

# Your Policy Document

Landlords Insurance

Please read this booklet carefully to ensure that the cover provided by this policy meets your needs and expectations.

Policy Document PNL/PS/006

 **paymentshield**  
we've got it covered

# Contents Page

Page

About Your policy	1
The insurance contract	2
Section A Policy definitions	3
Section B Buildings cover	5
Section C Optional Covers for your Buildings	8
Section D Liability insurance included in your Buildings cover	10
Section E Contents cover	13
Section F Accidental Damage to Contents	16
Section G General conditions	17
Section H Special claim conditions	18
Section I General exclusions	19
Section J Duration of the insurance	21
Section K The payment of premiums	21
Section L Administration Charge	21
Section M How to claim	21
Section N Helpline services	22
Section O Cancellation rights under the policy	22
Section P How to cancel your policy	22
Section Q What you should do if you have a complaint	23
Section R Fair Processing Notice	23
Section S Underwriting	25
Section T Enquiries and Assistance	25
Section U No Claims Discount	25

Policy Document PNL/PS/006



**Large  
Print**

This Policy Document is also available in Braille and Large Print

# About your policy - Understanding and using your policy

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 3 to 4 'Policy Definitions'. Whenever a word with a special meaning is used it will be printed in bold type.

Your policy is made up of the policy wording and the policy documentation, including your certificate, insurer schedule, statement of fact and statement of price.

The policy wording explains what is and what is not covered, how we settle claims and other important information.

The certificate shows the cover selected. Please keep your certificate with the policy wording. The Insurer Schedule shows details of your insurer, the statement of fact sets out the information you have told us and the statement of price explains your premium.

The Administrator will send you new policy documentation including your certificate, insurer schedule, Statement of Fact and statement of price (if your price has changed), whenever you or we make a change to the insurance and each year before the renewal date so you can check that the cover still meets your needs.

Once you have received your policy you will have 30 days to make sure the cover is exactly what you need. If it isn't, you can send back your documents and ask the Administrator to make any necessary changes. Alternatively, you can request cancellation of the policy and you will receive a full refund of premium, less any administration or cancellation charges, as long as no claim has been made.

Remember to keep your sum insured up to date.

If you have selected buildings insurance, you should make sure your sum insured remains adequate to rebuild the insured property if you extend or make improvements to the insured property, such as installing double-glazing, adding a fitted kitchen or conservatory.

If you have selected furnished or unfurnished contents your cover is for replacement as new. Remember to make sure your sum insured remains adequate to replace your contents if you buy new items. You should make certain that your furnished or unfurnished contents are insured for the correct amount at all times.

If you have any questions please contact the Administrator.

## About your policy - Guidance when making a claim

### Claim notification

Conditions that apply to the policy in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers;
- Personal details necessary to confirm your identity;
- Policy number;
- The date of the incident;
- The cause of the loss or damage;
- Details of the loss or damage together with claim value if known;
- Police details where applicable;
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs;
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## Preferred suppliers

**We** take pride in the claims service **we** offer to **our** customers. **Our** philosophy is to repair or replace lost or damaged property where **we** consider it appropriate and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but, on request, **we** agree to pay **you** a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

## The insurance contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **policy** documentation including **certificate**, **insurer schedule**, Statement of Fact and **statement of price**, make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this **policy** wording:

- For those sections which are shown on **your certificate**;
- For the **period of insurance** set out on the same **certificate**.

**Your** part of the contract is:

- **You** must pay the **premium** as shown on **your statement of price** for each **period of insurance**;
- **You** must comply with all the terms and conditions set out in this **policy**.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the **premium** or **you** may find that **you** do not have any cover.

The administrators will renew **your policy** and write to **you** 21 days in prior to **your** renewal date to confirm **your** new price. The administrators may annually review **your policy** including insurer and **your** renewal price and will write to **you** 21 days prior to **your** renewal date, confirming a change in **your** insurer or **policy** terms and conditions.

If **you** provide **us** with **your** consent, **we** may transfer **your policy** to a new insurer. **We** will write to **you** in advance with details of the new insurer and the offer of insurance. The **administrator** will explain how **you** can revoke **your** consent and remain with **your** existing insurer.

## Choice of Law

Under the laws of the **United Kingdom** (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the **United Kingdom** in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **United Kingdom** in which **you** live.

This **policy** has been issued by the insurer specified in **your insurer schedule** in the **United Kingdom**.

## Use of Language

The language used in this **policy** and any communication relating to it will be English.

## Section A - Policy definitions

The special words **we** use in this **policy** wording are shown in **bold type** with their meanings alongside them. Wherever these words appear in the **policy** wording they will always have these meanings.

