

Adrian Flux Residential Let Insurance



www.adrianflux.co.uk



ADRIAN FLUX

modern approach, traditional values

If you have any questions about these documents, please contact Adrian Flux Insurance Services who will be pleased to help you.

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The contract of insurance

This policy has been arranged by Adrian Flux Insurance Services on behalf of Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

This is to certify that the insurer in consideration of the premium specified on the schedule agrees to indemnify the insured in respect of cover detailed within this policy.

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

The Residential Let Policy wording, schedule and any endorsements are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole policy.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract will be English law.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not their individual joint and are limited solely to the extent of 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.

The 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. However, this does not affect any other rights they may have.

The Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Signed for and on behalf of Certain Underwriters at Lloyd's



Gerry Bucke
Adrian Flux Insurance Services

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are highlighted by the use of bold print.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Buildings

The structure of the **private residence**, garages and outbuildings (but not a caravan or mobile home), greenhouses and sheds all on the same site and used for domestic purposes, including central heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and **your** fixtures and fittings.

Carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £5,000 in total.

The **private residence** (unless **we** describe it differently on the schedule) must be built of brick, stone or concrete (but not prefabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat or covered with felt.

Contents

Household furniture, carpets, curtains and domestic appliances which belong to **you** or for which **you** are legally responsible.

Contents does not include **your** fixtures and fittings or property belonging to **your tenant(s)**.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

Private residence

The living accommodation at the address shown on the schedule, lived in as an individual house, apartment(s) or flat(s).

Tenant(s)

Any person or people paying rent to **you** under a tenancy agreement for at least six months.

Categories of tenant(s)

Category 1 – Private

A person or people who are in full or part time employment, self-employed, retired or unemployed because of a disability.

Category 2 – Student

A person or people who are in full or part time education at a university, college or teaching establishment.

Category 3 – Tenant on benefits living permanently in the United Kingdom

A person or people who live in the **private residence** as accommodation arranged by a government department or local council, as long as the tenancy agreement is between **your tenant(s)** and **you**, or **your** appointed letting agent.

Category 4 – Asylum seeker

A refugee or refugees, as defined by Article 1 of the 1951 Refugee Convention, who have been granted refugee status by the national authorities.

The schedule will show which category this insurance has been issued for.

Definitions (continued)

Unoccupied

Where the **private residence** has been left without **tenants** for more than 30 days in a row.

We, us, our

The insurer named on the schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

Workforce

Your employees.

You, your

The person or people named on the schedule, or the directors or partners of the business named on the schedule.

Section one: Buildings

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your buildings** during the **period of insurance** caused by the following events:

What is not covered

We will not pay the first amount of every claim (except for Insured events 13 and 14) if the **private residence** is lived in partly or totally by **tenants** in the following categories:

- Category 1 (Private) – £100
- Category 2 (Student) – £150
- Category 3 (Tenant on benefits) – £250
- Category 4 (Asylum seeker) – £250

1	Fire and smoke.	
2	Earthquake.	
3	Explosion.	
4	Lightning.	
5	Aircraft and other flying objects or anything dropped from them.	
6	Riot, civil commotion, strikes and labour or political disturbances.	<ul style="list-style-type: none"> • Loss or damage while the private residence is unoccupied.
7	Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> • Loss or damage caused by pets. • Loss or damage caused to: <ul style="list-style-type: none"> – paths or drives by the weight of any vehicle; or – roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
8	Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> • Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
9	Falling trees or branches, telegraph poles or lampposts including the reasonable cost of removing fallen trees or branches if the buildings have been damaged at the same time.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – to hedges, fences and gates; or – caused by cutting down or trimming trees or branches.

