JUST LANDLORDS

UNOCCUPIED RESIDENTIAL PROPERTY POLICY WORDING

July 2021

Just Landlords, 30-34 Hounds Gate, Nottingham, NG1 7AB
Tel: 0808 168 9220

Just Landlords is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909

CONTENTS

Your Unoccupied Property Insurance policy	1
How to make a claim under this insurance	2
Definitions	4
Buildings section	6
Buildings section - Additional covers	8
Buildings section - Accidental damage	11
Contents section	13
Contents section - Accidental damage	14
Property owners liability	16
Legal liability as occupier	17
Accidents to domestic staff	18
General conditions	19
Exclusions	20
Cancelling this insurance	22
Financial Services Compensation Scheme (FSCS)	22
Our service commitment to you	23
Data protection	24
Property inspection record sheet	26

YOUR UNOCCUPIED PROPERTY INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule of cover** during the **period of insurance** for which **you** have paid, and **we** have accepted, **your** premium.

Please read all the documents carefully to make sure they meet **your** requirements.
This insurance is a contract between **you** and **us**, as named in the definitions on page 4. It has been issued in accordance with the authorisation granted to **Just Landlords** by **us** under the contract reference number shown in the **schedule of cover** and **we** have relied on the information **you** have given **us**.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance.
(*see important note below)

This policy wording, along with the **schedule of cover** and any endorsement(s) should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 19, 20 and 21. It is important that **you** read them carefully, as they apply at all times.

*** Important Notice -** Information **you** have given **us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information given to **us**, either orally, electronically or in writing, by **you** or anyone acting on **your** behalf. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A copy of the information provided to **us** is contained within the statement of fact attached to the **schedule of cover**.
If **you** agree that the information is correct then please sign and date the statement of fact and retain for **your** records. Should the information be incorrect or missing then please contact **Just Landlords** or **your** insurance broker as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by **us** or it may result in **us** being unable to continue this insurance and having to cancel this policy.
If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

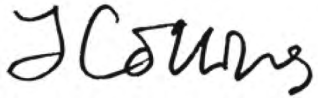
If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place;
- charge **you** more for the remainder of **your period of insurance** and reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition as set out in this policy.

Just Landlords will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of this insurance;
- require **you** to pay more for this insurance; or
- intend to cancel **your** policy.

Once again, I would like to thank you for purchasing and trusting **Just Landlords** with your Insurance needs.



James Collins
Managing Director, **Just Landlords**.

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance please contact the **Just Landlords** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on the **Just Landlords** website by submitting an electronic claim form or by downloading a claim form to email or post back to **Just Landlords**, they can also post one out to **you** if required.

Just Landlords Claims Department
30-34 Hounds Gate
Nottingham
NG1 7AB

Tel: **0808 168 9220 (including out of hours)**
Email: **claims@ justlandlords.co.uk**
Website: **www.justlandlords.co.uk**

At the time of making a claim, **we** will require **you** to provide:-
- The policy number stated on **your schedule of cover**;
- Details of the claim.

We may require **you** to provide:-
- Documentation to support **your** claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to **your** claim.

We may need to arrange an inspection of **your premises** by a loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily, this will be at **our** expense. **We** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim,

Your Duties

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

1) **you** must provide the Claims Department with any other information they require within 30 days of their request. **We** will only ask **you** for information in relation to **your** claim or **your** insurance policy.
2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
6) **you** must take all reasonable care to limit any loss, damage or injury.
7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
8) **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

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

you must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by **your** wilful act or connivance then:-
- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the insurance
- **we** may at **our** option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- **we** shall not return any premium
- **we** may inform the Police of the circumstances

DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage — physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury — physical injury including accidental death, disease or illness.

Buildings

- the main structure of the **property** and its permanently fitted fixtures and fittings
- its domestic outbuildings and private garage(s)
- tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lamp-posts and railings
- permanently installed swimming pools, hot tubs and Jacuzzis
- permanently fitted central heating/fuel tanks, septic tanks and cesspits
- permanently fitted **solar panels**
- permanently fitted flooring, but not carpets

All within the **premises** named in the **schedule of cover** which **you** own or for which **you** are legally liable.

