

Premier insurance policy wording



TOTAL
Landlord

www.totallandlordinsurance.co.uk

Introduction

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

This policy wording and your schedule together contain your full terms and conditions. It is a legal document that you must read to ensure 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 sound-bites through social media and automated platforms.

Your Premier 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 Insurance

Premiere House,

1st Floor,

Elstree Way,

Borehamwood,

WD6 1JH

Total Landlord Insurance 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'.

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Complaints procedure and other notices

At Total Landlord Insurance 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, 1st 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 Insurance 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 Insurance 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 Insurance. 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 Insurance 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 buildings

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 or 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 £1,000
- 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.

Employee

Full or part time employees under a contract of employment while working for you in connection with the business for the purposes of general property maintenance, domestic cleaning duties, rent collection, care-taking, ground maintenance or administration but only in respect of private dwellings, flats or maisonettes not exceeding three floors plus basement and attic if applicable.

This insurance will not cover employees that undertake any works that involve:

- a. Construction, major refurbishment or alterations to the fabric of the property, or the use of scaffolding, unless suitably equipped to do so
- b. Replacement of glass (unless for the purpose of minor repairs)
- c. Major plumbing work involving changes to the heating or water supply infrastructure of the property

- d. Work on outside drainage systems other than basic remedial unblocking or cleaning operations
- e. Landscaping of gardens or driveways which includes the use of industrial gardening equipment, chainsaws or tree felling equipment

while working for you in connection with the business at the premises named in the schedule.

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.

Terrorism

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

Territorial limits

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

Unoccupied

Any buildings or part of any buildings that are unfurnished, unattended, or 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 Insurance immediately if:

- The private residence is left without a resident/tenant; or
- There is a break between tenancy agreements for more than 90 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 30 and 90 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 91 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 Employers' liability section when insured by this policy other than in respect of:

- a. Liability of any principal
- b. Liability assumed by the insured under a contract or agreement which would not have attached in the absence of such contract or agreement

Exclusion A.ii. does not apply to the Employers' liability and public liability sections when insured by this policy.

B. War (not applicable to the employers' liability and terrorism sections)

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 and Employer's liability – Section 5 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

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 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. 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

O. 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.

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 Insurance 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 Insurance 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 Insurance 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 Insurance 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. Malicious damage and vandalism: <ul style="list-style-type: none"> i. Where loss or damage is caused by your tenants or their guests we will deduct from any settlement offered by your insurers any amount which is recoverable by you from any deposit lodged by your tenant ii. Where loss or damage arises from your tenants' use of the premises for the manufacture, cultivation, harvest or processing by another method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971) 	<ul style="list-style-type: none"> a. The first £1,000 of any claim where loss or damage is caused by your tenant or their guests b. Any amount in excess of £25,000 where loss or damage is caused by your tenant or their guests in respect of any one claim
4. 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 	
5. Storm excluding flood	<ul 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
6. 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 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
<p>This insurance covers the buildings for damage directly caused by:</p> <p>7. Subsidence or heave of any part of the site on which the building stands or landslip</p>	<p>We will not pay for:</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>
8. Escape of water from and resultant damage arising from freezing of fixed water tanks, apparatus or pipes	
9. Theft or attempted theft	Damage to any portion of the buildings used for business or trade purposes other than for the purposes of the business
10. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
11. Accidental damage	<p>a. Damage specifically excluded elsewhere under Buildings - Section 1</p> <p>b. Defective design or workmanship or the use of defective materials</p> <p>c. Damage to the buildings or any part of them arising from construction, structural alteration, repair or demolition</p> <p>d. Sudden and unforeseen damage to property which is insurable under an engineering insurance policy</p> <p>e. Damage to outbuildings and garages which are not of standard construction</p> <p>f. Damage to swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives</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 section of insurance provides the following additional cover:</p> <p>A. Additional expenses</p> <p>We will pay necessary expenses you incur and which we have agreed in writing for:</p> <ul style="list-style-type: none"> 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>We will not pay for:</p>
<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>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>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>a. Any amount in excess of £5,000 in respect of any one building</p> <p>b. Any amount in excess of £25,000 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>E. Damage to landscaped gardens</p> <p>We will pay the necessary costs of repairing damage to landscaped gardens within the premises caused by the emergency services attending the private residence as a result of damage which is covered under Buildings - Section 1.</p>	<p>Any amount in excess of £25,000 in any one period of insurance.</p>

