by **us** in writing.

We will also pay legal costs and expenses agreed by **us**.

WE WILL NOT COVER :

Liability arising from:

- **Bodily injury** to **you** or a member of **your** family or to a person employed by **you** or a member of **your** family
- Damage to property owned or held in trust by or in **your** custody or control
- Any contract or agreement that says that **you** are liable for something which **you** would not otherwise have been liable for
- Ownership of any land or building including the **property**
- The ownership, custody, control or use of:
 - Road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs)
 - Caravans, horse boxes or trailers
 - Aircraft, hang-gliders, hovercraft, watercraft or any other equipment

- designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by **you** or a member of **your** family) or parts or accessories designed for or intended for use on or in any of them
- Animals other than domestic pets and horses kept for private hacking;
- Dogs of a type referred to in the Dangerous Dogs Act 1991
- Firearms, except legally-held sporting guns while being used for sporting purposes
- Any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification.

Sub-Section 13

WE WILL COVER:

Accidental Damage to the contents

This cover only applies if **you** have selected it and it is shown in **your schedule**

WE WILL NOT COVER :

Any loss or damage which **we** have indicated that **we** will not cover under Sub-Sections 1 to 10 of this Section

Cost of maintenance or routine decoration

Damage occurring while:

- The **property** is unoccupied
- The **property** is undergoing demolition, structural changes or structural repair

Damage caused by or arising from:

- Insects, parasites, vermin, fungus or mildew
- Chewing, scratching, tearing or fouling by pets
- Atmospheric or climatic conditions or frost (except as covered by Sub-Section 11)
- Changes, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown
- Faulty design or workmanship or the use of faulty materials

Structural movement, settlement, shrinkage

Policy Cover

Section 3 - Employers' Liability

WE WILL COVER:

Employers' Liability

We will in the event of **bodily injury** sustained by an **employee** arising out of and in the course of the employment or engagement of such person by **you**, in connection with the Business stated in **your schedule** and caused within the **Territorial Limits** during the current period of insurance, cover **you** against legal liability for damages and claimant's costs and expenses in respect of such **bodily injury** and other costs and expenses incurred with **our** written consent.

If **you** comprise of more than one party (which term in the case of a partnership includes each individual partner), **we** will provide cover for each party under the terms of this Section against liability incurred to the other as if such other was not included as an Insured.

We will in addition pay solicitors' fees for representation at any Coroners' Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of cover under this Section.

Cover for Other Persons

We will provide cover under the terms of this Section:

- If **you** so request any partner, director or **employee** in respect of liability for which **you** would have been entitled to cover if the claim had been made against **you**.
- The legal personal representatives of any person entitled to cover under this Section in respect of liability incurred by that person.

Additional Cover

We will cover **you** or at **your** request any of **your** partners, directors or **employees** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the current period of insurance, including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings, provided that **we** shall not be liable for the payment of fines and penalties.

Limit of Liability

£10,000,000 in respect of any claim or numbers of claims arising out of one cause for **bodily injury** to **employees**.



Special Condition

Other Insurances

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance, **we** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

Rights of Recovery

The cover granted by this Section is deemed to be in accordance with the provisions of any law enacted in the **Territorial Limits**, relating to the compulsory insurance of liability to **employees** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

WE WILL NOT COVER:

- **Bodily injury** arising in connection with work on offshore installations or transit to and from such installations.
- **Bodily injury** arising when the **employee** is
 - i. Carried in or upon a vehicle
 - ii. Entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security.



How to make a claim

If you wish to make a claim please contact:

CLAIMS MANAGER

The Claims Manager for the purpose of the Claims Conditions is;
Davies Managed Systems, 4th Floor, Telecom House, Trinity Street, Hanley, Stoke on Trent, ST1 5NA.

To notify a loss, or a circumstance, claim or an Impending prosecution etc. under Sections 2 or 3 email:

newclaims.liberty@davies-group.com

All other communications with the Claims Manager shall be sent by email to:

post.liberty@davies-group.com

or by post or by hand to DMS at the above address.

The Claims Manager will also be available on **0344 8562 364**.

Immediately tell the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number

Please also refer to "**Conditions**" on page 12-15 and "**How we settle your claim**" on pages 34-36.

How we settle your claim

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

We will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident.

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

- In the Conditions on pages **12-15**.
- In the Exceptions on pages **16-19**.
- Under what WE WILL NOT COVER for each Section and Sub-section on pages **20-32**.

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

Section 1: Buildings

In the event of a claim for loss or damage to **buildings**, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment for the damaged part of the **buildings** provided that:

- immediately before the loss or damage, the **buildings** were in a good state of repair and properly maintained;
- the **building** sum insured shown in **your schedule** is sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the Extra Costs as set out in Section 1 Sub-Section 15; and
- the reinstatement or repair is carried out without delay.

If the **buildings** subject to a claim are underinsured at the time of loss or damage, **we** only will make a payment for the damaged part(s) of the **building**. The **buildings** also may be subject to the Underinsurance clause on page 35 of this policy.

If repair or rebuilding is not carried out within a reasonable period of time, **we** only will pay the amount by which the **property** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.



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

We will not cover the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

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

Underinsurance

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

Section 2: Contents

As long as the loss or damage is covered under this policy, **we** will decide whether to settle a claim by either repairing or replacing property.

Alternatively, at **our** option, **we** will pay the cost at which **we** can replace the item through **our** network of suppliers.

An amount for wear, tear and depreciation will be taken off:

- for clothing and linen;
- if at the time of the loss or damage the limit on **contents** is not adequate to replace the **contents** as new after allowing for wear, tear and depreciation for clothing and linen.

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

We will not cover the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

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



Underinsurance

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