



OPTIMA

Landlords Insurance Policy Wording

Version 2

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Introduction

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy wording and **schedule**, against loss or damage to the **home**, **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

The insurance relates ONLY to those sections of the policy wording which are shown in the **schedule** as being included.

We allow CIA Insurance Services Ltd to sign and issue the policy wording and **schedule** on **our** behalf.

This policy wording, the **schedule** and any **endorsements**, set out the terms of the contract between **you** and **us**. Please read all of these documents to make sure they provide the cover **you** want. If they are not correct, or do not meet **your** needs, please contact **your broker**.

Please read the whole document carefully. It is arranged in different sections. 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.

Your Duty of Disclosure

Under the Insurance Act 2015 **you** have a duty to make fair presentation of the risk to **us** before this policy starts, at each renewal and when **you** make any amendment(s) to cover.

This means **you** must:

- disclose all material facts of which **you** know or ought to know.
- make the disclosure in a reasonably clear and accessible way.
- make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **our** decision as to whether to insure **you** and, if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following;

- If **you** are an individual (such as a sole trader or individual partner) what is known to **you** and anybody who is responsible for arranging this insurance, or
- if **you** are not an individual (such as a limited company or partnership)
 - what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised or anybody who is responsible for arranging this insurance)
 - what should reasonably be revealed by a reasonable search of the information available to **you**. The information may be held within **your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
 - If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform us if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- Whether **you** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **you**.

Breach of duty

If **you** breach **your** duty to make fair presentation of the risk to **us**, then:

- Where the breach was deliberate or reckless, **we** may avoid this policy, refuse all claims and keep all premiums paid.
- Where the breach was neither deliberate nor reckless and, but for the breach, **we** would not have agreed to provide cover under the policy on any terms, **we** may avoid this policy and refuse all claims, but **we** will return any premiums paid.
- Where the breach was neither deliberate nor reckless and, but for the breach, **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
- Where the breach was neither deliberate nor reckless and, but for the breach, **we** would have agreed to provide cover under this policy but would have charged higher premiums, **our** liability for any loss amount payable shall be limited to the proportion that the premium we charged bears to the higher premium that **we** would have charged.

For example if the initial premium **you** paid was £200, but if accurate information had been provided, **your** premium would have been £400, a claim for an amount of £1,000 would be reduced to £500.

Insurer

This policy is underwritten by AmTrust Europe Limited registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189

Law & Jurisdiction Applicable to the Insurance

This insurance shall be governed by the law and jurisdiction of England and Wales.

Language Applicable to this Insurance

This insurance is written in English and all communications about it will be in English.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation under the Scheme if **we** cannot pay out all valid claims under this insurance. This depends on the policy **you** have and the circumstances of the claim. The Scheme will cover 90% of the claim with no upper limit. **You** can get more information about the Scheme from the FSCS or **you** can visit their website at www.fscs.org.uk

Complaints

If **your** complaint is about the administration of **your** policy or how it was sold to **you**.

If at any time **you** have any query or complaint regarding the way the policy was sold, or the administration of **your** policy, **you** should refer to **your broker** who sold the policy to **you**.

If **your** complaint is about the administration of **your** claim

At AmTrust Europe Limited, **we** are committed to providing a high level of service at all times, but if **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so **we** can try to put things right. If **you** wish to make a complaint about a claim under **your** policy please contact:

AmTrust Europe Complaints

AmTrust Europe Limited

Market Square House

St James's Street

Nottingham

NG1 6FG

Telephone: +44 (0) 115 934 9852

(lines are open 9am – 5pm Mon-Fri, calls are charged at standard rate).

Email: complaints@amtrusteu.co.uk

We will contact **you** within three days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and provide **our** written response within four weeks. If it will take **us** longer than four weeks, **we** will explain the current position and let **you** know when **you** can expect a response.

Referring your Complaint to the Financial Ombudsman Service

In the event that **you** are unhappy with **our** response to **your** complaint, or **you** have not received **our** response within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving **our** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **we** have not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines) or 0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers).

