

Essential insurance policy wording



TOTAL
Landlord

www.totallandlordinsurance.co.uk

Introduction

Thank **you** for choosing the Essential landlord insurance policy from Total Landlord.

This policy wording and **your schedule** together contain **your** full terms and conditions. This is a legal document that **you** must read to make sure that **you** understand what **your** cover includes and what it does not.

If **you** have any questions or concerns, please contact **us**. **We** will be happy to hear from **you**.

Call: **0800 63 43 880**

Click: www.totallandlordinsurance.co.uk/contact

Email: enquiries@totallandlordinsurance.co.uk

Your policy

Our promise to you

We aim to provide **you** with the highest quality specialist insurance at the best level of service in every communication.

Our values

Curious and Innovative - **We** will challenge **our** existing processes and look to make them better for the benefit of **our** customers and **our** people. **We** are not afraid to ask or answer questions. **We** respect and value the diversity of **our** people and understand that innovation comes from a mixture of different age groups, experience and backgrounds. **Our** products look to anticipate the needs of **our** customers both now and in the future.

Honest and Transparent - **We** are honest, open, ethical, and fair. People trust **us** to adhere to **our** word. **We** know it takes people with different ideas, strengths, interests, and cultural backgrounds to make **our** company succeed. **We** encourage healthy debate and differences of opinion. **Our** products are easily understandable and are fit for purpose. Customers should know what they are buying and what they are not.

Flexible and Adaptable - **We** are open to new ideas and concepts and are happy to work both individually and within a team. **We** remain professional and **we** do not panic when circumstances abruptly change or when **we** have to juggle multiple projects. **Our** products are flexible and adaptable and give the customer what they want.

Passion and Leadership - Passion is at the heart of **our** company. **We** are continuously moving forward, innovating, and improving. **We** promote a culture of equal opportunity, respect and acceptance of all backgrounds. **We** encourage leadership at every level and believe all **our** people should be role models to each other. **Our** leaders inspire **us**. **Our** products are best of breed and market leading.

Respect and Integrity - **We** are an inclusive company, and **we** embrace **our** customers and **our** colleagues regardless of background and culture. Overarching **our** values of Curious and Innovative,

Honest and Transparent, Flexible and Adaptable and Passion and Leadership is **our** approach of Respect and Integrity. Without this approach **our** ability to excel becomes meaningless. In a world dominated by a 'throw-away' culture, it is often easy, if not tempting, to apply this to **our** behaviours. Loose language and actions and poor people skills will always undo the success **you** will have worked so hard to achieve. But more than this, in many cases it affects the behaviours and hard work of others in **your** team and throughout the **business**. Respect and Integrity are values that will make Total Landlord stand out from the crowd in a competitive market that often promotes faceless soundbites through social media and automated platforms.

Your Essential landlord insurance policy is made up of three parts which must be read together as they jointly form **your** contract of insurance. These are: the policy wording, summary of cover and insurance **schedule**. It is important that **you** read all three parts of **your** documentation and make sure that **you** fully understand what **your** cover includes and what it does not.

If **you** have any questions or wish to make any changes to **your** policy, please do not hesitate to contact **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you** against **damage you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**. The insurance is provided under the terms and conditions contained in this booklet and/or in any **endorsement** shown in **your schedule** as applying to this insurance.

This insurance relates **ONLY** to those sections which are shown in the **schedule** as being included.

It is important that:

- **You** are clear which sections **you** have requested and want to be included.
- **You** understand what each section covers and does not cover.
- **You** understand **your** own duties under each section and under the insurance as a whole. If **you** do not meet any stated conditions, it may affect any claim **you** make

This contract is underwritten by:

The insurer(s) specified on **your** policy **schedule**.

This contract is administered by:

Total Landlord
Premiere House,
First Floor,
Elstree Way,
Borehamwood,
WD6 1JH

Total Landlord is a trading name of HFIS Ltd who is authorised and regulated by the Financial Conduct Authority (FCA). This information can be checked on the FCA's website at www.fca.org.uk/register or by contacting them on 0300 500 8082.

In order to maintain a quality service, telephone calls may be monitored or recorded.

Steve Barnes - Head of Broking

A handwritten signature in black ink, reading 'SK Barnes', with a stylized 'S' and 'K'.

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Complaints procedure and other notices

At Total Landlord, **we** aim to provide **our** customers with the best possible service. If **you** are not satisfied with the level of service provided by **us**, **we** will endeavour to resolve this as soon as possible.

If **you** feel that **you** have cause to complain, please follow the steps below.

How to make a complaint

- Writing to the Quality and Operations Manager, Premiere House, First Floor, Elstree Way, Borehamwood, WD6 1JH
- Telephoning **0800 63 43 880**
- E-mailing complaints@totallandlordinsurance.co.uk

If **your** complaint concerns the provision of (or failure to provide) a service by another firm authorised by the Financial Conduct Authority, such as an insurer, **we** will promptly provide **you** with the full contact details for the firm and ensure that **your** complaint is re-directed to the correct company without delay.