Contents — household goods within the **premises**, which **you** own or are legally liable for:-

- radio and television aerials, satellite dishes, satellite television receiving equipment, their fitting and masts which are attached to the **property**
- items in outbuildings, garages or sheds, which are situated within the boundaries of the **premises**, up to £500 in total
- metered water or domestic oil in a fixed oil tank up to £1,000 which **you** have paid for and are legally liable for
- carpets but not permanently fitted flooring

Contents does NOT include:

- motor vehicles, caravans, aircraft, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**, decorations or permanent fixtures and fittings at the **property**
- any item(s) insured under any other insurance
- gold, silver, gold and silver plated articles, jade, jewellery, furs, objet d'art or fine art, unless agreed by **us** and shown in the **schedule of cover**.

Excess — the amount **you** will have to pay towards each separate claim.

Heave — upward and/or lateral movement of the site on which **your property** stands caused by swelling of the ground.

Just Landlords — the company who have been authorised by **us** under a delegated authority, to transact insurance business on their behalf. **Just Landlords** is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Company Number: SC108909.

Landslip — downward movement of sloping ground.

Period of insurance — the length of time for which this insurance is in force, as shown in the **schedule of cover**.

Premises — the risk address which is named in the **schedule of cover**.

Property	the private residential **premises** built of brick, stone or concrete and roofed with slates, tiles, metal, asbestos, asphalt or concrete, as shown in the **schedule of cover**.
Schedule of cover	the printed document containing details of **you**, **us**, the **premises**, the sums insured, the **period of insurance**, the **excess**, and any special terms which may apply.
Settlement	downward movement of the site on which **your property** stands as a result of soil being compressed by the weight of the **property** within ten years of construction.
Solar panels	photovoltaic modules, panels or systems professionally installed at the **property** for the purpose of generating an electrical supply.
Subsidence	downward movement of the site on which **your property** stands by a cause other than weight of the **property** itself.
Tenant(s)	any person(s) paying rent to **you** or who is/are allowed to occupy the **premises** as a guest(s), or any leaseholder that occupies the **premises** when **you** own the freehold.
Unoccupied	not having been lived in overnight or on a continual permanent basis.
White goods	fridges, freezers, cookers, ovens, microwaves, washing machines, tumble dryers and dish washers.
We/us/our	HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC and Covéa Insurance plc, they are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
You/your	the person(s) named in the **schedule of cover**.

BUILDINGS SECTION

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

We cover loss or damage directly caused by insured events 1 – 11 to the **buildings** at the **premises**.

INSURED EVENTS

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the **buildings** for loss or damage directly caused by:	**We** will not pay:
1. **Fire, lightning, earthquake or explosion**	
2. **Storm, flood or weight of snow**	a) for loss or damage caused by **subsidence**, **landslip** or **heave** other than as covered under Insured Event 11 of this section b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, Jacuzzis, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings c) for loss or damage caused by rising ground water levels d) for loss or damage caused by frost
3. **Escape of water from any fixed appliance, pipe or tank**	for loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless **you** have **accidental damage** cover)
4. **Escape of oil from any fixed appliance, pipe or tank**	
5. **Theft or attempted theft**	for loss or damage unless caused by forcible and/or violent entry to or exit from the **premises**
6. **Riot**	
7. **Malicious damage or terrorism**	
8. **Collision with the property by aircraft, animals or vehicles**	
9. **Falling trees or branches, lampposts or telegraph poles**	for loss or damage caused by trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**	for loss or damage to radio television aerials, satellite dishes, their fittings and masts

BUILDINGS SECTION (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the **buildings** for loss or damage directly caused by:	**We** will not pay:
11. **Subsidence, landslip or heave of the site on which the buildings stand**	a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, Jacuzzis, tennis courts, permanently fitted central heating/ fuel tanks, septic tanks or cesspits unless the main structure of the **premises** is also affected at the same time and by the same event b) for loss or damage caused by coastal or river erosion c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions d) for loss or damage caused by the normal bedding down, **settlement** or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or faulty workmanship e) 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 f) for loss or damage to solid floors unless the walls of the **property** are damaged at the same time and by the same event g) the first £1,000 of each claim, unless shown differently in the **schedule of cover**