What is covered	What is not covered
<p>This section of insurance provides the following additional cover:</p>	<p>We will not pay for:</p>
<p>F. 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> <p>Theft from the private residence or registered office or from the home of the insured</p> <p>or</p> <p>Theft following hold-up whilst such keys are in the personal custody of you or any person authorised to hold such keys</p>	<p>Any amount in excess of £1,000 in respect of any one building</p> <p>Any amount in excess of £25,000 in any one period of insurance</p>
<p>G. Loss of metered water or oil</p> <p>We will pay the unit cost of metered water or oil at the current rate per cubic metre consumed as a direct result of damage which is covered under Buildings – Section 1 event 7.</p>	<p>Any amount in excess of £5,000 in respect of any one claim.</p>
<p>H. Closed circuit televisions</p> <p>We will pay the cost of repairing accidental damage to closed circuit television systems at the buildings.</p>	<p>Any amount in excess of £5,000 in respect of any one claim.</p>
<p>I. Removal of nests</p> <p>We will pay the cost of removing wasps or bees nests from the buildings.</p>	<p>Any amount in excess of £250 in respect of any one claim.</p>
<p>J. 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 (F) Theft of keys or (I) Removal of nests
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

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 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 Insurance of the amended cost of rebuilding the buildings prior to the renewal date of this insurance.

Contents – Section 2

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

The definitions on pages 8-9 outline what is included under the definition of contents.

What is covered	What is not covered
This insurance covers the contents 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. Malicious damage and vandalism: <ul style="list-style-type: none"> i. Where loss or damage is caused by your tenants or their guests we will deduct from any settlement offered by your insurers any amount which is recoverable by you from any deposit lodged by ii. Where loss or damage arises from your tenants' use of the premises for the manufacture, cultivation, harvest or processing by another method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971) 	a. Any amount in excess of £5,000 where loss or damage is caused by your tenant or their guests in respect of any one claim
4. Impact by: <ul style="list-style-type: none"> • Aircraft or other aerial devices or anything dropped from them • Vehicles • iii. Trains • iv. Animals • Falling trees or branches • Falling television satellite dishes but the most we will pay for any one satellite dish is £500 	
5. 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
6. 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

7. 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
8. Escape of water from fixed water tanks, apparatus or pipes	
9. Theft or attempted theft	Damage by you or an employee
10. 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
B. Accidental breakage of fixed glass in furniture. We will pay for accidental breakage of fixed glass in furniture situated within the buildings	<ul style="list-style-type: none"> a. Theft when entry is not gained or exit made by forcible and violent means b. More than £1,000 in respect of any one claim

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 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>We will indemnify you for:</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 indemnify for:</p> <ol style="list-style-type: none">a. Any amount in excess of 30 per cent of the sum insured for buildings, unless stated otherwise in your scheduleb. Any period exceeding 90 days for claims arising out of malicious damage caused by your tenant or their guests in respect of any one claimc. The cost of providing alternative accommodation for the tenant of the buildings unless you are legally required to provide alternative accommodationd. Any amounts incurred for more than 90 days in any one period of insurance where access to the buildings is deniede. 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 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 data-bbox="97 396 794 432">We will indemnify you for:</p> <p data-bbox="97 436 794 510">1. All sums that you become legally liable to pay as damages arising out of:</p> <ul data-bbox="140 526 486 622" style="list-style-type: none"> <li data-bbox="140 526 486 562">• Bodily injury to any person <li data-bbox="140 577 416 622">• Damage to property <p data-bbox="140 638 794 741">caused by an accident occurring at the premises during the period of insurance and happening in connection with the business.</p>	<p data-bbox="798 396 1497 432">We will not indemnify for any liability:</p> <ul data-bbox="798 436 1497 1417" style="list-style-type: none"> <li data-bbox="798 436 1497 517">a. For bodily injury to you, any person who permanently resides with you or to an employee <li data-bbox="798 521 1497 624">b. For damage to property which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to you <li data-bbox="798 629 1497 1070">c. Arising out of your ownership, possession or use of: <ul data-bbox="853 674 1497 1070" style="list-style-type: none"> <li data-bbox="853 674 1497 875">i. Any motorised or horse drawn vehicle other than: <ul data-bbox="901 719 1497 875" style="list-style-type: none"> <li data-bbox="901 719 1497 799">• Domestic gardening equipment used within the premises and <li data-bbox="901 804 1497 875">• Pedestrian controlled gardening equipment used elsewhere <li data-bbox="853 880 1497 960">ii. Any aircraft or watercraft other than manually operated rowing boats, punts or canoes <li data-bbox="853 965 1497 1070">iii. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <li data-bbox="798 1075 1497 1155">d. Which you have assumed under contract, and which would not otherwise have attached <li data-bbox="798 1160 1497 1263">e. Arising directly or indirectly out of any profession, occupation, business or employment other than for the purposes of the business <li data-bbox="798 1267 1497 1348">f. For bodily injury arising directly or indirectly from any communicable disease or condition <li data-bbox="798 1352 1497 1417">g. Arising out of any deliberate act by you, any person who permanently resides with you or an employee
<p data-bbox="97 1422 794 1458">2. Defective Premises Act</p> <p data-bbox="140 1473 794 1644">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 data-bbox="140 1659 794 1760">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>	<ul data-bbox="798 1422 1497 1760" style="list-style-type: none"> <li data-bbox="798 1422 1497 1503">a. If at the time of the incident giving rise to the liability you had sold the private residence <li data-bbox="798 1507 1497 1543">b. If you are entitled to indemnity under any other insurance <li data-bbox="798 1547 1497 1583">c. The cost of repairing any fault or alleged fault