We will endeavour to resolve **your** complaint at the earliest possible stage. **We** will thoroughly investigate the matter and will usually send **our** response to **you** in writing no later than eight weeks after receipt of **your** complaint.

We will keep **you** informed of **our** progress and the measures being taken to resolve **your** complaint. If **our** final response is not issued within eight weeks of the date **we** received **your** complaint, **we** will write to **you** explaining why **we** have been unable to resolve **your** complaint and indicate when **we** will make further contact.

You are welcome to contact **us** at any time to check the status of **our** investigation.

Referring your complaint to the Financial Ombudsman Service

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction (or if **your** complaint remains unresolved after eight weeks of initially telling **us**), if **you** are an eligible complainant, **you** may be able to refer **your** complaint to the Financial Ombudsman at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone **0800 023 4567**

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

Website: www.financial-ombudsman.org.uk

In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Ombudsman about **your** options, or **you** may wish to seek **your** own professional or legal advice.

Law applicable and jurisdiction

Unless specifically agreed to the contrary, this insurance is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

General Data Protection Regulation

We collect and use relevant information about **you** to provide the insurance cover from which **you** benefit and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances **we** may need **your** consent to process certain categories of information. Where **we** need **your** consent, **we** will ask for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector such as insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors,

regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases.

We will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Where **you** provide **us** or Total Landlord with details about other people, **you** must provide this notice to them.

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice, please contact Total Landlord who will provide **you** with **our** contact details.

Cancellation of this insurance

Your right to cancel this insurance within 14 days

You are entitled to cancel this insurance by contacting Total Landlord within 14 days of either:

- The date **you** receive **your** policy documentation; or
- The start of the **period of insurance**, whichever is the latter. Providing **you** have not made any claims **we** will refund the premium, though Total Landlord may charge **you** an administration fee.

Cancellation of this insurance after 14 days

You can also cancel this insurance at any time during the **period of insurance** by contacting Total Landlord. Any return premium due to **you** will be calculated on a pro-rata basis and will depend on:

- How long this insurance has been in force; and
- The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments

No return of premium will be given if a claim has occurred during the **period of insurance** and Total Landlord may charge **you** an administration fee.

Cancellation by us

We can cancel this insurance by giving **you** 14 days' notice in writing, which **we** will send to the address shown in the **schedule** as **your** last known correspondence address. Any return premium due to **you** will be calculated on a pro-rata basis and will depend on:

- How long this insurance has been in force; and
- The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments

In the event of non-payment of the premium, this insurance will be regarded as being cancelled from the date when payment was due or the default date where the premium is paid by instalments.

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Compensation

The Financial Services Compensation Scheme

(FSCS) may be available to satisfy **your** claims if **we** are unable to meet **our** obligations to **you** under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If **you** are entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of the contract and **your** eligibility. Further information about the scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Definitions

Wherever the following words and phrases appear in bold in this insurance, they will always have these meanings:

Accidental damage

Damage caused by violent external and visible means from a single identifiable event.

Basement

A **basement** is any floor of a building which is partially or entirely below the level of ground immediately surrounding the property.

Bodily injury

Bodily injury includes death, disease, illness or nervous shock.

Buildings

The **buildings** (including foundations) at the **premises** including the following all situate on, in or at the **premises**.

- Landlord's fixtures and fittings (including communal television and radio receiving aerials satellite dishes communication equipment and related fittings), fixed glass, fixed sanitary ware and any glued flooring in, on or pertaining to the **buildings**
- Walls, gates, fences and services
- Fuel tanks and their ancillary equipment and pipe work
- Driveways, hardstandings and similar hard surfaced areas all being constructed of solid materials
- Landscaping (including trees, shrubs, plants, turf and other forms of vegetation) including garden furniture ornaments and statues but excluding ponds and lakes
- Garages and outbuildings owned and used in connection with the building

Business

Ownership, organisation and/or management of the **premises** named in the **schedule** which are used for domestic purposes.

Contents

Fitted carpets, click together flooring, furnishings, household goods and other **contents** of reception and storage areas and other communal parts specifically provided for the use of the **tenant** at the insured **premises** for which **you** are legally liable.

Contents does not include:

- Landlord's fixtures and fittings which are insured under **Buildings** - Section 1
- Gold, silver, and gold and silver plated articles, other precious metals, jewellery or furs
- Cameras (including video and camcorders), sports equipment
- Pedal cycles, clothing and personal effects
- Money, bills of exchange and promissory notes, securities or documents of any kind
- Any one curio, picture or other work of art valued in **excess** of £500
- Property in the open
- Pets and livestock
- Motor vehicles, caravans, boats, trailers or accessories in them or attached to them
- Any property belonging to the **tenants**

Damage

Loss or destruction of or **damage** to property insured.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The amount payable by **you** as the first part of a claim.