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers:	**We** will not pay:
12. **Nest removal** the costs **you** are responsible to pay for professional contractors to trace and remove bird, animal and insect nests at the **premises**	a) any amount over £1,000 per incident b) for the removal of nests that existed before cover commenced
13. **Underground services** the cost of repairing **accidental damage** caused by external and visible means from a single identifiable event to: • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • blocked sewers including the cost of breaking into them and making necessary repairs • underground gas pipes • underground cables serving the **premises** and which **you** are legally liable for	a) for loss or damage to any land drainage pipe or the cost of cleaning any blocked drain, drainage or sewer pipe a) for damage to septic tank filters unless due to root infiltration
14. **Trace and Access** if the **buildings** are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation at the **property**, **we** will pay for the cost of removing and replacing any other parts of the **buildings** necessary to find and repair the source of the leak and making good	any amount over £25,000
15. **Additional expenses** any necessary expenses **you** may incur following loss or damage which is covered by an Insured Event for: • architects', surveyors', consulting/structural engineers and legal fees • the cost or removing debris, demolition, shoring or propping up and making the **premises** safe • the costs **you** have to pay in order to comply with any Government or local authority requirements	a) any expenses or fees 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

BUILDINGS SECTION (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers:	**We** will not pay:
16. **Landscaped gardens** the necessary costs **you** may incur for repairing or replacing the gardens at the **premises** back to their original condition following loss or damage which is covered by an Insured Event or damage caused by the Emergency Services attending the **premises**	any amount over £5,000 in total
17. **Fire extinguisher expenses** the necessary costs **you** may incur in replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks at the **premises** following loss or damage which is covered by an Insured Event	any amount over £5,000 in total
18. **Emergency access expenses** the necessary costs **you** may incur for repairing the **property** following damage caused to the **premises** by any of the Emergency Services in gaining entry to the **premises**	any amount over £5,000 in total
19. **Closed circuit television systems** the necessary costs **you** may incur in repairing or replacing closed circuit television systems at the **premises** following **accidental damage** or loss or damage covered under this section of the policy	any amount over £5,000 in total

BUILDINGS SECTION (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers:	**We** will not pay:
20. **Fly tipping** the necessary costs **you** have to pay for removing illegally dumped items from the **premises** and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the **premises**	a) any amount over £1,000 per incident b) for removing any items that were present before cover commenced
21. **Buyers benefit** anyone buying the **premises** will have the benefit of the **buildings** section of this insurance until the sale is completed or the insurance ends, whichever is sooner	if the **buildings** are insured under any other insurance
22. **Index linking** **your buildings** sum insured against inflation so **your buildings** sum insured will be indexed each month by **us** in line with The House Rebuilding Cost index issued by the Royal Institution of Chartered Surveyors **we** will not charge **you** any premium for this monthly increase, but at each renewal **we** will calculate the premium using the new sum insured for **your** added protection should the index fall **we** will not reduce the sum insured	

ACCIDENTAL DAMAGE COVER TO THE BUILDINGS

The following cover applies only if the **schedule of cover** shows that **accidental damage** to the **buildings** is included.

WHAT IS COVERED	WHAT IS NOT COVERED
This extension covers:	**We** will not pay:
Accidental damage to the buildings	a) for damage that **we** specifically exclude elsewhere under the **buildings** section b) for damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking c) for damage while the **premises** are being altered, refurbished or extended d) for damage to outbuildings or garages that are not built of brick, stone or concrete or roofed with slates, tiles, metal, asbestos, asphalt or concrete e) for damage arising from faulty design, specification, workmanship or materials f) for damage caused by mechanical or electrical faults or breakdown g) for damage caused by dryness, dampness, extremes of temperature or exposure to light h) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks i) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the **buildings** section **we** can choose to settle **your** claim by:
   - Repairing
   - Replacing
   - Reinstating
   - Payment

   But not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.

2. If **we** have agreed with **you** that the **buildings** will not be repaired, replaced or reinstated following loss or damage **we** will agree a cash settlement with **you** and may deduct an amount for wear and tear.

3. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.

Your sum insured

4. **We** will not reduce the sum insured under the **buildings** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

5. 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**, then **we** will only pay one half of the whole cost of **your** claim.

   This settlement basis applies to the whole of the **buildings** section.