What is covered	What is not covered
<p>We will indemnify you for:</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 indemnify for any liability:</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 £5,000,000 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 £5,000,000 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 £5,000,000 plus other costs incurred with our written consent

Employer's liability – Section 5

The following cover applies only if the schedule shows that employer's liability is included.

What is covered	What is not covered
We will indemnify you for: All sums which you become legally liable to pay in respect of bodily injury sustained during the period of insurance by any employee, and arising out of and in the course of employment by you in connection with the business at the buildings named in the schedule, or elsewhere in the world where any employee may be working temporarily, provided that any action for damages is brought against you in a court of law within the territorial limits.	We will not indemnify for any liability: a. Liability of any principal b. Liability assumed by you under agreement and which would not have attached in the absence of agreement c. Bodily injury arising directly or indirectly: <ul style="list-style-type: none">• From any vehicle outside of the premises• From any vehicle used for racing, pacemaking or speed testing• From any communicable disease or condition d. Fines or penalties e. Legal costs or expenses insured by another policy

Employer's liability cover extensions

– Section 5

The following cover applies only if the schedule shows that employer's liability is included.

What is covered	What is not covered
<p>This section of insurance also covers:</p> <p>Additional persons insured</p> <p>A. Your legal personal representative in the event of your death</p> <p>B. The owner or lessee of any private residence named in the schedule</p> <p>C. If you so request any of your directors or Employees as though each had been insured separately provided that:</p> <p>i. Such persons observe the terms of the policy insofar as they can apply</p> <p>ii. We retain the sole conduct and control of all claims</p> <p>iii. The most we will pay for claims for any one accident or series of accidents arising out of any one event is £10,000,000 plus other costs incurred with our written consent</p>	<p>We will not pay for:</p> <p>Liability of your directors or employees for which you would not have been covered if the legal action had been brought against you</p> <p>Liability of any resident incurred solely as occupier of his/her flat</p>

Settling claims

How we deal with your claim

The most we will pay under this section for damages together with costs and expenses shown below in respect of any one claim against you or series of claims against you arising out of one event shall not exceed £10,000,000.

Costs and expenses shall mean:

- Costs and expenses of claimants for which you are legally liable
- All other costs and expenses you have to pay provided that we have agreed to pay such costs and expenses in writing
- The legal costs of defending in any court of summary jurisdiction any proceedings brought against you in respect of a breach or alleged breach of any statutory duty resulting in injury that may be the subject of a claim
- The legal costs and expenses incurred with our written consent and costs awarded against you arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, providing the proceedings relate to the health safety or welfare of any employee

Recovery of payments

The cover provided under this section is in accordance with the provisions of any law relating to the compulsory insurance of liability of employees within the territorial limits, but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such laws.

Terrorism – Section 6

Cover

Notwithstanding anything stated herein to the contrary and in consideration of the payment of the premium, this insurance is extended for the period of insurance stated above to include loss or damage to the property insured and business interruption resulting therefrom insofar and to the extent that it is insured in the United Kingdom other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not the Isle of Man nor the Channel Islands) caused by an act of terrorism certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority subject to the terms, limitations and exclusions more fully set out in the policy.

Limit of liability

Our liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified in this insurance.

Insuring clause

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the schedule attaching to and forming part of this policy (hereinafter referred to as the "schedule") against physical loss or physical damage occurring during the period of this policy caused by an act of terrorism or sabotage, as herein defined.