Non-tenantable

Where the private dwelling is not in a full and functioning condition thus preventing it from being let as a domestic dwelling, due to but not limited to fully functioning:

- **Sanitary fixtures**; or

- Kitchen facilities; or
- Normal domestic utilities; or
- Any other refurbishment or building works

Tenant

You or another person(s) who occupy the property for a fixed period of time under the terms of a written lease or a similar legal entitlement or agreement.

Period of insurance

The length of time for which this insurance is in force (or until it is cancelled), as shown in the **schedule** and for which **you** have paid, and **we** have accepted a premium.

Premises

The address which is named in the **schedule**.

Private residence

A self-contained private dwelling house, maisonette or flat within a block of flats.

Resident

The owner, lessee or **tenant** of any blocks of flats or **private residence** and any member of his/her family permanently residing with him/her and subject to a formal lease agreement between the property owners and the **resident**.

Sanitary fixtures

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

Standard construction

Brick, stone or concrete built and mainly roofed with slates, tiles, metal, asbestos, asphalt or concrete.

Territorial limits

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

Terrorism

- Acts of persons acting on behalf of, or in connection with any organisation which carries out activities directed towards the overthrowing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate government)
- 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

Unoccupied

Any **buildings** or part of any **buildings** that are unfurnished, unattended, empty or no longer in active daily use for a period exceeding 30 consecutive days.

We/us/our

The insurer(s) as noted on **your** policy **schedule**.

You/your

The person, people or manager on behalf of the individual owners shown in the **schedule** as the insured.

General conditions applicable to the whole of this insurance

Each building included under this insurance is considered to be covered as if separately insured.

A. Your duties

- i. **You** must take all necessary steps to prevent **damage** or an accident and keep the **buildings** in a good state of repair
- ii. **You** must tell Total Landlord before **you** start any conversions, extensions or other structural work to the **buildings** that:
 - Changes the use of the **buildings** in any way; or
 - Renders the **private residence non-tenantable** for any period of time; or
 - Increases the cost of rebuilding the **buildings** by more than 10 per cent of the sum insured stated in the **schedule** for that building

When **we** receive this notice, **we** have the option to change the conditions of this insurance.

- iii. **You** must tell Total Landlord if:
 - The **private residence** becomes **non-tenantable** at any time
 - The use of the **private residence** is changed to anything other than a **private residence**
 - The type of **tenant** within the **private residence** is changed from that which was declared to **us** at the start of this insurance
- iv. **You** must comply with all local authority regulations or statutory conditions regarding the **business**, including, but not limited to:
 - The 1998 Gas Safety (installation and Use) Regulations
 - Electrical Equipment (Safety) Regulations 1994
 - Building Act 1984 (including Building Regulations (Part P))
 - Furniture and Furnishings (Fire) (Safety) Regulations 1988

- Regulatory Reform (Fire Safety) Order
- If **you** fail to comply with any of the above duties this insurance may become invalid.

B. Sum insured

You must ensure that the sums insured stated in the **schedule** are adequate throughout the **period of insurance**.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus a necessary amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements
- ii. It should be noted that the rebuilding cost in areas of high property values may be different from the market value
- iii. **Contents** should be insured for the full cost of replacement as new. **Your contents** sum insured will not be index linked. It is therefore important that **you** regularly review this to ensure that it remains adequate as if, at the time of **damage**, the sum insured is inadequate **we** will only pay a proportion of the claim

If **you** fail to comply with any of the above duties this insurance may become invalid.

C. Unoccupied buildings

You must tell Total Landlord immediately if:

- The **private residence** is left without a **resident/tenant**; or
- There is a break between tenancy agreements for more than 30 consecutive days in length

Where the **private residence** is left without a **resident/tenant** for up to 30 consecutive days, no additional terms or conditions will be applied.

Where the **private residence** is left without a **resident/tenant** for between 14 and 30 consecutive days **you** must:

- Ensure that all security devices are kept in full and effective operation
- Have weekly internal and external inspections of the **buildings** carried out by **you**, or a competent person employed by **you**
- Keep written reports of weekly inspections
- Rectify any defects revealed during weekly inspections
- Between 1 November and 31 March (both days inclusive) ensure that either:
 - i. The water supply be switched off at the mains and the entire water system and central heating system be drained of all water; or
 - ii. Where the entire private dwelling has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open

If the **premises** remain **unoccupied** for a period exceeding 31 days the cover provided under Section 1 – **Buildings** cover and Section 2 – **Contents** is restricted to the following:

Fire, Smoke, Explosion, Lightning or Earthquake only

In addition to the above, **we** will have the right to impose further additional terms, conditions and exclusions and charge a suitable additional premium which must be paid by **you** if required.

Note: Before **we** pay a claim following loss or **damage** resulting from bursting or leaking of water apparatus and the escape of water from or freezing of any fixed domestic water or heating installation, **we** may at **our** option ask **you** to provide any bills for utilities being supplied to the **private residence** at the time of such loss.

If you fail to comply with any of the above duties this insurance may become invalid.