Section one: Buildings (continued)

What is covered	What is not covered
10 Theft or attempted theft.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied; or – caused by you, your workforce or your tenant(s).
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied; – caused by you or your workforce. • Any amount over £5,000 caused by your tenant(s).
12 Flood.	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; – subsidence, heave or landslip; or – rising ground water levels. • Loss or damage to: <ul style="list-style-type: none"> – fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or – radio or television aerials, fixed satellite dishes, their fittings or masts.
13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.	<ul style="list-style-type: none"> • The first £250 of every claim unless stated otherwise in the policy schedule. • Loss or damage while the private residence is unoccupied. • Loss or damage caused by: <ul style="list-style-type: none"> – subsidence, heave or landslip; – faulty workmanship; – chemicals or a chemical reaction; or – the escape of water from guttering, rainwater downpipes, roof valleys and gullies. • Loss or damage: <ul style="list-style-type: none"> – to fixed domestic oil tanks, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas; – to the installation itself; or – if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.

Section one: Buildings (continued)

What is covered

- 14 Subsidence or heave of the site on which **your buildings** stand, or landslide.

What is not covered

- The first £1,000 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **private residence** is damaged at the same time and by the same cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause; or
 - **your buildings** if the loss or damage is covered by law or the National House Building Council Scheme, or other similar guarantee.

- 15 Storm.

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslide; or
 - rising ground water levels.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra benefits included with buildings

We will also cover the following.

What is covered

What is not covered

We will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefits 4 and 5):

Category 1 (Private) – £100

Category 2 (Student) – £150

Category 3 (Tenants on benefits) – £250

Category 4 (Asylum seeker) – £250

1 Accidental breakage

- Accidental breakage of fixed glass forming part of **your buildings** (including the cost of necessary boarding up before replacing broken glass).
- Accidental breakage of fixed sanitary fittings.
- Accidental breakage of ceramic glass in cooker hobs of built-in units.
- Accidental breakage of fixed solar panels forming part of **your buildings**.

- Damage while the **private residence** is **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

2 Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under Section one: Buildings, **we** will pay the rent **you** would have received from existing **tenant(s)** if the **private residence** could have been lived in.

You may only claim this benefit under one section of this document.

- Any amount over 20% of the sum insured for **buildings** for any one claim.
- Loss of rent:
 - if the **private residence** was **unoccupied** immediately before the insured event;
 - arising from **your tenant(s)** leaving the **private residence** without giving notice to **you** or **your** letting agents; or
 - after the **private residence** can be lived in again.

Extra benefits included with buildings (continued)

What is covered	What is not covered
<p>2 Loss of rent (continued)</p>	<ul style="list-style-type: none"> • Rent which is unpaid at the time of the loss or damage. • Costs, fees or charges you have to pay to your letting agents.
<p>3 Selling the private residence</p> <p>If you sell the private residence, from the date you exchange contracts, we will give the buyer the benefit of Section one: Buildings until the sale is completed, as long as this is within the period of insurance.</p>	<ul style="list-style-type: none"> • Any claim for loss or damage to your buildings if the buyer is insured under any other insurance.
<p>4 Metered water</p> <p>Accidental leakage of metered water caused by an insured event.</p> <p>Up to £1,000 in any period of insurance for charges you have to pay to your water provider.</p> <p>You may only claim this benefit under one section of this document.</p>	<ul style="list-style-type: none"> • The first £100 of every claim.
<p>5 Accidental damage to underground cables, pipes and tanks</p> <p>We will pay for accidental damage to underground cables, pipes and tanks serving the private residence for which you are legally responsible.</p>	<ul style="list-style-type: none"> • The first £100 of every claim. • Damage while the private residence is unoccupied. • The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks. • Damage caused by subsidence or heave of the land, or landslide. • Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material. • Delamination of pitch fibre pipes.

Extra benefits included with buildings (continued)

What is covered

6 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under Section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.

- The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

What is not covered

- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened; or
 - for making the site stable.
- Any amount over 12.5% of the sum insured for **buildings** for any one claim.

7 Emergency Access

Loss or damage to the **buildings** caused by a member of the emergency services breaking into the **private residence**:

- to rescue **you, your workforce** or **tenant(s)**;
- to deal with a medical emergency; or
- to prevent damage to the **private residence**.

The most **we** will pay is £500.