CONTENTS SECTION

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

We cover loss or damage directly caused by insured events 1 – 11 to the **contents** at the **premises**.

INSURED EVENTS

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the contents for loss or damage directly caused by:	**We** will not pay:
1. **Fire, lightning, earthquake or explosion**	
2. **Storm, flood or weight of snow**	a) for loss or damage to **contents** in the open b) for loss or damage caused by rising ground water levels c) for loss or damage caused by frost
3. **Escape of water from any fixed appliance, pipe or tank**	for loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless **you** have chosen **accidental damage** cover)
4. **Escape of oil from any fixed appliance, pipe or tank**	
5. **Theft or attempted theft**	for loss or damage unless caused by forcible and/or violent entry to or exit from the **premises**
6. **Riot**	
7. **Malicious damage or terrorism**	
8. **Collision with the property by aircraft, animals or vehicles**	
9. **Falling trees or branches, lampposts or telegraph poles**	for loss or damage caused by trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**	
11. **Subsidence, landslip or heave of the site on which the buildings stand**	a) for loss or damage caused by coastal or river erosion b) for loss or damage whilst the **premises** are undergoing any structural repairs, alterations or extensions c) for loss or damage arising from defective design, faulty materials or faulty workmanship 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 following damage to solid floors unless the walls of the **property** are damaged at the same time and by the same event

ACCIDENTAL DAMAGE COVER TO THE CONTENTS

The following cover applies only if the **schedule of cover** shows that **accidental damage** to the **contents** is included.

WHAT IS COVERED	WHAT IS NOT COVERED
This extension covers:	**We** will not pay:
Accidental damage to the contents	a) for damage that **we** specifically exclude elsewhere under the **contents** section b) for damage to **contents** within garages and outbuildings c) for damage while the **premises** are being altered, refurbished or extended d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage arising from faulty design, specification, workmanship or materials f) for damage caused by mechanical or electrical faults or breakdown g) for damage caused by dryness, dampness, extremes of temperature or exposure to light h) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the **contents** section **we** can choose to settle **your** claim by:
   - Repairing
   - Replacing
   - Reinstating
   - Payment

   For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.

2. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.

3. Where **we** agree to make a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace using **our** preferred suppliers or contractors

Your sum insured

4. **We** will not reduce the sum insured under the **contents** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

5. If **you** are under insured, which means the cost of replacing the **contents**, as new, 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 the **contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.

   This settlement basis applies to the whole of the **contents** section.

PROPERTY OWNERS LIABILITY AND LEGAL LIABILITY AS OCCUPIER OR LANDLORD

This section of the policy works in the following way:

- If the **buildings** only or the **buildings** and **contents** are insured, **your** legal liability is covered under Property Owners Liability and Legal Liability as Occupier or Landlord below.
- If the **contents** only are insured, **your** legal liability is covered under Legal Liability as Occupier or Landlord below, or
- If the **contents** only are insured and **you** paid an additional premium to include Property Owners Liability and this is shown in the **schedule of cover**, **your** legal liability is covered under Property Owners Liability and Legal Liability as Occupier or Landlord below.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £5,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule of cover**.

WHAT IS COVERED	WHAT IS NOT COVERED
We will cover **you**:	**We** will not cover **you** for any liability:
Property Owners Liability for **your** legal liability as **property** owner for any amounts **you** become legally liable to pay as damages for: • **bodily injury** • damage to property caused by an accident happening at the **premises** during the **period of insurance** **Legal Liability as Occupier or Landlord** for **your** legal liability as a result of **your** actions if **you** are or had been the **property** occupier for any amounts **you** become legally liable to pay as damages for • **bodily injury** • damage to property caused by an accident happening in the **property** at the **premises** during the **period of insurance**	a) for **bodily injury** to: • **you** • any member of **your** family • any person who at the time of sustaining such **bodily injury** is engaged in **your** service or employed by **you** b) for **bodily injury** arising directly or indirectly from any communicable disease or condition c) arising out of any criminal or violent act to another person or property d) for damage to property owned by or in the charge or control of • **you** • any member of **your** family • any person engaged in **your** service or employed by **you** e) arising directly or indirectly out of any profession, occupation, business or employment, other than **your** direct liability as a landlord to **your tenant(s)** f) which **you** have assumed under contract and which would not otherwise have attached g) arising out of **your** ownership, possession or use of i) any motorised or horse drawn vehicle other than domestic gardening equipment used within the **premises** ii) any power-operated lift other than stair lifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