<b>Accidental damage</b>	means visible damage which has not been caused on purpose or inevitably.
<b>Administrator</b>	means Paymentsshield Limited.
<b>Buildings</b>	means the insured property, landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates.
<b>Certificate selected</b>	means the document the <b>administrator</b> will send <b>you</b> that details the cover <b>you</b> have under this <b>policy</b> .
<b>Contents</b>	<p>means domestic furniture and furnishings (excluding <b>valuables</b>) which belong to <b>you</b> and are in the <b>insured property</b> including televisions, satellite and radio receiving aerials, fridges, freezers, washing machines, tumble driers, dishwashers, microwaves, gas and electric cookers and meters, telephones, fixtures and fittings belonging to <b>you</b>, or for which <b>you</b> are legally responsible. <b>Contents</b> does not include the following:</p> <ul style="list-style-type: none"><li>• Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), personal watercraft, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items;</li><li>• Pets and livestock;</li><li>• <b>Securities</b> and documents;</li><li>• Mobile telephones;</li><li>• Any items more specifically insured by any other insurance <b>policy</b>; or</li><li>• Any item used for <b>your</b> trade or profession except in conjunction with <b>you</b> owning the <b>insured property</b>.</li></ul>
<b>Excess</b>	means the first part of the claim which <b>you</b> have agreed to bear.
<b>Furnished</b>	means originally contracted to let to a <b>tenant</b> including full or partial furniture.
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>Insured property</b>	means <b>your</b> private dwelling in the <b>United Kingdom</b> as detailed on <b>your certificate</b> . This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the <b>insured property</b> .
<b>Insurer Schedule</b>	means the document the <b>administrator</b> will send <b>you</b> that details the insurer <b>you</b> have selected under the <b>policy</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	means cash, currency notes, bank notes, money orders, cheques, postal orders, National Insurance stamps, savings stamps or certificates, premium bonds, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phonecards, prepaid electricity and gas meter cards and any other <b>negotiable security</b> which belong to <b>you</b> and are not used for business.
<b>Negotiable Security</b>	means a security that can be transferred or delivered to another person, such as stocks and shares.
<b>Period of Insurance</b>	means the period shown on <b>your certificate</b> and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or agreed to accept <b>your premium</b> .
<b>Policy</b>	means the statement of cover provided under document referenced PNL/PS/006.
<b>Premium</b>	means the amount <b>you</b> must pay for <b>your</b> cover under the <b>policy</b> .

<b>Sanitary fittings</b>	means wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools.
<b>Securities</b>	means any document or <b>certificate</b> which is proof of <b>money</b> owed.
<b>Settlement</b>	Downward movement of the site caused by the weight of the building within the first 10 years.
<b>Statement of Price</b>	means the document the administrator will send <b>you</b> which confirms the <b>premiums</b> due under <b>your policy</b> .
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> other than by <b>settlement</b> .
<b>Sum insured</b>	means the most <b>we</b> can pay for any number of claims caused by one incident.
<b>Tenant</b>	means an occupier of the <b>insured property</b> or any part of the <b>insured property</b> which must be let for residential purposes and cannot include persons seeking asylum in the <b>United Kingdom</b> . The total number of individual tenants occupying the <b>insured property</b> must not exceed six.
<b>Underground services</b>	means underground pipes, drains, cables (and their inspection covers) for which <b>you</b> are legally responsible.
<b>Unfurnished</b>	means not originally contracted to let to <b>tenants</b> as full or partially <b>furnished</b> .
<b>United Kingdom</b>	means England, Scotland, Wales, Northern Ireland.
<b>Unoccupied</b>	means that the <b>insured property</b> is not lawfully lived in by a <b>tenant</b> .
<b>Valuables</b>	means items composed of precious metal or precious stones, jewellery, watches, furs, curios and works of art, computer equipment, <b>money</b> or portable electrical equipment other than televisions or radios.
<b>You</b>	means the person named on the <b>certificate</b> .
<b>Your</b>	means belonging to <b>you</b> or for which <b>you</b> are legally responsible.
<b>We/Our/Us</b>	means the insurer specified in <b>your insurer schedule</b> .

## Section B - Buildings cover

This section explains the details of your cover if you have selected the buildings section as shown on your certificate.

1		What is covered:	What is NOT covered:
a		<b>Your buildings</b> including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and <b>sanitary fittings</b> .	
b		<b>Extra costs</b> necessary in restoring the damage by an insured cause to <b>your buildings</b> : <ul style="list-style-type: none"> <li>To pay architects, surveyors and legal fees.</li> <li>To clear debris, demolish <b>buildings</b> or make them safe.</li> <li>To comply with government or local authority requirements.</li> </ul>	Fees for preparing any claim. Any government or local authority requirements known by you before damage happens.
c		If the <b>insured property</b> is made uninhabitable by any insured cause <b>we</b> will pay for: <ul style="list-style-type: none"> <li>Loss of any rents receivable or payable including up to two years ground rent.</li> <li>The necessary cost of alternative accommodation for your tenant.</li> <li>Temporary storage of furniture incurred by you.</li> </ul> You can only claim up to 15% of the buildings sum insured.	Loss of receivable rent when the <b>insured property</b> is <b>unoccupied</b> for more than 90 (ninety) days and there is no contracted future tenancy agreement in force at the time of the occurrence of the damage.
2		What is covered:	What is NOT covered:
		<b>Damage to your buildings caused by the following:</b>	
a		Fire, smoke, explosion, lightning or earthquake.	The <b>Buildings excess</b> shown on your certificate which you must pay.
b		Riots, civil commotion, labour and political disturbances or strikes.	The <b>Buildings excess</b> shown on your certificate which you must pay. If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the unoccupancy excess shown on your certificate. Loss or damage occurring after the <b>insured property</b> is <b>unoccupied</b> for more than 90 (ninety) days.
c		Malicious damage or vandalism.	The <b>Buildings excess</b> shown on your certificate which you must pay. If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the unoccupancy excess shown on your certificate. Loss or damage caused by anyone lawfully in or within the grounds of the <b>insured property</b> . Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 (ninety) days. Loss or damage caused by an existing or evicted tenant. Loss or damage caused by a tenant carrying out illegal activities.
d		Storm or flood.	The <b>Buildings excess</b> shown on your certificate which you must pay. Loss or damage to fences, hedges and gates. Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