D. Mortgage or other interests

The interest of the owner(s), mortgagee(s), lessor(s), or other interested parties in the **buildings** is noted. **You** will be required to tell **us** of these in the event of a claim.

In addition **we** will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **buildings** where the risk of **damage** is increased without the authority or knowledge of the mortgagee(s) or lessor(s) provided the mortgagee(s) or lessor(s) shall tell **us** in writing immediately they become aware thereof and pay any necessary extra premium **we** may require.

E. Non invalidation

The insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **damage** is increased by a **resident** unknown to or beyond **your** control provided when **you** become aware thereof **you** immediately give notice to **us**.

General exclusions applicable to the whole of this insurance

This policy does not cover:

A. Radioactive contamination

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature:

- i. Directly or indirectly caused by or contributed to by or arising from:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- ii. Directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon:
 - a. Dispersing radioactive material and/or ionising radiation or
 - b. Using atomic or nuclear fission and/or fusion or other like reaction

Exclusion A.i. does not apply to the public liability section when insured by this policy.

B. War (not applicable to the terrorism section)

Loss, destruction, **damage**, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

C. Terrorism

Damage or financial loss or expense, occasioned by or happening through or in consequence of **terrorism**. In any action suit or other proceedings where **we** allege that any **damage** is not covered by this policy, the burden of proving that **damage** is covered, will be upon **you**.

This exclusion will apply to all sections of this policy, other than liability covered under public liability – Section 4 to the extent that it is necessary to comply with the minimum requirements of the laws of the countries, crown protectorates and dependencies

in the United Kingdom of Great Britain and Northern Ireland and the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to **employee** and provided that the maximum limit for any one claim or series of claims arising from one source or original cause will not exceed £5,000,000.

Public liability cover

We will cover **you** against legal liability and costs and expenses caused by or contributed to, by or arising from **terrorism** provided that **our** liability for all **damages** (including interest) does not exceed:

- a. In respect of or arising out of any one event or all events of a series consequent upon one original cause, the lesser of £5,000,000 or the amount of the applicable limit of liability stated in the **schedule**, but in respect of products supplied this limit will apply in the aggregate to all insured events occurring in any one **period of insurance**;
- b. In respect of all pollution consequent upon **terrorism** and which is deemed to have occurred during any one **period of insurance**, the lesser of £2,000,000 in the aggregate or the amount of the applicable limit of liability stated in the **schedule**.

Employer's liability cover

1. The amount specified in the **schedule**

Our total liability payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all events of a series consequent on or attributable to one source or original cause will not exceed the limit of liability.

The limit of liability will be the maximum amount payable including costs and expenses.

2. Regardless of anything contained in paragraph 1. above, **our** liability under this section for **damages** and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one

source or original cause and arising out of **terrorism** will not exceed £5,000,000.

3. Regardless of anything contained in paragraph 1. above, **our** liability under this section of **damages** and costs and expenses payable in respect of any one claim arising out of any one event or events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos will not exceed £5,000,000.

D. Cyber and data

We will not pay for any:

a. Cyber

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

- i. The use of or inability to use any application, software, or programme;
- ii. Any computer virus;
- iii. Any computer related hoax relating to i. and/or ii. above

B. Electronic data

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

E. Pre-existing damage

We will not pay for any loss, **damage** or liability arising out of any accident or incident that occurred before the start of this policy.

F. Deliberate damage

We will not pay for **damage** caused deliberately by **you**, a member of **your** family, someone who permanently resides with **you** or an **employee**.

G. Wear, tear, maintenance, breakdown, leaks and gradually operating causes

We will not pay for:

- **Damage** caused by wear and tear, gradual deterioration, rusting, corrosion, wet rot, dry rot, rising damp or mould

- **Damage** caused by joint leakage, failure of welds, cracking, bursting, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them
- **Damage** caused by atmospheric or climatic conditions and the action of light
- **Damage** caused by cleaning, repairing, restoring, renovating, dyeing or any process of heating or drying
- The cost of maintenance or normal redecoration

H. Contracts (Rights of Third Parties) Act 1999 clarification clause

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

I. Diminution in market value

This insurance does not cover diminution of market value beyond the cost of repair or replacement.

J. Excess

In the event of a claim, **we** will deduct an **excess** from any settlement made. The amount of the **excess** is shown in the **schedule** and is upon the cause of **damage**.

K. Pollution and contamination

This insurance excludes all **damage** and liability in respect of pollution or contamination other than that caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination that arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this exclusion pollution or contamination shall be deemed to mean:

- i. All pollution or contamination of **buildings** or other structures or of water or land or the atmosphere and
- ii. All **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination

This insurance excludes all **damage** and liability in respect of pollution or contamination unless reported to **us** within 30 days from the end of the **period of insurance**.

L. Pets, insects, fungus and vermin

We will not pay for **damage** caused by pets, insects, fungus or vermin.

M. Other insurance

If at the time of a claim there is any other insurance covering anything insured under this insurance, **we** shall be liable only for a proportionate share.