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

This complaints procedure does not affect any legal right **you** have to take action against **us**.

Definitions

Wherever the following words appear in this insurance in **bold** they will have the meanings shown below.

Accidental Damage	Caused suddenly and as a result of an external, visible and unexpected cause.
Bodily injury	An identifiable physical injury which occurs following an accident during the period of insurance and which solely and independently of any other cause (except illness, disease or disorder directly resulting from, or medical or surgical treatment made necessary by, such injury) results in death, permanent incapacity or hospitalisation within twelve months from the date of the accident.
Buildings	<ul style="list-style-type: none">• the home and its decorations you own or for which you are legally responsible within the home.• fixtures and fittings including cookers, washing machines, dishwashers, tumble driers and/or fridge freezers attached to the home you own or for which you are legally responsible within the home.• permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally responsible within the home named in the schedule.• Unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers for which you are legally responsible within the home named in the schedule, to a maximum total value of £5,000.
Broker	CIA Insurance Services Ltd who administer this policy on our behalf.
Contents	<p>Household goods and personal property, within the home, which you own or for which you are legally responsible.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• carpets• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• permanently sited (but not fixed) hot tubs and spas• property in the open but within the home up to £500 (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home) <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property not belonging to you• any property held or used for business purposes• any property insured under any other insurance• jewellery, furs, gold and silver, pictures and paintings• personal money• credit cards
Credit Cards	Bankers cards, charge cards, credit cards , debit cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance as notified to you by your broker .

Definitions (Continued)

Wherever the following words appear in this insurance in **bold** they will have the meanings shown below.

Flood	An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal water and/or the overflowing of water onto land that is dry arising as a direct consequence of heavy rain, storm or tempest.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Period of insurance	The length of time for which this insurance is in force, as shown in your schedule and for which you have paid and we have accepted a premium.
Personal money	Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.
Sanitary ware	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 home , the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	Built of brick, stone or concrete (but not prefabricated) walls and roofed with slates, tiles, asphalt, metal or concrete (other than flat roof sections) with timber or concrete flooring.
Unoccupied	The home is unoccupied when it has not been lived in for more than 60 consecutive days.
We / us / our	The Insurer AmTrust Europe Limited
You / your	The policyholder as named in your schedule

General Conditions

A) Your Duties

1. **You** and **your** letting or managing agent must notify **us** as soon as possible of any change in the information given to **us**. Failure to do so may invalidate **your** policy or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this policy should **we** become aware of any fact which may affect the cover **we** provide.
2. **You** shall take care:
 - a. To prevent accident and any injury or loss or damage;
 - b. If the **buildings** are tenanted, **you** or **your** agents must inspect the **building** both internally and externally at least every six months, and a written record of these inspections must be kept and made available to us on our request;
 - c. To observe and comply with statutory or local authority laws, obligations and requirements;
 - d. To maintain the property insured in an efficient and safe working order.

B) Your Cancellation Rights

You have the right to cancel the cover within a period which begins fourteen (14) days from the start of the **period of insurance** or on receiving your policy, whichever is the latter (this period is referred to as the “cooling off period”). **You** should exercise this right by contacting **your broker**.

If **you** exercise **your** right to cancel during the “cooling off period”, **you** will be entitled to a return of the premium, providing no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**. If **you** do not exercise **your** right to cancel during the “cooling off period”, the policy premium becomes due.

If the “cooling off period” has expired, **you** may cancel the policy during the **period of insurance** by contacting **your broker**. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**, **you** will be entitled to a proportionate return of the premium paid, less any cancellation fee **your broker** may charge. Please refer to **your schedule** for further information on what these charges are. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums on unpaid premiums due.