e	<p>Impact with the <b>insured property</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by birds or pets.</p>
f	<p><b>Subsidence</b> or <b>heave</b> of the site on which the <b>insured property</b> stands or land belonging to it or <b>landslip</b>.</p>	<p>The <b>subsidence, landslip</b> or <b>heave excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floors unless the foundations beneath the external walls of the <b>insured property</b> are damaged at the same time and by the same cause.</p> <p>Faulty workmanship, poor design or the use of defective materials or damage caused by any of them.</p> <p>Damage caused by normal shrinkage or <b>settlement</b>.</p> <p>Loss or damage caused by demolition or structural changes to the <b>insured property</b>.</p> <p>Damage to terraces, patios, tennis courts, outdoor swimming pools, drives, footpaths, walls, hedges, gates, fences, drains, septic tanks, pipes, cables and oil tanks unless the <b>insured property</b> is damaged at the same time and by the same cause.</p> <p>Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b>.</p>
g	<p>Escape of water from, or the freezing of water in washing machines, dishwashers or any fixed domestic water or heating installation.</p> <p>Escape of oil from any fixed domestic oil heating installation.</p>	<p>The <b>Escape of Water/Oil excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the <b>unoccupancy excess</b> shown on your <b>certificate</b>.</p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Damage to the fixed domestic water installation or pipework unless freezing has occurred.</p> <p>Any subsequent damage to the <b>buildings</b> in locating the escape of water.</p> <p>Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b>.</p>

h	Theft or attempted theft	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the unoccupancy <b>excess</b> shown on your <b>certificate</b>.</p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of the <b>insured property</b>.</p> <p>Loss or damage caused by an evicted <b>tenant</b>.</p> <p>Loss or damage unless forcible &amp; violent entry is used to get into or out of the property.</p>
---	--------------------------	--

3	What is covered:	What is NOT covered:
---	------------------	----------------------

	This section also provides the following cover:	
a	<p>If you have entered into a contract to sell the <b>insured property</b> and the purchaser has not insured the <b>insured property</b> before completion of the sale, the purchaser will have the benefit of this insurance up to the date of completion.</p> <p>All the terms and conditions shown in this policy wording apply to the contracting purchaser.</p>	
b	<p>We will pay for metered water charges incurred directly as a result of damage to <b>your buildings</b> by events (2a) to (2h) of the Buildings section.</p> <p>We will pay up to £5,000.</p>	<p>Loss or damage by any event listed elsewhere in the <b>Buildings</b> section and which is specifically excluded under that event.</p> <p>Loss or damage whilst the property is <b>unoccupied</b>.</p>
c	<p>We will pay the cost of metered electricity, gas or water for which you are legally liable arising from unauthorised use by anyone occupying the <b>insured property</b> without your authority.</p> <p>You must take immediate steps to end the unauthorised occupation as soon as you or your representatives become aware of it.</p> <p>We will pay up to £1,000.</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p>
d	<p><b>Accidental damage</b> to the locks of, or theft of the keys to the outside doors of, the <b>insured property</b> or to safes and alarms in the <b>insured property</b>.</p> <p>At our option we will pay the cost of:</p> <ul style="list-style-type: none"> <li>• buying new keys; or</li> <li>• changing parts of the locks; or</li> <li>• replacing the locks.</li> </ul> <p>We will pay up to £1,000.</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Loss or damage by any event listed elsewhere in the Buildings section and which is specifically excluded under that event.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p>

e	<p>We will pay for the cost of removing or lopping trees which are an immediate threat to safety of life or of damage to the <b>buildings</b>.</p> <p>We will pay up to £500.</p>	<p>The <b>Buildings excess</b> shown on your certificate which <b>you</b> must pay.</p> <p>Loss or damage to fences, hedges and gates.</p>
f	<p>We will pay for damage to gardens at the <b>insured property</b> by emergency services attending the <b>insured property</b> as a result of damage by events (2a) to (2h) of the <b>buildings</b> section.</p>	<p>The <b>Buildings excess</b> shown on your certificate which <b>you</b> must pay.</p> <p>Loss or damage by any event listed elsewhere in the Buildings section and which is specifically excluded under that event.</p>
g	<p><b>Trace &amp; Access</b></p> <p>We will pay for the cost of removing and replacing any part of the <b>buildings</b> to find and repair the source of any water or oil escaping from tanks, pipes, equipment or fixed heating system in the <b>buildings</b>.</p> <p>You can claim up to £2,500.</p>	<p>The <b>Buildings excess</b> shown on your certificate which <b>you</b> must pay.</p>
4	How much the buildings are insured for:	What is NOT covered:
a	<p>The <b>sum insured</b> you have selected is shown on your <b>certificate</b> and is the most you can claim for any one loss.</p>	

## Section C - Optional Covers for your Buildings

This section explains the details of your cover if you have selected accidental damage to buildings and/or malicious damage caused by the tenant to buildings section as shown on your certificate.

1		What is covered:	What is NOT covered:
a	<p>Accidental damage to the buildings including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and sanitary fittings.</p>	<p>The accidental damage excess shown on your certificate which you must pay.</p> <p>If the property is unoccupied for between 45 and 90 days, you must pay the unoccupancy excess shown on your certificate.</p> <p>External television receiving equipment.</p> <p>Loss or damage after the insured property has been unoccupied for more than 90 (ninety) consecutive days.</p> <p>Loss or damage by pets.</p> <p>Loss or damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition or structural changes to the insured property.</p> <p>Mechanical or electrical breakdown of any fixed domestic water installation.</p> <p>Any amount recoverable from the tenant.</p> <p>The cost of maintenance or normal decoration.</p> <p>Damage caused by your failure to follow any manufacturers instructions.</p>	
b	<p>Accidental breakage of underground drains and pipes, and Accidental Damage to cables and underground tanks providing services to or from the insured property and for which you are legally responsible.</p>	<p>The accidental damage excess shown on your certificate which you must pay.</p> <p>Costs of clearing a blockage which has not resulted in physical damage to the drain, pipe, cable or tank itself.</p> <p>Any amount recoverable from the tenant.</p> <p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</p> <p>Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of land belonging to your buildings.</p> <p>Damage caused by sulphate reacting with any materials from which your home is built.</p> <p>Loss or damage after the insured property has been left unoccupied for more than 90 (ninety) days.</p> <p>Damage by a coast or riverbank being worn away.</p>	
c	<p>Malicious Damage caused by tenants to the buildings including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and sanitary fittings.</p>	<p>The malicious damage excess shown on your certificate which you must pay.</p> <p>If the property is unoccupied for between 45 and 90 days, you must pay the unoccupancy excess shown on your certificate.</p> <p>Loss or damage after the insured property has been unoccupied for more than 90 (ninety) consecutive days.</p> <p>External television receiving equipment.</p> <p>Any amount recoverable from the tenant.</p> <p>The cost of maintenance or normal decoration.</p> <p>Damage caused by your failure to follow any manufacturers instructions.</p> <p>Loss or damage by a tenant carrying out illegal activities.</p>	

## Section D - Liability insurance included in your Buildings cover

This section explains the details of **your** liability cover if **you** have selected the **buildings** section as shown on **your certificate**.