N. Infectious or contagious disease

This insurance does not cover any loss, **damage**, liability, cost or expense, in any way caused by or resulting from:

- a. Infectious or contagious disease;
- b. Any fear or threat of a. above; or
- c. Any action taken to minimise or prevent the impact of a. above

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

O. Loss or damage arising out of the illegal manufacture, cultivation, harvest or processing of drugs

If **you** or **your** agent do not:

- i. Carry out internal and external inspections of **your premises** at least every three months or as permitted under the tenancy agreement and (1) maintain a log of such inspections and retain that log for at least 24 months (2) carry out an audit of the inspections log at no less than six monthly intervals
- ii. Obtain and record written formal identification of any prospective **tenant**
- iii. Obtain and retain a written employer's reference for any prospective **tenant**
- iv. Obtain and record details of **your tenant's** bank account and verify those details by receiving at

least one payment from the same account

- v. Advise **your tenant**, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items ii, iii and iv above for all lettings that they or their agents arrange

Sanctions exclusion

We will not provide any cover under this policy where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information, it could adversely affect **your** policy and any claim. For example, **we** may:

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- Reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- Cancel **your** policy

We or Total Landlord will write to **you** if **we**:

- Intend to treat **your** policy as if it never existed; or
- Need to amend the terms of **your** policy

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform Total Landlord as soon as practicable.

Making a claim and claims conditions applicable to the whole of this insurance

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do, the following procedure should be followed.

First of all, check **your schedule** and the relevant section in this policy wording to make sure that the **damage** is covered. Read carefully any exclusions or conditions that may apply and refer to the '**Your duties**' section outlined below. Please remember that this insurance does not cover **damage** which has been caused purely by wear and tear – it is not a maintenance contract.

If **you** wish to make a claim, please contact the Total Landlord claims team as soon as possible at the address and phone number shown in **your** policy wording. **You** will be asked for the policy number stated on **your schedule**.

The Total Landlord claims team will take full details of **your** claim and let **you** know what **you** need to do next. In some cases, this will mean the involvement of an independent loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily.

Your duties

In the event of a claim or possible claim under this insurance

1. **You** must provide the claims department with any other information they require within 30 days of their request
2. **You** must forward to the claims department within three days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**. **You** must forward all information unanswered
3. **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property and obtain Police crime reference
4. **You** must not admit liability or offer or agree to settle any claim without the written permission of the claims department

5. **You** must provide the claims department with, at **your** own expense, necessary evidence of value or age (or both) for all items involved in a claim
6. **You** must take all necessary care to limit any **damage** or injury
7. **You** must not dispose of or repair any **damaged** property before **we** have had the opportunity to inspect it or **you** have been advised by the claims department to dispose of it
8. **We** may enter any part of the **buildings** affected by the claim
9. **You** cannot abandon the **buildings** to us

If **you** fail to comply with any of the above duties this may invalidate a claim.

How we deal with your claim

1. Defence of claims

We may:

- Take full responsibility for conducting, defending or settling any claim in **your** name
- Take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance
- **We** shall be entitled to treat the policy as cancelled with effect from the time of the fraudulent act (not the discovery of it)
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date
- **We** shall not return any premium
- **We** may inform the police of the circumstances

2. Tenants subrogation waiver

Following **damage** covered by **Buildings** – Section 1 of this insurance **we** will waive any rights, remedies or relief to which **we** might become entitled by subrogation against any **tenant** of such **buildings** provided that:

- **Damage** did not result from a criminal, fraudulent or malicious act of the **tenant**; and
- The **tenant** contributed to the cost of insuring the **buildings** against the event which caused the **damage**

3. Fraudulent claims

You must not act in a fraudulent manner. If **you** or anyone acting with or for **you**:

- Makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or
- Makes a statement in support of a claim knowing the statement to be false in any respect, or
- Submits a document in support of a claim knowing the document to be forged or false in any respect, or
- Makes a claim in respect, of any **damage** caused by **your** wilful act or connivance Then:
- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the policy

Buildings cover – Section 1

The following cover applies only if the **schedule** shows that **buildings** is included.

The definitions on pages 4-5 outline what is included under the definition of **buildings**.

What is covered	What is not covered
This insurance covers the buildings for damage directly caused by:	We will not pay for:
1. Fire, smoke, explosion, lightning or earthquake	
2. Riot, civil commotion, labour and political disturbances and strikes	
3. Impact by: <ul style="list-style-type: none"> i. Aircraft or other aerial devices or anything dropped from them ii. Vehicles iii. Trains iv. Non-domestic animals v. Falling trees or branches vi. Falling aerials or masts vii. Falling television satellite dishes but the most we will pay for any one satellite dish is £500 	
4. Storm excluding flood	<ul style="list-style-type: none"> a. Caused by flooding, lightning, frost, subsidence, ground heave or landslide; b. In respect of movable property in the open; c. To swimming pools, tennis courts, gates, fences, hedges, paved terraces, patios, paths and drives; or d. Caused by tree removal
5. Flood	<ul style="list-style-type: none"> a. Attributable solely to change in the water table level; b. Caused by lightning, frost, subsidence, ground heave or landslide; c. In respect of movable property in the open; d. To swimming pools, tennis courts, gates, fences, hedges, paved terraces, patios, paths and drives; or e. Caused by tree removal; or f. Any loss or damage, including any indirect or consequential loss, caused by an external source or body of water to basement areas of the building