C) Our Cancellation Rights

We may cancel this policy by giving **you** fourteen (14) days’ notice in writing sent to **your** last known address on **your schedule**. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

The reasons **we** may cancel **your** insurance include:

- A change in circumstances, where cover can no longer be provided;
- Lack of cooperation or failure to supply information/documentation;
- Threatening or abusive behaviour

D) Unoccupied Property Condition

If the **home** is **unoccupied** it is a condition of the policy wording that **you** must comply with the following:

1. All security must be maintained and placed in operation whenever the **home** is unattended
2. The water must be switched off at the mains and the water system drained OR the heating must be maintained at a minimum temperature of 15 degrees centigrade or 58 degrees Fahrenheit at all times between the 1st of October and the 1st of April inclusive
3. The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the **home**
4. Any tanks containing fuel or other inflammable liquid must be drained and purged within the first 30 days of unoccupancy unless used to maintain the heating of the **home**
5. The **home** must be inspected both internally and externally at least once every 7 days by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record; presentation of which will be required in the event of a claim.
6. All waste refuse and disused combustible materials, including accumulated mail, must be cleared both internally and externally from the **home** at least once every 7 days
7. Advise **your broker** as soon as the property tenancy status alters

General Conditions (Continued)

E) Security Condition

All security including window locks and external door locks must be maintained and placed in operation whenever the home is unattended.

It is a condition of **your** policy that the premises is made secure to prevent illegal entry to the **home**. The tenants must be made aware that this security is to be in operation whenever the property is unattended.

If the property becomes **unoccupied** it is the responsibility of **you**, or **your** agent acting on **your** behalf, to put these security devices into full and effective operation.

The premises must be secured against illegal entry. If **you** or **your** tenants fail to comply with this condition this may result in **your** insurance becoming invalid and **your** claim not being paid.

F) Subjectivity Clause

At the inception of or during each **period of insurance**, the insurance provided by this policy wording and **schedule** is subject to **you**;

a)

1. Providing **us** with any additional information that **we** may request
2. Completing any actions agreed between **you** and **us**
3. Allowing **us** to complete any actions agreed between **you** and **us**.

b) If required by **us**, allowing **us** access to the **home** and/or the business to carry out survey(s) and **your** compliance with any risk improvements identified.

Upon completion of these requirements (or if they are not completed by the required dates) **we** may, at **our** option:

1. Modify **your** premium
2. Amend the terms and conditions of this policy
3. Require **you** to make alterations to the **home** and/or comply with any risk improvements identified
4. Exercise **our** right to cancel **your** policy
5. Leave the policy terms, conditions and premium unaltered

If **we** proceed with options 1, 2 and 3 above, **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

G) Non Invalidation Condition

This insurance will not be invalidated by anything that **you** do not know about or which is beyond **your** control, if this increases the risk of loss or damage to the **building**. **You** must contact **us** as soon as **you** become aware of any action that has been taken which increases the risk of loss or damage. Please note **you** may also have to pay an extra premium. However, this condition does not override any specific exclusions or clauses.

H) Average (Underinsurance)

If, at the time of loss or damage, the sums insured for **your buildings** or **contents** are less than the cost of replacement, then **you** shall be responsible for a proportionate share of the cost.

I) Index Linking (please note that an index-linked sum insured is not necessarily an adequate one)

The sums insured will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted sums insured.

For **buildings**, the general building cost index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors, for commercial **homes** or, for residential **homes**, the Household Rebuilding Cost Index issued for the Association of British Insurers (or other suitable index **we** decide upon) will be used.

For contents shown and/or described in your **schedule**, the Retail Price Index (or other suitable index **we** decide upon) will be used. The above percentage changes will continue to be applied between the date of any loss or damage and the date when replacement or repair has been completed.

J) 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.

General Exclusions

A) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for;

1. loss or destruction of or any damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. any legal liability of whatsoever in nature directly or indirectly caused by or contributed to, by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C) Existing and Deliberate Damage

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

D) Indirect Loss or Damage

We will not pay for loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

E) Electronic Data Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from or any indirect loss;
2. any legal liability whatsoever in nature directly or indirectly caused by or contributed to, by or arising from:
 - i) computer viruses, erasure or corruption of electronic data;
 - ii) the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion "computer virus" means a set of corruption, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but not limited to "Trojan Horses", "worms" and "Time or Logic Bombs"

F) Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. any legal liability of whatsoever nature;
3. death or injury to any person; directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
 - terrorism; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

General Exclusions (Continued)

G) Loss in value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

H) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

I) Contractors Exclusion

We will not pay for loss or damage arising out of the activities of contractors.