1	What is covered:	What is NOT covered:
a	<p>You (or <b>your</b> personal representative in the event of <b>your</b> death) are insured against any legal liability for damages caused by <b>you</b> as owner of the <b>insured property</b> and its land arising from:</p> <ul style="list-style-type: none"> <li>• Accidental bodily injury (including death, disease and illness) to any person occurring during the <b>period of insurance</b>.</li> <li>• <b>accidental damage</b> or loss to material property that is not <b>yours</b> occurring during the <b>period of insurance</b>.</li> </ul> <p>Including <b>your</b> defence costs and expenses, if incurred by <b>you</b>, arising out of <b>your</b> ownership of the <b>insured property</b>.</p> <p><b>We</b> only pay for costs incurred with our written consent.</p> <p>The most <b>we</b> shall pay for a claim is £2,000,000.</p> <p>The action against <b>you</b> must be brought in a court in the United Kingdom.</p>	<p>Liability resulting from <b>your</b> trade, profession or business other than as the owner of the <b>insured property</b> covered by this <b>policy</b>.</p> <p>Legal liability arising from any contract or other agreement made by <b>you</b> unless <b>you</b> would have been liable even if <b>you</b> had not made the contract or agreement.</p> <p>Any responsibility arising from <b>you</b> owning any property or land other than the <b>insured property</b>.</p> <p>Liability arising from <b>you</b> owning or using lifts or vehicles.</p> <p>Liability arising from the <b>insured property</b> which is disposed of by <b>you</b> after the date of expiry or cancellation of this <b>policy</b>.</p> <p>Liability arising directly or indirectly from any demolition, alteration, or repair of the <b>building</b> by <b>your</b> employees.</p> <p>Any liability arising from <b>you</b> owning, possessing or using any:</p> <ul style="list-style-type: none"> <li>• Aircraft.</li> <li>• Watercraft or hovercraft.</li> <li>• Animal.</li> <li>• Caravan or trailer.</li> <li>• Firearm, crossbow, or other weapon.</li> <li>• Motor vehicle, other than gardening equipment (which is not used on a highway).</li> </ul> <p>Injury to <b>you</b>.</p> <p>Loss or damage to property owned by <b>you</b> or in <b>your</b> possession.</p> <p>Any unlawful or deliberate act.</p> <p>Bodily injury to any of <b>your</b> employees or employees working on <b>your</b> behalf or in connection with this insurance.</p> <p>Any punitive damages awarded against <b>you</b> by a court.</p> <p>Any responsibility covered by any other <b>policy</b>.</p>

b	<p>You (or your personal representative in the event of your death) are insured against any damage you are legally liable to pay which results from the ownership of any insured property previously occupied by you and insured by us which arise under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for:</p> <ul style="list-style-type: none"> <li>• Accidental death or bodily injury to another person; or</li> <li>• Loss or damage to property owned by other persons.</li> </ul> <p>Arising from faults in the insured property, including your defence costs and expenses, if incurred by you.</p> <p>We only pay for costs incurred with our written consent.</p> <p>The most we shall pay for a claim is £2,000,000.</p> <p>The action against you must be brought in a court in the United Kingdom.</p>	<p>Any punitive damages awarded against you by a court.</p> <p>Any liability which arises more than seven years after the date of expiry or cancellation of this policy.</p>
c	<p>Solicitors' fees incurred by you in respect of:</p> <p>Representation at any Coroner's inquest;</p> <p>Representation at any fatal accident enquiry;</p> <p>Defence in any court of summary jurisdiction arising out of any possible claim but not more than the sum insured or any limits shown in your policy or on your certificate.</p> <p>The inquest, enquiry or court must be in the United Kingdom.</p>	

## Buildings

### How we settle claims

If you wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 21. You should also read the Claims conditions and **Policy** exclusions on pages 18 to 21.

### How we settle claims for buildings

1. **We** will pay for the reasonable cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

At our option **we** will arrange for specialist investigations to be carried out.

**We** may take over and conduct in **your** name with complete and exclusive control, the defence or settlement of any claim.

If the repair or replacement is not carried out, **we** will pay the decrease in market value of **your buildings** due to the damage but not more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

At our option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

All **building** repairs carried out by **our** approved contractors and insured under the **buildings** section of this **policy** are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

2. You must ensure that any **excess** applicable is paid before **our** preferred suppliers release goods or commence repairs.
3. If **your buildings** have not been kept in a good state of repair or if the **sum insured** at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the **sum insured** or any limits shown in **your policy** or on **your certificate**.

**We** will not pay for:

- Loss of value resulting from repairs to or replacement of damage to **your buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area.

5. **Inflation Protection**

The **buildings sum insured** shown on **your certificate** will be adjusted in line with a recognised index. Please note that if **we** selected **your sum insured** for you, the **sum insured** shown on **your certificate** will not be adjusted. For **your** protection, **we** will not reduce **your sum insured** or limits if the index moves down.

## Section E - Contents cover

This section explains the details of your cover if you have selected the **contents** section as shown on your **certificate**.