PROPERTY OWNERS LIABILITY AND LEGAL LIABILITY AS OCCUPIER OR LANDLORD
(continued)

WHAT IS COVERED	WHAT IS NOT COVERED
	We will not cover **you** for any liability:
	iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation h) arising from the Party Wall etc Act 1996 or any amending legislation i) in respect of any kind of pollution and/or contamination other than: • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirely at a specific moment of time at the **premises** during the **period of insurance**; and • is reported to **us** not later than 30 days from the end of the **period of insurance** j) arising out of **your** ownership, occupation, possession or use of any land or building/ structure that is not within the boundaries of the **premises** k) if **you** are entitled to indemnity under any other insurance until such insurance(s) is/are exhausted

IMPORTANT NOTICE

Dangerous Dogs Act 1991 - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Party Wall etc. Act 1996 - **The Party Wall etc. Act 1996 provides a framework for preventing or resolving disputes in relation to party walls, party structures, boundary walls and excavations near neighbouring buildings**. Anyone intending to carry out work (anywhere in England and Wales) of the kinds described in the Act must give Adjoining Owners notice of their intentions. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

ACCIDENTS TO DOMESTIC STAFF

This section of the policy works in the following way:

• If the **contents** are insured, **your** legal liability is covered below

The most **we** will pay for any one accident or series of accidents arising out of any one event is £10,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule of cover**.

WHAT IS COVERED	WHAT IS NOT COVERED
We will cover **you**:	**We** will not cover **you** for any liability:
for any amounts **you** become legally liable to pay for accidental **bodily injury** anywhere in the world to **your** domestic staff employed in connection with the **premises** during the **period of insurance**	a) for **bodily injury** arising directly or indirectly from any vehicle b) for **bodily injury** arising directly or indirectly from any communicable disease or condition c) for **bodily injury** arising directly or indirectly in connection with **your** profession, occupation, business or employment d) for **bodily injury** arising directly or indirectly in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance** e) for **bodily injury** arising directly or indirectly from any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

IMPORTANT NOTICE

Dangerous Dogs Act 1991 - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

GENERAL CONDITIONS, EXCLUSIONS AND CLAUSES WHICH APPLY TO THE WHOLE OF THIS INSURANCE POLICY

General Conditions

A) i) **you** must ensure that all protections provided for the security of the **premises**, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the **period of insurance**, and are in full and effective operation and use whenever the **premises** are **unoccupied**,

ii) where there is a statutory or regulatory requirement for the **premises** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,

if **you** fail to comply with any part of this condition **your** claim will be void and not paid.

B) **you** must ensure that the **premises** are adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,

if **you** fail to comply with this condition **your** claim will be void and not paid,

C) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **premises** in a good state of repair, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,

D) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, please refer to the **Just Landlords** website www.justlandlords.co.uk or the "How to make a claim under this insurance" section of this policy for more information regarding claims and **your** duties,

E) if any premium has not been paid by the payment due date at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid.

EXCLUSIONS

We will not cover:

A) 1) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-

i) ionising radiations or contamination by radioactivity 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) any loss or damage or liability directly or indirectly caused 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) loss or damage resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets,

D) loss or damage caused directly or indirectly to, by or from any felt roof at the **premises** unless the felt roof has been fully replaced or renewed in the last 12 years,

E) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,

F) any loss or damage occurring before cover commenced,

G) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**,

H) the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design, when damage occurs within a clearly identifiable area or to a specific part,

I) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,

J) any loss or damage caused by or in part through misuse, poor maintenance or wear and tear at the **premises**,

K) loss or damage caused by faulty workmanship, general maintenance or anything that happens gradually at the **premises**,

L) **Limited Cyber and Data Exclusion**

We will not pay for any:

(a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:

(i) the use of or inability to use any application, software, or programme;

(ii) any computer virus;

(iii) any computer related hoax relating to (a) (i) and/or (a) (ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

M) **Biological and chemical contamination exclusion clause**

We will not cover

1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2) Or 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, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

N) **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 but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

O) **Infectious or Contagious Disease Exclusion**

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

a) infectious or contagious disease;

b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

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

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying **Just Landlords**.