J) Illegal Activities Exclusion

We will not pay for loss or damage caused as a result of the property being used for illegal activities.

K) Domestic Pets, Insects or Vermin

We will not pay for any damage caused by domestic pets or by insects or vermin.

L) Sonic Bangs

We will not pay for any damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

M) Terrorism

We will not pay for any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom occasioned by or happening through or in consequence directly or indirectly:

1. of Terrorism;
2. of riot, civil commotion and (except in respect of any loss by fire or explosion) strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland;

Terrorism shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

N) Sanction Limitation and Exclusion Clause

We shall not provide cover and be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Conditions

Your duties

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

1. **you** must contact **us** using the claims advice telephone number, address or email address shown in the 'Reporting a Claim' section of this wording as soon as possible giving full details of what has happened.
2. **you** must provide details of what has happened within 30 days and provide any other information **we** may require.
3. **you** must forward within 3 days' notice of the claim (if a claim for liability is made against **you**) any letter, claim writ, summons or other legal document **you** receive.
4. **you** must inform the police and obtain a Crime Reference Number as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, or attempted theft.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not leave any property for **us** to deal with, without **our** written permission.

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

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.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

3. Fraudulent claims

If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

not pay **your** claim; and

recover (from **you**) any payments **we** have already made in respect of that claim; and

terminate **your** insurance from the time of the fraudulent act; and

inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Reporting a Claim

If **you** wish to make a claim, **you** may either contact **us** or **your broker**, who will notify **us** of **your** claim.

AmTrust Europe Claims Department

0115 934 9818

(9am-5pm Mon-Fri)

When submitting a claim, **you** must give **your** policy number.

Data Protection & Privacy Statements

1. Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Limited. Below is a summary of the main ways in which **we** process **your** personal data. For more information please visit **our** website at www.amtrusteurope.com

2. How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Section One (Buildings) Cover

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by:	We will not pay for: <ul style="list-style-type: none"> The policy excesses shown on your schedule anything listed under general exclusions, or:
1. fire, lightning, explosion or earthquake	the first £100 of every claim as shown on your schedule (increasing to £500 while the home is unoccupied)
2. aircraft and other flying objects or items dropped from them	
3. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, gates and fences c) for loss or damage while the home is unoccupied
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage resulting in subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks and permanently installed swimming pools, fixed hot tubs and fixed spas c) for loss or damage while the home is unoccupied d) the appliance or system from which the water escaped
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage while the home is unoccupied
6. theft or attempted theft	a) for loss or damage within the home unless caused by violent and forcible entry/exit or deception b) for loss or damage caused by any person lawfully allowed in the buildings in excess of £5,000. If you claim for such loss under both Section One (Buildings) and Section Two (Contents), we will not pay more than £5,000 in total c) for loss or damage while the home is unoccupied
7. collision by any vehicle or animal	
8. riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) loss or damage in excess of £5,000 which you, your lodgers or tenants have caused, allowed, or not reported to the police. If you claim for such loss under Sections One and Two, we will not pay more than £5,000 in total b) for loss or damage while the home is unoccupied

Section One (Buildings) Cover Continued

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by:	We will not pay for: <ul style="list-style-type: none">• The policy excesses shown on your schedule• anything listed under general exclusions, or:
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage caused by coastal erosion f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions g) for loss or damage which originates prior to inception of this cover h) for loss or damage caused by settlement
10. breakage or collapse of fixed radio and television aerials, fixed satellites dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the home b) removal of any part of the tree that has fallen outside the boundary of your home c) for loss or damage to gates and fences