1		What is covered:	What is NOT covered:
a	<p><b>Your contents.</b></p> <p>The most <b>you</b> can claim for any individual item is £5,000.</p> <p>We will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250 in value at the point of claim.</p> <p>The most <b>you</b> can claim for <b>contents</b> in the garden or in the open on the land belonging to <b>your insured property</b> is £500</p>	<p>Loss or damage if items are left in a motor vehicle or caravan, unless violence or force has been used to enter the vehicle or caravan.</p> <p><b>Accidental damage</b> to any item (unless <b>Accidental damage</b> to contents cover has been included on <b>your policy</b>).</p>	
2		What is covered:	What is NOT covered:
	Loss or damage to your contents in the insured property caused by the following:		
a	Fire, smoke, explosion, lightning or earthquake.	The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.	
b	Riots, civil commotion, labour and political disturbances or strikes.	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the <b>unoccupancy excess</b> shown on <b>your certificate</b>.</p> <p>Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 (ninety) days.</p>	
c	Malicious damage or vandalism.	<p>The malicious damage or vandalism <b>excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the <b>unoccupancy excess</b> shown on <b>your certificate</b>.</p> <p>Loss or damage caused by anyone lawfully in or within the grounds of the <b>insured property</b>.</p> <p>Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Loss or damage caused by an existing or evicted <b>tenant</b>.</p> <p>Loss or damage unless force and violence is used to get into or out of <b>your insured property</b>.</p>	

d	Storm or flood.	<p>The <b>Contents excess</b> shown on your certificate which you must pay.</p> <p>Loss or damage to moveable property in the open.</p> <p>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).</p>
e	Impact with the <b>insured property</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.	<p>The <b>Contents excess</b> shown on your certificate which you must pay.</p> <p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage caused by birds or pets.</p>
f	<b>Subsidence</b> or <b>heave</b> of the site on which the <b>insured property</b> stands or land belonging to it or <b>landslip</b> .	<p>The <b>Contents excess</b> shown on your certificate which you must pay.</p> <p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floor.</p> <p>Faulty workmanship.</p> <p>Damage caused by normal shrinkage or <b>settlement</b>.</p> <p>Loss or damage caused by demolition, repair or structural changes to the <b>insured property</b>.</p>
g	<p>Escape of water from washing machines, dishwashers or the freezing of water in any fixed domestic water or heating installation.</p> <p>Escape of oil from any fixed domestic oil heating installation.</p>	<p>The escape of water/oil <b>excess</b> shown on your <b>certificate</b>.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the <b>unoccupancy excess</b> shown on your <b>certificate</b>.</p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Damage caused to the installation or appliance that brought about the escape of water.</p>

h	Theft or attempted theft.	<p>The <b>Contents excess</b> shown on your certificate which you must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the unoccupancy excess shown on your certificate.</p> <p>The most we shall pay for any one claim for items which are in the garage or any of the outbuildings belonging to the <b>insured property</b> is £1,000.</p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of the <b>insured property</b>.</p> <p>Loss or damage caused by an evicted <b>tenant</b>.</p> <p>Loss or damage unless force and violence is used to get into or out of the <b>insured property</b>.</p>
---	---------------------------	---

3 This section also provides the following cover:		What is NOT covered:
a	<p>Loss or damage to your contents in communal areas of which the <b>insured property</b> forms a part, if they are damaged by any of the events in (2a) to (2h) of the <b>Contents</b> section.</p> <p>The most we will pay is £5,000.</p>	<p>The <b>Contents excess</b> shown on your certificate which you must pay.</p> <p>Loss or damage by any event listed elsewhere in the Contents section and which is specifically excluded under that event.</p>

4 How much the contents are insured for:		What is NOT covered:
a	The contents <b>sum insured</b> is shown on your <b>certificate</b> and is the most you can claim for any one loss.	

## Section F - Optional covers for your Contents

This section explains the details of your cover if you have selected the accidental damage to contents and/or malicious damage to your contents caused by the tenant sections as shown on your certificate.

1	What is covered:	What is NOT covered:
a	<p><b>Accidental damage to your contents in the insured property.</b></p> <p>Only applies if the <b>insured property</b> is furnished.</p> <p>The most you can claim for any individual item is £5,000.</p> <p><b>We</b> will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250 in value at the point of claim.</p>	<p>The <b>accidental damage excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the <b>unoccupancy excess</b> shown on your <b>certificate</b>.</p> <p>Loss or damage after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 (ninety) days.</p> <p>Loss or damage caused by pets.</p> <p>Mechanical or electrical breakdown.</p> <p>Any amount recoverable from the <b>tenant</b>.</p> <p>Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration.</p> <p>Damage caused by <b>your</b> failure to follow any manufacturers instructions.</p>
b	<p><b>Malicious damage caused by the tenant to your contents in the insured property.</b></p> <p>Only applies if the <b>insured property</b> is furnished.</p> <p>The most you can claim for any individual item is £5,000.</p> <p><b>We</b> will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250 in value at the point of claim.</p>	<p>The <b>malicious damage or vandalism excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>If the property is <b>unoccupied</b> for between 45 and 90 days, you must pay the <b>unoccupancy excess</b> shown on your <b>certificate</b>.</p> <p>Loss or damage after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 (ninety) days..</p> <p>Any amount recoverable from the <b>tenant</b>.</p>

## Contents

### How we settle claims

If you wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 21. You should also read the Claims conditions and **Policy** exclusions on pages 18 to 21.

### How we settle claims for contents

1. If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair.  
  
Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new item of similar quality.  
  
If **we** agree, at **your** request, not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
2. **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets, which are only damaged in one area when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
3. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
4. **You** must ensure that any **excess** applicable is paid before **our** preferred suppliers release goods or complete repairs
5. If loss or damage happens and the **sum insured** is less than the cost of replacing all **your contents** as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
6. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the **sum insured** or any limits shown in **your policy** or in **your certificate**.