For the purpose of this insurance, an act of terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Losses excluded

This policy does not insure against:

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an act of terrorism or an act of sabotage.
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
8. Any fine or penalty or other assessment which is incurred by the insured or which is imposed by any court, government agency, public or civil authority or any other person.

9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by underwriters in writing prior to such measures being taken.
13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.
14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
15. Loss or increased cost as a result of threat or hoax.
16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.
17. Loss or damage caused by mysterious disappearance or unexplained loss.
18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Property excluded

This policy does not cover physical loss or physical damage to:

1. Land or land values.

2. Power transmission, feeder lines or pipelines not on the insured's premises.
3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.
4. Aircraft or any other aerial device, or watercraft.
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
6. Animals, plants and living things of all types.
7. Property in transit not on the insured's premises.

Conditions

1. Joint insureds

The underwriters' total liability for any loss or losses sustained by any one or more of the insureds under this insurance will not exceed the sum insured shown in the schedule. The underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the insureds or any one or more of the insureds.

2. Other insurance

This policy shall be excess of any other insurance available to the insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this policy. When this policy is written specifically in excess of other insurance covering the peril insured hereunder, this policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this policy in excess of the deductible with respect to each and every covered loss.

3. Situation

This policy insures property located at the addresses stated in the schedule.

4. Sum insured

The underwriters hereon shall not be liable for more than the sum insured stated in the schedule in respect of each occurrence and in the policy aggregate.

5. Deductible

Each occurrence shall be adjusted separately and from each such amount the sum stated in the schedule shall be deducted.

6. Occurrence

The term "occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts of terrorism or sabotage for the same purpose or cause. The duration and extent of any one "occurrence" shall be limited to all losses sustained by the insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this policy unless the insured shall first sustain direct physical damage by an act of terrorism or an act of sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this policy.

7. Debris removal

This policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the schedule damaged by an act of terrorism or an act of sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

8. Due diligence

The insured (or any of the insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

9. Property maintenance

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the underwriters without their consent.

10. Valuation

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- i. The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch
- ii. Until replacement has been effected the amount of liability under this policy in respect of loss shall be limited to the actual cash value at the time of loss
- iii. If replacement with material of like kind and quality is restricted or prohibited by any bylaws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this policy
- iv. The underwriters' liability for loss under this policy shall not exceed the smallest of the following amounts:
 - a. The policy limit applicable to the destroyed or damaged property
 - b. The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss
 - c. The amount actually and necessarily expended in replacing said property or any part thereof

The underwriters will normally expect the insured to carry out repair or replacement of the insured property, but if the insured and the underwriters agree that it is not practicable to do this, the underwriters will pay the insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The underwriters will only pay the insured up to the sum insured shown in the schedule.

11. Incorrect declaration penalty

If the values declared as stated in the schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the insured shall co insure for the balance.

12. Notification of claims

The insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the underwriters and/or the broker, named for that purpose in the schedule, who is to advise the underwriters within seven days of such knowledge of any occurrence. It is a condition precedent to the liability of underwriters that such notification is given by the insured as provided for by this policy.

If the insured makes a claim under this insurance they must give the underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the underwriters, the insured must submit to examination under oath by any person designated by the underwriters.

13. Proof of loss

The insured shall render a signed and sworn proof of loss within 60 days after the occurrence of a loss (unless such period be extended by the written agreement of underwriters) stating the time, place and cause of loss, the interest of the insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the underwriters have not received such proof of loss within two years of the expiry date of this policy, they shall be discharged from all liability hereunder. In any claim and/or action, suit or proceeding to enforce a claim for loss under this policy, the burden of proving that the loss is recoverable under this policy and that no limitation or exclusion of this policy applies and the quantum of loss shall fall upon the insured.

14. Subrogation

Any release from liability entered into in writing by the insured prior to loss hereunder shall not affect this policy or the right of the insured to recover hereunder. The right of subrogation against any of the insured's subsidiary or affiliated companies or any other companies associated with the insured through ownership or management is waived;

In the event of any payment under this policy, the underwriters shall be subrogated to the extent of such payment to all the insured's right of recovery therefor. The insured shall execute all papers required, shall cooperate with underwriters and, upon the underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The underwriters will act in concert with all other interests

concerned (including the insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- i. Any interest, (including the insured's), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this policy and in excess of the coverage under this policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- ii. Out of the balance remaining, the underwriters shall be reimbursed to the extent of payment under this policy;
- iii. The remaining balance, if any, shall inure to the benefit of the insured, or any insurer providing insurance primary to this policy, with respect to the amount of such primary insurance, deductible, self-insured retention, and/or loss of a type not covered by this policy

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of underwriters, the expense thereof shall be borne by the underwriters.