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild **your buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **private residence** immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section one: Buildings is the sum insured for **buildings** shown on the schedule, adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 6 (Building fees and the cost of removing debris) in Section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion. For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** and **your tenant(s)** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** and **your tenant(s)** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Section two: Contents

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your contents** during the **period of insurance** caused by the following events:

What is covered	What is not covered
1 Fire and smoke.	
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Aircraft and other flying objects or anything dropped from them.	
6 Riot.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> • Loss or damage caused by pets.
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
9 Falling trees or branches, telegraph poles or lampposts.	<ul style="list-style-type: none"> • Loss or damage caused by cutting down or trimming trees or branches.
10 Theft or attempted theft.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied; or – caused by you, your workforce or your tenant(s).

Section two: Contents (continued)

What is covered	What is not covered
<p>11 Malicious acts or vandalism.</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied; – caused by you or your workforce. • Any amount over £5,000 caused by your tenant(s).
<p>12 Flood.</p>	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; or – rising ground water levels. • Loss or damage to property outside the private residence.
<p>13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.</p>	<ul style="list-style-type: none"> • The first £250 of every claim unless stated otherwise in the policy schedule. • The cost of the water or oil. • Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied; – caused by faulty workmanship; – caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies; – to free-standing hot tubs, jacuzzis or spas; – to the installation itself; or – if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.

Section two: Contents (continued)

What is covered

- 14 Subsidence or heave of the site on which **your buildings** stand, or landslip.

What is not covered

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - or
 - solid floors moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.

- Loss or damage caused by:
 - frost; or
 - rising ground water levels.

- Loss or damage to property outside the **private residence**.

- 15 Storm.

Extra benefits included with contents

The schedule will show if this cover applies.

What is covered

What is not covered

We will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefit 3):

- Category 1 (Private) – £100
- Category 2 (Student) – £150
- Category 3 (Tenants on benefits) – £250
- Category 4 (Asylum seeker) – £250

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs; and
- mirrors.

- Damage while the **private residence** is **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- The cost of repairing, removing or replacing frames.

2 Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under Section two: Contents, **we** will pay the rent **you** would have received from existing **tenant(s)** if the **private residence** could have been lived in.

You may only claim this benefit under one section of this document.

- Any amount over 20% of the sum insured for **contents** for any one claim.
- Loss of rent:
 - if the **private residence** was **unoccupied** immediately before the insured event;
 - arising from **your tenant(s)** leaving the **private residence** without giving notice to **you** or **your** letting agents;
 - after the **private residence** can be lived in again; or
 - which is unpaid at the time of the loss or damage.
- Costs, fees or charges **you** have to pay to **your** letting agents.

3 Metered water

Metered water accidentally leaking following an insured event.

Up to £1,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

You may only claim this benefit under one section of this document.

- The first £100 of every claim.

Settling claims

Basis of settling claims

For any item of **contents** that is lost or damaged **we** will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if we can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

We will take off an amount for wear and tear for clothing and household linen.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section two: Contents is the sum insured for **contents** shown on the schedule, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** and **your tenant(s)** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs. If **you** are not able to provide **us** with proof of value and/or ownership, this may affect how **we** deal with **your** claim.

Section three: Liability

Where Section one: Buildings is shown as covered in the schedule, the insurance will include **your** liability as owner of the **private residence** and **your** liability as owner of a previous private residence.

Where Section two: Contents is shown as covered in the schedule, the insurance will include **your** liability as occupier of the **private residence** and **your** liability for accidents to domestic employees.

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as the owner or occupier

We will insure **your** liability as owner or occupier to pay for accidents happening in and around the **private residence** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you** or **your workforce**; or
- loss or damage to property which **you** or **your workforce** do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

- **You** are not covered for liability arising:
 - other than as owner or occupier of the **private residence**;
 - from any agreement or contract unless **you** would have been legally liable anyway;
 - from criminal acts;
 - as a result of an assault, alleged assault or a deliberate or malicious act;
 - from owning or occupying any land or buildings, other than the **private residence**;
 - where **you** are entitled to cover from another source;
 - from any profession, trade or business;
 - from paragliding or parascending;
 - from any infectious disease or condition;
 - from **you, your workforce** or **your tenant(s)** owning or using any:
 - power-operated lift;
 - electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);