### Section G - General conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract.

If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances, **your policy** might be invalid.

### Taking care

**You** must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the **insured property** and all **contents** in good condition and in good repair.

### Changes in your circumstances

**You** must tell the **Administrator** as soon as **you** are aware (and no more than 30 days later) of any of the following changes:

- Work is to be done on the **building** which is not routine repair, maintenance or decoration.
- The property is going to be **unoccupied** for more than 45 days in a row.
- If **you** or any member of **your** family receives a conviction or has a pending prosecution for any offence.

There is no need to tell **us** about driving offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.

- If the type of **tenant(s)** living in the **insured property** changes (e.g. if **you** told **us** professional working people would occupy the residence and now they are students or persons funding their rent through the Benefits Agency).
- If the property is not occupied solely for residential purposes.
- If the property is not let under a tenancy agreement directly between the landlord and each tenant.
- If the property is a bedsit or divided into individual self-contained units each with individual cooking facilities.
- The number of bedrooms in the property has changed.

- The value of **your buildings** or **contents** has increased and **your sums insured** may no longer be sufficient.
- **Your** property is occupied by more than 6 **tenants** or more than one family.

We may re-assess **your cover** and **premiums** when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or provide full answers and relevant details, or give **us** incorrect information or do not answer questions honestly or to the best of **your** knowledge, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your policy** might be invalid and **you** may not be entitled to a refund of **premium**.

## Fraud

If **you, your** family or anyone acting on **your** behalf:

- Makes any false or fraudulent claim
- Makes any exaggerated claim
- Supports a claim by false or fraudulent documents, devices or statements (whether or not the claim itself is genuine)
- Makes a claim for loss or damage which the insured or anyone acting on the insured's behalf deliberately caused

We may:

- Refuse to pay the whole of the claim; and
- Recover from **you** any sums that **we** have already paid in respect of the claim.

We will also notify **you** if **we** will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) - (d) above. In that event, **you** will:

- Have no cover under the policy from the date of termination; and
- Not be entitled to any refund of premium.

## Transferring your interest in the policy

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written permission.

## Other conditions

There are other conditions which relate to any claim **you** may make and these are shown below headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your policy**.

## Section H - Special claim conditions

### Claims conditions

These are the claims conditions **you** will need to keep as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** may be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to claim' on page 21.

**You** should also check the information on 'How **we** settle claims' under the section of **your policy** which covers the loss or damage, e.g. **contents, buildings**.

## What you must do

If **you** are the victim of theft, riot, a malicious act or vandalism, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

For all other claims, tell **us** as soon as **you** can.

**You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs;
- Purchase dates of lost or damaged items;

- For damaged items, confirmation by a suitably qualified expert that the item you are claiming for is beyond repair.

## Rights and responsibilities

We may need to get into a **building** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help us to do this but **you** must not abandon **your** property to **us**.

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this **policy** without our written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us**, at **our** option **we** will:

- Ask **you** to get estimates for **building** repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** Claims Advisors, an independent loss adjuster or other expert - their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible.

## Other insurance

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

## Section I - General exclusions

These exclusions apply to all sections of **your policy**.

This insurance does not cover:

Exclusion:	Meaning:
Radioactive contamination	Any claim or expense of any kind caused directly or indirectly by: <ul style="list-style-type: none"> <li>• Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel.</li> <li>• The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.</li> </ul>
War risks	Any loss or damage caused by any sort of war, invasion or revolution.
Terrorism	Any damage or loss resulting from damage occasioned by or happening through or in consequence directly or indirectly of <p>A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <p>and</p> <p>B) in Northern Ireland</p> <ol style="list-style-type: none"> <li>1) riot or civil commotion</li> <li>2) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to damage by fire or explosion</li> </ol> <p>This insurance also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action in controlling preventing suppressing or in any way relating to any act of Terrorism.</p> <p>In Great Britain and Northern Ireland Terrorism means – acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.</p>

	<p>In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means – any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or put the public or any section of the public in fear.</p> <p>In any action suit or other proceedings where <b>we</b> allege that by reason of this exclusion any damage or loss resulting from damage is not covered by <b>your</b> Policy (or is covered only up to a specified limit of liability) the burden of proving that such damage or loss is covered (or is covered beyond that limit of liability) shall be upon <b>you</b>.</p>
Sonic Bangs	Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
Pollution or contamination	<p>Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:</p> <ul style="list-style-type: none"> <li>• a sudden unexpected incident, or</li> <li>• oil or water escaping from a fixed oil or water installation;</li> <li>• and which was not the result of an intentional act;</li> <li>• and which occurs during any <b>period of insurance</b>.</li> </ul> <p>All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.</p>
Rot	Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance.
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials.
Events before the insurance starts	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the period of insurance starts.
Date change and computer viruses	<p>Direct or indirect loss or damage caused:</p> <ul style="list-style-type: none"> <li>• To equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.</li> <li>• By computer viruses.</li> </ul> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• Equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.</li> <li>• Computer viruses.</li> </ul> <p>Equipment includes computers and anything else insured by the <b>policy</b> which has a microchip in it.</p> <p>Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.</p> <p>Microchips include integrated circuits and microcontrollers.</p> <p>Computer viruses include any programme or software which prevents any operating system, computer program or software working properly or at all.</p>
Associated claim costs	<b>Your</b> costs in preparing, proving, agreeing or negotiating <b>your</b> claim.
Any other costs	Any costs incurred without <b>our</b> approval or permission.
Wear and Tear	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

## Section J - Duration of the insurance

Your **policy** is an annual contract. The **policy** will incept on the date **you** specify which will be the **Start Date** shown in your **certificate** and will expire 12 months from the **start date**.

The **policy** will be renewed on the renewal date, subject to payment of **your** premium, unless **you** tell **us** not to or the insurer has written to **you** to advise that the **policy** will be cancelled.