<p>6. Subsidence or heave of any part of the site on which the buildings stand or landslip</p>	<p>a. Damage caused by:</p> <ul style="list-style-type: none"> • The normal settlement, shrinkage or bedding down of new structures • The settlement or shrinkage of made-up ground or of materials brought to the site • Coastal or river erosion • Defective design or workmanship or the use of defective materials • Demolition, construction, structural alteration or repair of the buildings • Groundwork or excavation at the buildings <p>b. Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main dwellings are damaged at the same time by the same cause</p> <p>c. Damage to swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main dwelling is damaged at the same time by the same cause</p> <p>d. Damage which compensation has been or would have been provided but for the existence of this insurance under any contract, guarantee or by law</p>
<p>7. Escape of water from and resultant damage arising from freezing of fixed water tanks, apparatus or pipes</p>	
<p>8. Theft or attempted theft</p>	<p>a. Damage to any portion of the buildings used for business or trade purposes other than for the purposes of the business</p> <p>b. Damage caused by theft or attempted theft by tenants, their guests or other persons lawfully on the premises</p> <p>c. Damage caused by theft or attempted theft where entry or exit is not gained by forcible and violent means</p>
<p>9. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	

Buildings cover extensions – Section 1

The following cover applies only if the **schedule** shows that **buildings** is included.

What is covered	What is not covered
<p>This insurance covers the buildings for damage directly caused by:</p> <p>A. Additional expenses</p> <ul style="list-style-type: none"> We will pay necessary expenses you incur and which we have agreed in writing for: Architects, surveyors, consulting engineers and legal fees The costs of clearing debris from the site or making safe, demolishing or shoring up the private residence Other costs to comply with government or local authority requirements following damage which is covered under Buildings – Section 1. <p>B. Accidental breakage</p> <p>We will pay for accidental breakage of:</p> <p>i. Fixed glass forming part of the building, including:</p> <ul style="list-style-type: none"> Double-glazed units Ceramic hobs and tops Solar panels <p>ii. Fixed sanitary ware forming part of the building</p> <p>C. Pipes, cables and drains</p> <ul style="list-style-type: none"> We will pay for the cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the buildings. <p>D. Trace and access</p> <p>As a result of damage arising from an insured peril we will pay the necessary costs incurred by you for locating the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed heating installation at the premises.</p> <p>E. Theft of keys</p> <p>We will pay the necessary costs incurred in replacing external door locks at the premises named in the schedule following theft of keys by</p> <ul style="list-style-type: none"> Theft from the private residence or registered office or from the home of the insured or Theft following hold-up whilst such keys are in the personal custody of you, or any person authorised to hold such keys 	<p>We will not pay for:</p> <p>a. Damage which you are not legally liable to repair</p> <p>b. Damage unless caused by external and visible means from a single identifiable event</p> <p>a. Any amount in excess of £1,000 in respect of any one building</p> <p>b. Any amount in excess of £5,000 in any one period of insurance</p> <p>c. The replacement of or repair to any damaged or leaking pipes or water/heating components</p> <p>d. Any amount in excess of £250 in respect of any one building</p> <p>e. Any amount in excess of £1,000 in any one period of insurance</p>

What is covered	What is not covered
<p>F. Sale of the property</p> <p>We will give the benefit of the cover provided under Buildings – Section 1 to anyone contracted to buying the buildings until the sale is completed or this insurance ends, whichever is the sooner.</p>	<p>Damage if the buildings are insured under any other contract.</p>

Conditions that apply to buildings – Section 1 only

Settling claims - how we deal with your claim

1. If **your** claim for **damage** is covered under

Buildings - Section 1, **we** will at **our** option either:

- i. Pay for the rebuilding or repair as long as **you** have incurred the cost of repair or reinstatement; or
 - ii. Make a monetary payment instead provided that:
 - The sum insured is sufficient to rebuild the **buildings** in their present form (as outlined in General condition B); and
 - The **buildings** have been maintained in a good state of repair
2. **We** will deduct an **excess** from the settlement of each and every claim equal to the amount shown in the **schedule** depending on the cause of **damage**. No **excess** will be deducted in respect of claims for (D) Theft of keys
3. If **damage** to fitted carpets in the common halls, stairways and other common areas is covered under **Buildings** - Section 1 then **we** will pay for their cost of repair or reinstatement
4. **We** will not pay the cost of replacing or repairing any **undamaged** parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or **damage** is restricted to a clearly identifiable area or to a specific part
5. The maximum amount payable shall not exceed the sum insured for each **premises** stated in the **schedule** (except as amended by **endorsement** and as adjusted in accordance with the inflation

protection clauses and extensions and alterations clauses and any amount excluded under the perils insured)

6. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or **damage** is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement

The sum insured

1. Reinstatement of sum insured

We will not reduce the sum insured under **Buildings** – Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**. **We** will reinstate the sum insured stated in **Buildings** – Section 1 from the date of any **damage** unless **we** give written notice to the contrary. **You** may be required to pay an additional premium.