This insurance has a cooling off period of 14 days from either:

- The date **you** receive **your** insurance documentation, or
- The start of the **period of insurance**

whichever is the later, providing **you** have not made any claims **we** will refund the premium in full.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice. As long as no claims have been made or reported during the **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the **period of insurance**.

If however **you** elected to take a 3 or 6 month only policy no return of premium will be given.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis. **We** will only do this for a valid reason (examples of valid reasons are but not limited to):

- non payment of premium, including any direct debit or premium finance instalment;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language.

ADMINISTRATION CHARGES

Just Landlords charge an administration fee for arranging and amending policies. Information of these charges can be found within **our** Initial Disclosure Document at www.justlandlords.co.uk. However, no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We and **Just Landlords** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** or **Just Landlords** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **property** is situated, or, if the **property** is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **property** is situated, or, if the **property** is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

INSURER

This insurance policy is underwritten by a consortium of the following insurers, led by:

HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655).

Covéa Insurance plc. Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales Number 613259. Registered office: Norman Place, Reading, RG1 8DA.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing you with the highest standard of service.

If **you** have any questions or concerns about **your** policy, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Just Landlords**.

Just Landlords
30-34 Hounds Gate, Nottingham NG1 7AB

Tel: **0808 168 9220**
Email: enquiries@justlandlords.co.uk; **or** claims@justlandlords.co.uk; **or** complaints@justlandlords.co.uk

If **you** remain dissatisfied after **your** complaint has been considered or, in any event, after a period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone:

- 0800 023 4567 (calls to this number are free from "fixed lines" in the UK),
- or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK), or
- +44 (0)20 7964 0500 (if you are calling from outside the UK).

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

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR is: http://ec.europa.eu/odr.

This complaints procedure does not affect your right to take legal action.

DATA PROTECTION POLICY

Our Privacy Notice

Tokio Marine HCC respects **your** right to privacy. In **our** Privacy Policy (available at https://www.tmhcc.com/en/legal/privacy-policy) **we** explain who **we** are, how **we** collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights. If **you** have any questions or concerns about our use of **your** personal information, then please contact DPO@tmhcc.com.

We may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** may also collect **your** sensitive personal information such as data relating to **your** physical or mental health or condition. **We** need the personal or sensitive personal information to enter into and perform a contract with **you**. **We** retain personal information and sensitive personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

We may disclose **your** personal or sensitive personal information to:

- **our group companies**;
- **third party services providers and partners** who provide data processing services to **us** or who otherwise process personal information for purposes that are described in **our** Privacy Policy or notified to **you** when we collect **your** personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **our** legal rights, or (iii) to protect **your** interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that **we** inform the buyer it must use **your** personal information only for the purposes disclosed in **our** Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which **you** are resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that **we** collect and process about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on **you** and to make what is referred to as a **Data Subject Access Request ('DSAR')**. **You** are also entitled to request that **your** data be **corrected** in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on **your** rights is included in **our** Privacy Policy.

You can **opt-out of marketing communications we** send **you** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send **you**. Similarly, if **we** have collected and processed **your** personal or sensitive personal information with **your** consent, then **you** can **withdraw your consent** at any time. Withdrawing **your** consent will not affect the lawfulness of any processing **we** conducted prior to **your** withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the **right to complain to a data protection authority** about **our** collection and use of **your** personal information.

Just Landlords Short Form Privacy Notice

We (Just Landlords a trading name of Arthur J. Gallagher Insurance Brokers Limited) are the data controller of any personal data **you** provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.ajg.com/uk/privacy-policy/. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **your** data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, you shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.

PROPERTY INSPECTION RECORD SHEET

you may use this sheet to record inspections of the **property/ies**.

Date of inspection	**inspected by**	details of any works carried out to maintain the security at the property/ies

If further copies are required please photocopy this sheet and keep with the Policy documents

JUST LANDLORDS

Just Landlords
30-34 Hounds Gate, Nottingham, NG1 7AB
Tel: 0808 168 9220
www.justlandlords.co.uk

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