At least 21 days prior to the end of each **period of insurance**, **you** will receive details about **your** cover for the next 12 months.

**You** must advise **us** if **you** choose not to renew **your** **policy**.

## Section K - The payment of premiums

**You** can choose to pay **your** premium by either

- i) using monthly credit facilities by **Direct Debit**, or
- ii) annually by **Direct Debit** or credit/debit card (fees may apply on credit card transactions).

If **you** are paying **your** premium using monthly credit facilities **you** must make regular monthly payments as per the terms of **your** credit agreement. If **you** fail to do this, **your** lender reserves the right to terminate **your** credit agreement in accordance with the terms of **your** credit agreement. If **your** credit agreement is terminated, **your** insurance cover may also be cancelled in accordance with the terms of **your** **policy**, unless the remainder of the premium due is paid. If **your** insurance is cancelled for this reason, a cancellation charge may apply as shown on **your** **Statement of Price**. If the credit agreement requires **you** to pay an advance payment, **you** are required to pay that payment by the date specified by **your** lender or **your** **policy** may not be valid.

## Section L - Administration and Cancellation Charges

The **Administrator** reserves the right to apply an administration charge (subject to Insurance Premium Tax) to **your** **policy**. The administration charge is non refundable. The administration charge is refundable during **your** initial statutory right to cancel the **policy**, the **administrator** allows 30 days from the **start date** of **your** **policy**.

A cancellation charge may apply to **your** **policy**. The cancellation charge is payable when **you** cancel the **policy** and will be deducted from **your** refund of premium or **we** will ask **you** to pay the charge in order to cancel the **policy**. The cancellation charge is not payable during **your** initial statutory right to cancel the **policy**, the **administrator** allows 30 days from the **start date** of **your** **policy**. Charges applicable to **your** **policy** are included in **your** **Statement of Price**.

## Section M - How to claim

### To make a claim

- Check the **policy** and **your** **certificate** to see whether or not the event is covered.
- If **you** are a victim of theft or vandalism tell the police first and ask for an incident number. It would be helpful if **you** have an approximate cost to replace or repair the item(s) **you** would like to claim for.
- Telephone the claims helpline and confirm **your** **certificate** number. The helpline number and **certificate** number can be located on **your** **certificate** and **insurer** schedule.

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

**You** should not admit fault if **you** are being held responsible for injury or damage. In this instance **you** should send all documents unanswered and without delay to the Paymentsshield Claim Team address located on **your** **Policy** Documentation.

## Section N - Helpline services

We offer **you** a range of helpline services. These are available 24 hours a day any day of the year. **You** will need to have **your** **policy** number available whenever **you** contact the helplines.

### Home Emergency Helpline

In this section of the **policy**, **We/Us/Our** means the Home Emergency insurer specified in **your** **certificate**.

You will find **your policy** number and Home emergency Helpline number on **your certificate**. The Home emergency helpline is a service that provides help with domestic emergencies, for example, a burst pipe or a break-in. If an emergency happens which threatens the safety of **your home** and **you need help fast**, just call this helpline. **We** will arrange for a skilled and reliable tradesman, approved by **us** to get in touch with **you**. **You** will have to pay the tradesman's bill and **you** will require a credit or debit card to use this service. If the loss or damage is subsequently covered under **your Buildings and Contents cover** **you** can claim what **you** paid the tradesman but the appropriate **policy excess** will then apply. **You** will also have to pay the tradesman's bill if **you** have used this facility but not selected Home emergency cover.

## Telephone Legal Advice Helpline

In this section of the **Policy**, **We/Us/Our** means the Legal Expenses insurer specified on **your certificate**.

**You** will find **your policy** number and Telephone Legal Advice Helpline number on **your certificate**.

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK. **We** can also provide Legal Advice on issues arising in member states of the European Union.

To help **us** monitor **our** service standards, telephone calls to the Helpline may be recorded.

Please do not phone the Helpline to report a general insurance claim. **We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

## Section O - Cancellation rights under the policy

If, having examined **your policy**, **you** decide not to proceed **you** have a statutory right to cancel for up to 14 days from the **start date**. However, **we** have extended this to a 30 day cooling off period where **you** may cancel the **policy** back to the **start date** without charge with a full refund of any **premiums** already paid, unless **you** have made a claim during this period.

Following the expiry of **your** cooling off period, **you** continue to have the right to cancel **your policy** at any time during its term. If **you** do so, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** have received cover and there may also be an additional cancellation charge, as shown on **your Statement of Price**, to cover the administrative cost of providing the **policy**. If **you** have made a claim and **you** choose to cancel **your policy**, **you** may not be entitled to a refund of **premium**.

**We** may cancel this **policy** by sending 30 days notice to **your** last known address. **You** will be entitled to a refund of the **premium** paid, subject to a deduction for the time for which **you** have been covered. If **you** have made a claim, **you** may not be entitled to a refund of **premium**.

If **you** are paying **your premium** using a monthly credit facility and **you** do not make regular monthly payments as per the terms of **your** credit agreement, **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. If **we** cancel **your** insurance for this reason, an additional cancellation charge will apply, as shown on **your Statement of Price**.

## Section P - How to cancel your policy

To cancel **your** cover, **you** should contact the Paymentsshield Customer Services team on 0345 6011 050. Alternatively, **you** can write to Paymentsshield in advance at the address shown on **your certificate** and **your** cover will end on the date Paymentsshield receive **your** written request.

## Section Q - What you should do if you have a complaint

### Sales

If **you** are unhappy with any aspect of the sale of this **policy** or have cause for complaint **you** should initially contact the person who arranged the cover for **you**.

### Administration

The **Administrator** handles complaints regarding general administration on **our** behalf.

If **you** are unhappy with the general administration of the policy, or have cause for complaint **you** should contact the Paymentsshield Customer Services Team by telephone or in writing to the Paymentsshield address located on **your insurer schedule**.