2. Inflation protection clause

The sums insured under **Buildings** – Section 1 will be indexed each month in line with the house rebuilding cost index issued by the Royal Institution of Chartered Surveyors. **We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured. In the event of a claim,

we will continue to adjust the sum insured during the period required to rebuild up to a maximum of three years provided that:

- i. The sum insured at the date of **damage** is sufficient to rebuild the **buildings** in their present form (as outlined in General condition B);
- ii. The rebuilding or repair is carried out without delay

automatically cover the cost of these extensions and alterations provided they do not exceed 10 per cent of the sum insured for **Buildings** – Section 1.

We will not charge the extra premium during the **period of insurance**, but **you** must advise Total Landlord of the amended cost of rebuilding the **buildings** prior to the renewal date of this insurance.

3. Extensions and alterations

If during the **period of insurance**, the cost of rebuilding the **buildings** is increased because **you** have built an extension or have carried out other alterations, **we** will

Contents – Section 2

The following cover applies only if the **schedule** shows that **contents** is included.

The definitions on pages 4-5 outline what is included under the definition of **contents**.

What is covered	What is not covered
This insurance covers the buildings for damage directly caused by:	We will not pay for:
1. Fire, smoke, explosion, lightning or earthquake	
2. Riot, civil commotion, labour and political disturbances and strikes	
3. Impact by: <ol style="list-style-type: none"> i. Aircraft or other aerial devices or anything dropped from them ii. Vehicles iii. Trains iv. Animals v. Falling trees or branches vi. Falling television satellite dishes but the most we will pay for any one satellite dish is £500 	
4. Storm excluding flood	<ol style="list-style-type: none"> a. caused by flooding, lightning, frost, subsidence, ground heave or landslip; b. in respect of movable property in the open; c. to swimming pools, tennis courts, gates, fences, hedges, paved terraces, patios, paths and drives; or d. caused by tree removal
5. Flood	<ol style="list-style-type: none"> a. attributable solely to change in the water table level; b. caused by lightning, frost, subsidence, ground heave or landslip; c. in respect of movable property in the open; d. to swimming pools, tennis courts, gates, fences, hedges, paved terraces, patios, paths and drives; or e. caused by tree removal; or f. Any loss or damage, including any indirect or consequential loss, caused by an external source or body of water to basement areas of the building

What is covered	What is not covered
6. Subsidence or heave of any part of the site on which the buildings stand or landslip	<ul style="list-style-type: none"> a. Damage following damage to solid floors unless the walls of the main dwelling are damaged at the same time by the same event b. Damage arising from faulty design, specification, workmanship or materials c. Damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d. Damage whilst the buildings are undergoing any structural repairs, alterations, demolition or extensions e. Damage by river or coastal erosion
7. Escape of water from fixed water tanks, apparatus or pipes	
8. Theft or attempted theft	<ul style="list-style-type: none"> a. Damage by you or an employee b. Damage caused by theft or attempted theft by tenants, their guests or other persons lawfully on the premises c. Damage by theft or attempted theft where entry or exit is not gained by forcible and violent means
9. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	

Contents cover extensions – Section 2

The following cover applies only if the **schedule** shows that **contents** is included.

What is covered	What is not covered
This insurance covers the buildings for damage directly caused by:	We will not pay for:
A. Accidental breakage of fixed glass in furniture. We will pay for accidental breakage of fixed glass in furniture situated within the buildings	Damage to: <ul style="list-style-type: none"> a. Glass in pictures and clocks b. Fixed glass in mirrors c. Glass tops to furniture and glass in shelves d. Ceramic hobs and ceramic tops of cookers

Conditions that apply to contents – Section 2 only

Settling claims – how we deal with your claim

1. If **you** claim for **damage** to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under **Contents** – Section 2

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - a. The new article is as close as possible to but not an improvement on the original article when it was new; and
 - b. **You** have paid or **we** have authorised the cost of replacement
2. **We** will deduct an **excess** from the settlement of each and every claim equal to the amount shown in the **schedule** depending on the cause of **damage**.
3. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or **damage** is restricted to a clearly identifiable area or to a specific part.
4. The maximum amount payable shall not exceed the sum insured for each **premises** stated in the **schedule** (except as amended by **endorsement**) and as adjusted in accordance with the inflation protection clause.
5. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or **damage** is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

The sum insured - reinstatement of sum insured

We will not reduce the sum insured under **Contents** – Section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**. **You** may be required to pay some extra premium.

Alternative accommodation or loss of rent – Section 3

The following cover applies only if the **schedule** shows that alternative accommodation or loss of rent is included.