Section three: Liability (continued)

What is covered

Liability as the owner or occupier (continued)

What is not covered

- from **you, your workforce or your tenant(s)** owning or using any:
 - . caravans or trailers;
 - . animals other than **your** pets;
 - . animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
 - . dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.
- **You** are not covered for liability arising from the following.
 - Liquidated damages
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.
 - Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
 - Aggravated damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
 - Multiplying compensatory damages
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

Section three: Liability (continued)

What is covered

Liability as the owner of previous private residences

We will insure **you** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which **you** owned, for accidents happening in and around that private residence which result in:

- bodily injury to any person other than **you** or **your workforce**; or
- loss or damage to property which **you** or **your workforce** do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **private residence**.

We will pay up to £5,000,000, for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or the private residence was sold;
- from any cause for which **you** or **your workforce** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault; or
- where a more recent insurance covers the liability.

- Bodily injury arising from any infectious disease or condition.

General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to or arising from the following.

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 9 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
 - putting the public or any section of the public in fear
- if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of the **private residence**, including all locks and alarm systems, are kept in working order and are working whenever **you** or the **tenants** are not living in the **private residence**. If **you** do not comply with this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.

2 Changes to your cover

You must tell **us** as soon as possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** about the following if **you**:

- plan to carry out building works at the **private residence**;
- change how the **private residence** is used or if the type of **tenant** changes;
- are convicted or have a prosecution pending for any offence (other than motoring);
- leave the **private residence unoccupied**;
- change **your** address.

We have the right to cancel the policy or change any terms and conditions of this insurance when **you** tell **us** about a change. **We** may also adjust the premium if necessary.

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must:

- give **us** (at **your** own expense) any documents, information and evidence **we** need;
- tell the Police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number;
- take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

General conditions (continued)

5 Fraudulent claims

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

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

6 Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to.

When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

7 Cancellation

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will make a charge equal to the period of cover **you** have had, but this charge will be at least £25 plus the Insurance Premium Tax (IPT).

You may cancel this insurance after the first 14 days by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim and subject to a minimum charge of £25 plus IPT.

We may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim.

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

General conditions (continued)

9 More than one private residence

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

10 Regulations and conditions for rented accommodation

You must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens, **we** may decide not to pay the claim.

You or an authorised person must inspect the inside and outside of the **private residence** at least once every three months.

If the **private residence** is lived in by Category 2, Category 3 or Category 4 **tenants**, the following conditions will apply on top of those shown in the document, or **we** may decide not to pay a claim:

- the bedroom(s) must not be used for cooking food, other than for making tea and coffee;
- the bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters;
- all rubbish stored in the **private residence** must be removed each week.

11 Flat roof inspection condition

All flat roof sections of the **private residence** must be inspected and tested at least once every five years by a qualified, independent building and roofing contractor and **you** or **your** letting agent must be able to give **us** a valid certificate or written report confirming the roof section is in a weatherproof condition.

If **you** do not do this, **we** may decide not to pay a claim.

12 Your duty to disclose information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information we may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

Making a claim

If **you** need to make a claim:

- Check **your** policy booklet and **your** schedule to see if **you** are covered.
- Give immediate notice to the Police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **us** on 0844 412 4266 as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

How to complain

We aim to give **our** customers a high level of service at all times and deal with claims fairly and promptly under the terms of this policy. However, if **you** are unhappy with the service that **we** provide, **you** should firstly contact:

Adrian Flux Insurance Services,
East Winch Hall, East Winch,
King's Lynn,
Norfolk PE32 1HN
Phone: 0844 888 5511

If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.

If the matter remains unresolved, it may be referred to:

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street,
London EC3M 7HA
Phone: 020 7327 5693
Fax: 020 7327 5225
Email: complaints@lloyds.com

Details of the Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help", available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

These procedures do not affect **your** right to take legal action.



ADRIAN FLUX

modern approach, traditional values

telephone

0844 888 5511

www.adrianflux.co.uk