Section One (Buildings) Extra Benefits

What is covered	What is not covered
This section of the insurance also covers	We will not pay for: <ul style="list-style-type: none"> • The policy excesses shown on your schedule • anything listed under general exclusions, or:
a. the cost of repairing accidental damage to: <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs all forming part of the buildings	a) for damage caused by chipping, denting or scratching b) for loss or damage while the home is unoccupied
b. the cost of repairing accidental damage to: <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains including blockages and septic tanks • underground gas pipes • underground cables which you are legally responsible for	a) for loss or damage to any part of the cables or service pipes within the buildings b) for loss or damage caused by rust, corrosion, gradually operating cause or deterioration; c) for loss or damage due to a fault or limit of design, manufacture, construction or installation. d) the first £100 of every claim as shown on your schedule (increasing to £500 while the home is unoccupied)
c. the costs incurred if your home becomes unoccupied for: <ul style="list-style-type: none"> • loss of rent due to you which you are unable to recover; or • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One (Buildings) 	a) any amount over 20% of the sum insured for the buildings damaged or destroyed b) for loss of rent arising from the tenants leaving the buildings without giving you notice c) rent the tenants have not paid d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim e) for loss of rent or any other expenses you must pay to the letting agent f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation g) for rent after the home is fit to be let out h) for loss of rent for more than 12 months
d. The sums insured for buildings including expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any government or local authority requirements following loss or damage to the Buildings 	a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if government or local authority requirements have been served on you before the loss or damage

e. increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One (Buildings), What is Covered, Item 4	any amount in excess of £750 in any period of insurance . If you claim for such loss under Sections One and Two, we will not pay more than £750 in total
What is covered	What is not covered
f. anyone buying the home who will have the benefit of Section One (Buildings) until the sale is completed or the insurance ends, whichever is the sooner	a) any sale completed outside the period of insurance b) if General Policy Condition D – Unoccupied Property Condition is not complied with
g. trace and access If there is a leak from your fixed water or oil tanks, apparatus or pipes we will pay for the necessary and reasonable expense you incur in locating the source of the leak and making the necessary repairs	a) amount in excess of £2,500 in total during the period of insurance b) for loss or damage while the home is unoccupied
h. emergency access Damage caused by the emergency services or persons acting under their control in gaining access to the home as a result of concern for the welfare of the tenant(s) or to prevent further damage caused by an insured peril to the home	a) amount in excess of £5,000 in total during the period of insurance b) for loss or damage while the home is unoccupied

Section One (Buildings) Accidental Damage

What is covered	What is not covered
This extension covers	We will not pay for: <ul style="list-style-type: none"> • The policy excesses shown on your schedule • anything listed under general exclusions, or:
Accidental damage to the buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under Section One (Buildings) b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage to outbuildings and garages which are not of standard construction d) for the cost of general maintenance e) for damage caused by infestation, corrosion, damp, wet or dry mould or frost f) for damage arising from faulty design, specification, workmanship or materials g) for damage from mechanical or electrical faults or breakdown h) for damage caused by dryness, dampness, extremes of temperature or exposure to light i) for damage to permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks, piers, jetties, bridges and culverts j) for any damage caused by or contributed by or arising from any kind of pollution and/or contamination k) for loss or damage while the home is unoccupied

Buildings – Settling Claims

How **we** deal with **your claim**

1. If **your** claim for loss or damage is covered under Section One (Buildings), **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage, and
 - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form, and
 - the damage has been repaired or loss has been reinstated
2. **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.

Your sum insured

1. **We** will not reduce the sum insured under Section One (Buildings) after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. 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.

Limit of Insurance

We will not pay more than the sum insured for each **home** shown in the **schedule** less any applicable excess.