What is covered	What is not covered
<p>This insurance covers the buildings for damage directly caused by:</p> <ol style="list-style-type: none">1. Rent (including ground rent and management charges) you have to pay or should have received but are unable to recover; or2. Additional costs of alternative accommodation necessarily incurred by the tenant if the buildings are rendered uninhabitable by any of the insured perils.3. The reasonable cost of your temporary accommodation in the event of the home or holiday home being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1 of this policy.	<p>We will not pay for:</p> <ol style="list-style-type: none">a. Any amount in excess of 20 per cent of the sum insured for buildings, unless stated otherwise in your scheduleb. The cost of providing alternative accommodation for the tenant of the buildings unless you are legally required to provide alternative accommodationc. Any amounts incurred for more than 90 days in any one period of insurance where access to the buildings is deniedd. Any amounts incurred by law, order, decree of the Government of the United Kingdom which is consequent upon natural disaster or outbreak of a contagious disease or other threat to health

Conditions that apply to alternative accommodation or loss of rent – Section 3 only

Settling claims - How we deal with your claim

1. **We** will deduct an **excess** from the settlement of each and every claim equal to the amount shown in the **schedule** depending on the cause of **damage**.
2. The maximum amount payable shall not exceed the sum insured for each **premises** stated in the **schedule** (except as amended by **endorsement**) and as adjusted in accordance with the inflation protection clause.

Public liability – Section 4

The following cover applies only if the **schedule** shows that public liability is included.

What is covered	What is not covered
<p>This insurance covers the buildings for damage directly caused by:</p> <p>1. All sums that you become legally liable to pay as damages arising out of:</p> <ul style="list-style-type: none"> • Bodily injury to any person • Damage to property <p>caused by an accident occurring at the premises during the period of insurance and happening in connection with the business</p>	<p>We will not pay for:</p> <p>a. For bodily injury to you, any person who permanently resides with you or to an employee</p> <p>b. For damage to property which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to you</p> <p>c. Arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i. Any motorised or horse drawn vehicle other than: <ul style="list-style-type: none"> • Domestic gardening equipment used within the premises and • Pedestrian controlled gardening equipment used elsewhere ii. Any aircraft or watercraft other than manually operated rowing boats, punts or canoes iii. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>d. Which you have assumed under contract, and which would not otherwise have attached</p> <p>e. Arising directly or indirectly out of any profession, occupation, business or employment other than for the purposes of the business</p> <p>f. For bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>g. Arising out of any deliberate act by you, any person who permanently resides with you or an employee</p>
<p>2. Defective Premises Act</p> <p>Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any buildings previously owned and leased by you.</p> <p>This cover continues for seven years from the date of disposal of the buildings provided you do not have this cover under another policy.</p>	<p>a. If at the time of the incident giving rise to the liability you had sold the private residence</p> <p>b. If you are entitled to indemnity under any other insurance</p> <p>c. The cost of repairing any fault or alleged fault</p>

What is covered	What is not covered
<p>This insurance covers the buildings for damage directly caused by:</p> <ul style="list-style-type: none"> A. All other costs and expenses incurred with our written consent B. The legal costs and expenses incurred with our written consent for the defence of prosecutions brought under Sections 6 or 7 of the Health and Safety at Work etc Act 1974 or any alleged offence as detailed in Section (1) (a) (b) or (c) of the act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 1 including legal costs and expenses incurred with our consent in an appeal against conviction arising from such proceedings provided that the proceedings relate to the health, safety and welfare of persons other than employees 	<p>We will not pay for:</p> <ul style="list-style-type: none"> a. Fines or penalties b. Legal costs or expenses incurred by any other policy
<p>Additional persons insured</p> <ul style="list-style-type: none"> A. Your legal personal representative in the event of your death B. The owner or lessee of any private residence named in the schedule C. If you so request any of your directors or employees as though each had been insured separately provided that: <ul style="list-style-type: none"> i. Such persons observe the terms of the policy insofar as they can apply ii. We retain the sole conduct and control of all claims iii. The most we will pay for claims for any one accident or series of accidents arising out of any one event is £2,000,000 plus other costs incurred with our written consent 	<ul style="list-style-type: none"> a. Liability of your directors or employees for which you would not have been covered if the legal action had been brought against you b. Liability of any resident incurred solely as occupier of his/her flat
<p>Cross liabilities</p> <p>If more than one person is referred to in the schedule each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately provided that the most. We will pay for claims for any one accident or series of accidents arising out of any one event is the limit of indemnity shown in the schedule plus other costs incurred with our written consent.</p>	

Settling claims

How we deal with your claim

1. **Our** liability under Public liability - Section 4 of this insurance for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the **period of insurance** shall not exceed £2,000,000 in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.
2. The most **we** will pay for claims for any one accident or series of accidents arising out of any one event is £2,000,000 plus other costs incurred with **our** written consent.

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Total Landlord is a trading name of HFIS Ltd.
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