15. Salvage and recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

16. False or fraudulent claims

If the insured shall make any claim knowing it to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims and benefit hereunder shall be forfeited.

17. Misrepresentation

If the insured has concealed or misrepresented any material fact or circumstance relating to this insurance, this Insurance shall become void. If the insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

18. Abandonment

There shall be no abandonment to the underwriters of any property.

19. Inspection and audit

The underwriters or their agents shall be permitted but not obligated to inspect the insured's property at any time.

Neither the underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property is safe.

The underwriters may examine and audit the insured's books and records at any time up to two years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

20. Assignment

Assignment or transfer of this policy shall not be valid except with the prior written consent of the underwriters.

21. Rights of third parties' exclusion

This policy is effected solely between the insured and the underwriters.

This policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this policy.

This clause shall not affect the rights of the insured.

22. Cancellation

This policy shall be non-cancellable by the underwriters or the insured except in the event of non-payment of premium where the underwriters may cancel the policy at their discretion.

In the event of non-payment of premium this policy may be cancelled by or on behalf of the underwriters by delivery to the insured or by mailing to the insured or the broker by registered, certified, or other first class mail, at the insured's address as shown in this policy, written notice stating when, not less than 15 days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the

construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

23. Arbitration

If the insured and underwriters fail to agree in whole or in part regarding any aspect of this policy, each party shall, within 10 days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the insured and underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two, duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire. The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

24. Several liability

The underwriters' obligations under this policy are several and not joint and are limited solely to their individual subscriptions. The underwriters are not responsible for the subscription of any cosubscribing underwriter who for any reason does not satisfy all or part of its obligations.

25. Legal action against underwriters

No one may bring a legal action against underwriters unless:

- i. There has been full compliance by the insured with all of the terms of this policy; and
- ii. The action is brought within two years after the expiry or cancellation of this policy

26. Material changes

The insured shall notify the underwriters of any change of circumstances which would materially affect this insurance.

27. Expert fees

This insurance includes, within the sum insured, the necessary fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this policy.

Rental income extension

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS

of the policy to which this extension is attached, and also to the following ADDITIONAL CONDITIONS AND EXCLUSIONS, this policy is extended to cover loss resulting from necessary untenantability caused by direct physical loss or damage, as covered by the policy to which this extension is attached, to property insured by this policy.

In the event of such direct physical loss or damage, the underwriters shall be liable for the actual loss sustained by the insured resulting directly from such necessary untenantability, but not exceeding the reduction in rental income, as defined hereafter, less charges and expenses which are not necessary during the period of untenantability, for only such length of time as would be required, with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as has been destroyed or damaged. However, such length of time shall not exceed 18 months commencing with the date of such direct physical loss or damage and not limited by the expiration of this policy.

For the purpose of this extension "rental income" is defined as the sum of:

- i. The anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the insured, and
- ii. The amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the insured, and
- iii. The fair rental value of any portion of such property which is occupied by the insured

In determining rental income due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

Conditions

1. Direct loss or damage

No claim shall be payable under this extension unless and until a claim has been paid, or liability admitted, in respect of direct physical loss or damage to property insured under the policy to which this extension is attached and which gave rise to loss of rental income.

This condition shall not apply if no such payment shall have been made, or liability admitted, solely

owing to the operation of a deductible in said policy which excludes liability for losses below a specified amount.

2. Values declared (and incorrect declaration penalty)

The premium for this extension has been based on a statement of individual values declared to and agreed by the underwriters at the inception of the policy and stated in the schedule.

If any of the individual values declared are less than the equivalent amount of the co-insurance percentage, as stated in the schedule, of the rental income values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the insured shall co-insure for the balance.

Exclusions

This extension does not insure against:

1. Increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. Increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured untenantability, and then the underwriters shall be liable for only such loss as affects the insured's income during, and limited to, the period of untenantability covered under this policy;
3. Increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. Any other consequential loss

Basis of settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any general cover policy in respect of damage or consequential loss.

The most the insurer will pay for any one event is:

- a. The total sum insured, or
- b. For each item its individual sum insured, or
- c. Any other limit of liability in the general cover policy, whichever is the less.

Section conditions

Burden of proof

In any action suit or other proceedings where the insurer alleges that any damage or loss resulting from damage is not covered by the general cover policy, the burden of proving that such damage or loss is covered shall be upon the insured.

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HFIS Ltd is authorised and regulated by the Financial Conduct Authority.

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Reference: April 2023