Section Two (Contents) Cover

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by:	We will not pay for: <ul style="list-style-type: none"> • The policy excesses shown on your schedule • anything listed under general exclusions, or:
1. fire, lightning, explosion or earthquake	the first £100 of every claim as shown on your schedule (increasing to £500 while the home is unoccupied)
2. aircraft and other flying objects or items dropped from them	
3. storm, flood or weight of snow	a) for property in the open b) for loss or damage while the home is unoccupied
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage while the home is unoccupied
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) for loss or damage while the home is unoccupied
6. theft or attempted theft	a) for loss or damage within the home unless caused by violent and forcible entry/exit or deception b) for loss or damage caused by any person lawfully allowed in the buildings in excess of £5,000. If you claim for such loss under Sections One (Buildings) and Section Two (Contents), we will not pay more than £5,000 in total c) any amount over £500 or 3% of the sum insured for contents whichever is the greater, within detached domestic outbuildings and garages d) for loss or damage while the home is unoccupied
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage caused unless loss or damage follows a violent or forcible entry or by deception b) for loss or damage in excess of £5,000 which you, your lodgers or tenants have caused, allowed, or not reported to the police. If you claim for such loss under Section One (Buildings) and Section Two (Contents), we will not pay more than £5,000 in total c) for loss or damage while the home is unoccupied
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law d) for loss or damage caused by coastal erosion e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for loss or damage which originates prior to inception of this cover g) for loss or damage caused by settlement
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the home

Section Two (Contents) Accidental Damage

The following applies only if the **schedule** shows that **Accidental Damage** to the **contents** is included.

What is covered	What is not covered
This extension covers	We will not pay for: <ul style="list-style-type: none">• The policy excesses shown on your schedule• anything listed under general exclusions, or:
Accidental damage to the contents	<ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under Section Two (Contents)b) for damage to contents within garages and outbuildingsc) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, or whilst being worked upond) for damage caused by chewing, tearing, scratching or fouling by animalse) for porcelain, china, glass and other brittle articlesf) for money, credit cards, documents and stampsg) for damage to contact, corneal or micro corneal lensesh) for damage caused by insect, vermin, infestation, corrosion, damp, wet or dry mould or frosti) for damage arising from faulty design, specification, workmanship or materialsj) for damage from mechanical or electrical faults or breakdownk) for damage caused by dryness, dampness, extremes of temperature or exposure to lightl) for any damage caused by or contributed by or arising from any kind of pollution and/or contaminationm) using the contents in a way which is different to the manufacturers instructionsn) information being erased or damaged on computer equipmento) for loss or damage while the home is unoccupied

Contents – Settling Claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option, make payment to **you** to pay for replacement, reinstatement or repair.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** 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.

Your sum insured

1. **We** will not reduce the sum insured under Section Two (Contents) after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under-insured, which means the cost of replacement, reinstatement or repair of the **contents** at the time of 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.

Limit of Insurance

We will not pay more than the sum insured for the **contents** of each **home** shown in the **schedule** less any applicable excess.

Section Three (Legal Liability to the Public)

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One (Buildings) or the **contents** are insured under Section Two (Contents) of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability is as owner of the **buildings** but not as owner of the **contents**
- if the **buildings** and **contents** are insured, **your** legal liability is as owner of the **buildings** and also as owner of the **contents**

We will indemnify you	We will not indemnify you for any liability for anything listed under general exclusions, or:
<p>As owner or occupier for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none">• bodily injury• damage to property caused by an accident happening at the home during the period of insurance.	<p>a) for bodily injury to:</p> <ol style="list-style-type: none">1. you2. any other permanent member of your home unless a signed and current lease agreement is in place3. any person who, at the time of sustaining such injury, is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>e) which you have assumed under contract and which would not otherwise have attached</p> <p>f) arising out of your ownership, possession or use of:</p> <ol style="list-style-type: none">1. any motorised or horse-drawn vehicle other than domestic gardening equipment used within the home2. any power-operated lift3. any aircraft or watercraft other than manually operated rowing boats, punts or canoes4. any animal other than cats, horses or dogs which are not designated under the Dangerous Dogs Act 1991 <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ol style="list-style-type: none">1. caused by sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the home named in the schedule2. reported to us not later than 30 days from the end of the period of insurance in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>h) arising out of your ownership, occupation, possession or use of any land or building that is not within the home</p>