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

If **you** have a complaint about any aspect of **our** service, **you** should contact **us** in the first instance. If **you** remain dissatisfied with **our** response or 8 weeks have elapsed from the date **we** received **your** complaint, **you** may be eligible to refer **your** complaint to FOS.

The updated contact details for the Ombudsman, can be found below:

The address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 023 4 567  
(calls to this number are now free on mobile phones and landlines.  
Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

0300 123 9 123  
(calls to this number cost no more than calls to 01 and 02 numbers.  
Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

## Claims

If **you** are unhappy about claims handling on the **policy** for Landlords Buildings and/or Contents cover **you** should contact the Claims Team by telephone or in writing. The contact details for complaints concerning claims for Landlords Buildings and/or Contents are located on **your insurer schedule**.

## Section R - Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who the administrator Paymentsshield is, the types of information Paymentsshield hold, how Paymentsshield use it, who Paymentsshield share it with and how long Paymentsshield keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. Paymentsshield will update this notice as required and at least annually (every December). Therefore, it is suggested you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

## Who are Paymentsshield?

Paymentsshield Limited (part of The Ardonagh Group of companies)

is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services provided to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

## What information do Paymentsshield collect?

To enable Paymentsshield to provide you with the right product or service to meet your needs (or to handle a claim) Paymentsshield will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

Paymentsshield may need to request and collect sensitive personal information such as details of convictions or medical history to provide you with the

product or service or to process a claim.

Paymentsshield only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. Paymentsshield will therefore not seek your explicit consent to process this information as it is required by them to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then Paymentsshield will be unable to offer you that product or service.

## How do Paymentsshield use your personal information?

Paymentsshield will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

Paymentsshield may also take the opportunity to

- Contact you about products that are closely related to those you already hold
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to their websites

Only where you have provided Paymentsshield with consent to do so, Paymentsshield may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time Paymentsshield will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). Paymentsshield are fully committed to Ofcom regulations and have strict processes to ensure Paymentsshield comply with them.

To ensure the confidentiality and security of the information held, Paymentsshield may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

Paymentsshield may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing your personal information

Paymentsshield follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

Paymentsshield store all the information that you provide to them, including information provided via forms you may complete on their websites, and information which they may collect from your browsing (such as clicks and page views on their websites).

Any new information you provide may be used to update an existing record Paymentsshield hold for you.

## When do Paymentsshield share your information?

To help Paymentsshield prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be

searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. Paymentsshield will never make a search that leaves a record on your credit history without informing you first.

Paymentsshield may use firms involved in financial management regarding payment.

Paymentsshield may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

Paymentsshield will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where they have your consent to do so.

The data collected about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Paymentsshield or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If Paymentsshield provide information to a third party they will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

Paymentsshield may of course be obliged by law to pass on your

information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

Paymentsshield may also share your information with anyone you have authorised to deal with them on your behalf.

## How long do Paymentsshield keep your information for?

Paymentsshield will not keep your personal information longer than is necessary for the purpose for which it was provided unless they are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

Paymentsshield will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, Paymentsshield will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract has ended.

## Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information Paymentsshield hold about you. [ICO guidance](#)
- Erasure - Where Paymentsshield have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#)
- Paymentsshield may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#)
- Marketing - If you wish to inform Paymentsshield of changes in consent for marketing please contact us at the address or telephone number indicated in any recent

correspondence or emails you have received from them.

If you are unhappy about the way Paymentsshield have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

## Section S - Underwriting

The insurance for this **policy** is underwritten by the insurer specified in **your Insurer schedule**. The insurers to this insurance contract are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation.

The registration number for **your** insurer is specified in **your Insurer schedule**. You can check the insurers registration number and status by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

## Section T - Enquiries and Assistance

If **you** have any queries about **your policy** please contact the Paymentsshield Customer Services Team on 0345 6011 050.

## Section U - No Claim Discount

This part of the **policy** explains how No claim discount works and only applies if "No claim discount" is shown on **your certificate**.

If no incident occurs during the **period of insurance** which results

in a claim under the **Buildings or Contents** sections, **your** No claim discount will increase in line with **our** scale at the renewal of the **policy**.

For each incident that occurs during the **period of insurance** which results in a claim under the **Buildings or Contents** sections, **your** No claim discount may reduce in line with **our** scale at the renewal of the **policy**.

**You** cannot transfer **your** No claim discount to anyone else.

## A Guide to Direct Debit Payments (this section does not form part of the policy conditions)

The premium for **your policy** is collected by Direct Debit from **your** bank account.

We can accept **your** instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction **you** have given to **us**
- Electronically (if collected by **your** intermediary) or through the internet



### The Direct Debit Guarantee

- This Guarantee is offered by all banks and buildings societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of **your** Direct Debit Paymentsshield Limited will notify **you** 10 working days in advance of **your** account being debited or as otherwise agreed. If **you** request Paymentsshield Limited to collect a payment, confirmation of the amount and date will be given to **you** at the time of the request.
- If an error is made in the payment of **your** Direct Debit, by Paymentsshield Limited or **your** bank or building society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or building society  
- if **you** receive a refund **you** are not entitled to, **you** must pay it back when Paymentsshield Limited asks **you** to
- **You** can cancel a Direct Debit at any time by simply contacting **your** bank or building society. Written confirmation may be required. Please also notify **us**.



The Administrator for this insurance policy is Paymentshield Limited.  
Paymentshield Limited is authorised and regulated by the Financial Conduct Authority under Registration No. 312708. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

Paymentshield and the Shield logo are registered trade marks of Paymentshield Limited.

Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures.

© Paymentshield Limited, 2013. All rights reserved. No part of this document may be copied or reproduced without the prior written permission of Paymentshield Limited or as permitted by law.

Asset Code: PP00604 Revision Date: 02/2019