Section Three (Legal Liability to the Public) Continued

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability is as owner of the **buildings** but not as owner of the **contents**
- if the **buildings** and **contents** are insured, **your** legal liability is as owner of the **buildings** and also as owner of the **contents**

We will indemnify you	We will not indemnify you for any liability for anything listed under general exclusions, or:
As owner or occupier for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none">• bodily injury• damage to property caused by an accident happening at the home during the period of insurance.	i) if you are entitled to indemnity under any other insurance including but not limited to any horse or travel insurance until such insurance(s) is exhausted j) arising out of any criminal or violent act to another person or property

Part B

We will indemnify you for	We will not indemnify you for anything listed under general exclusions, or:
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 home previously owned and occupied by you	a) for any liability if you are entitled to indemnity under other insurance b) for the cost of repairing any fault or alleged fault

Limit of Insurance applicable to Part A and Part B

We will not pay:

- in respect of pollution and/or contamination – more than £5,000,000 in total.
- in respect of other liability covered under Section Three – more than £5,000,000 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.

Endorsements

The following **endorsements** apply only if they are mentioned in the **schedule**.

01. Flat Roof Warranty

It is warranted that the flat roof area must be inspected every 5 years at **your** expense and any defect discovered immediately rectified. In the event of non-compliance **we** may not pay **your** claim in the event of storm damage.

02. Single Flat

In the event of loss or damage arising from the insured causes to the common parts of the **building** which the insured flat forms part of, **our** liability is limited to the percentage the said flat bears to the total number of flats forming the **building**. In any event **our** maximum liability is the sum insured stated.

03. Multi Property

It is hereby noted and agreed that the policy limits and excesses in this insurance apply to each **home** as if a separate policy wording were issued.

04. Flood Exclusion

This insurance does not cover loss or damage caused by **flood** other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in:

- Section One (Buildings), What is covered, item 3
- Section Two (Contents), What is covered, item 3

Cover for storm and weight of snow incidents will remain in force and be unaffected by this **endorsement**.

05. Subsidence, Heave or Landslip Exclusion

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in:

- Section One (Buildings), What is covered, item 9
- Section Two (Contents), What is covered, item 9

is not covered by this insurance.

06. Malicious Damage by Tenant Exclusion

It is hereby noted and agreed that cover under Section One (Buildings), and Section Two (Contents), what is not covered for item 8 (riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously) is amended to read:

What is not covered:

- a. for loss or damage unless caused by violent and/or forcible entry/exit or deception
- b. for loss or damage while the **home** is **unoccupied**

07. Theft or Attempted Theft by Tenant Exclusion

It is hereby noted and agreed that cover under Section One (Buildings), and Section Two (Contents), what is not covered for item 6 (theft or attempted theft) is amended to read:

What is not covered:

- a. for loss or damage unless caused by violent and/or forcible entry/exit or deception

All other items under item 6 (theft or attempted theft) – “What is not covered” remain unaltered

08. Increased Subsidence Excess Clause (£2,500)

It is hereby noted and agreed that the standard excess of £1,000 stated in **your schedule** is increased to £2,500 in respect of the following sections:

Section One (Buildings) item 9 “subsidence or heave of the site upon which the **buildings** stand or landslip” and

Section Two (Contents) item 9 “subsidence or heave of the site upon which the **buildings** stand or landslip”

09. Increase Escape of Water Excess

It is hereby noted and agreed that the compulsory policy excess as shown on **your** schedule relating to “escape of water” is increased to £400

10. Increase Malicious Damage by Tenant Excess

It is hereby noted and agreed that due to the tenancy type and/or number, the compulsory policy excess as shown on **your** schedule is increased to £1,000 in respect of what is covered Item 8, any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously and caused by a person lawfully allowed in **your buildings**

If you wish to make a claim, you may either contact us or your broker, who will notify us of your claim.

AmTrust Europe Claims Team
0115 934 9818
(9am-5pm Mon-Fri)