
Landlords Contents Policy

THE CERTIFICATE OF INSURANCE

This document and the schedule set out what is and what is not covered, together with the sums insured and any special terms that may apply. They both form the contract of insurance between you and us and should be read together.

Please check that they meet your needs and that you understand them.

We aim to provide a first-class service.

However, if you need to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Hansell Underwriters (UK) Limited

The address is:

**Hansell Underwriters (UK) Limited
Camden House
2 Camden Place
Preston
PR1 3JL**

Please include your certificate number, which is shown on the schedule.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at IGI Insurance Company Limited to review your case.

The address is:

**IGI Insurance Company
Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
England**

Registration No. 1229676

Tel: +44 (0)115 941 1022

Fax: +44 (0)115 941 1316

Email: nottingham@igi.co.uk

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

The address is:

**The Financial Ombudsman Service
South Quay Plaza II
183 Marsh Wall
London
E14 9SR**

(These procedures do not affect your right to take action if necessary.)

Financial Services Compensation Scheme (FSCS)

If IGI Insurance Company Limited is not able to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be met. You can get more information from us or the Financial Services Authority, or by visiting the FSCS website at www.fscs.org.uk.

IGI Insurance Company Limited is authorised and regulated by the Financial Services Authority.

The Contract of Insurance

This document, the schedule and any endorsement form a legally binding contract of insurance between you and us.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

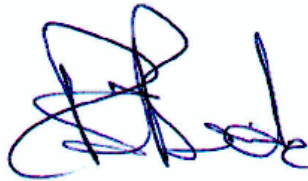
The insurance provided by this document covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance, has no right under the Contracts (rights of Third Party) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Signed for and on behalf of
Hansell Underwriters (UK) Limited

A handwritten signature in blue ink, appearing to be 'R. Brunswick', written over a horizontal line.

R. Brunswick
Underwriter

THE MEANING OF WORDS

Accidental damage

Loss or damage caused by violent external and visible means.

Business

Your ownership of, or the holder of a Lease on, the **Premises** shown in the **Schedule** and no other for the purpose of this **Policy**.

Certificate of Insurance/ Certificate

The document setting out the details of the contract of insurance between **You** and **Us**.

Contents

1. Household goods and furniture and furnishings
2. **Valuable property** up to 20% of the sum insured on **Contents** but not more than 5% for any one article, set or collection, unless specified
3. Pictures and paintings up to 20% of the sum insured on **Contents** but not more than 5% for any one picture or painting unless specified
4. Satellite dishes, radio and television aerials, fittings and masts, affixed to or in the **Home** which **You** own or are responsible for under a hiring or other legal agreement or have in **Your** custody which belong to others.

The following are NOT included as **Contents**:

1. Road vehicles or any other mechanically propelled or assisted vehicles (except domestic gardening equipment or pedestrian controlled models or pedestrian controlled toys)
2. Caravans, horse boxes, trailers, or trailer tents
3. Aircraft, hang-gliders or hovercraft
4. Jewelry, watches, pearls, gemstones, items of gold, silver or other precious metals, collections of stamps, coins or medals
5. Clothing including furs and footwear.
6. Musical instruments (excluding pianos)
7. Computer equipment
8. Boats, boards or any other craft or equipment designed for use on or in water or parts or accessories designed for or intended for use on or in any of them
9. Any living creature
10. Deeds, bonds, bills of exchange, securities, documents, manuscripts,
11. Property more specifically insured by another insurer or any amount that **You** cannot recover from a more specific insurance because the insurer refuses or reduces the claim or the sum insured is inadequate on a specified item.

Excess

The amount shown in **Your Certificate of Insurance** and/or **Your Certificate of Insurance Schedule** for which **You** will be responsible for each incident of **loss**.

Family

Your relatives who permanently reside with **You**.

Home

The private dwelling, garage and outbuildings being the subject of a tenancy agreement all at the situation of the **Premises** shown in the **Schedule** and used for domestic purposes.

Loss

Loss, destruction, damage.

Period of insurance

The period shown on **Your Schedule** or any further period for which **We** have accepted **Your** premium.

Policy

The document setting out the details of the contract of insurance between **You** and **Us**

Premises

The Buildings and the land within the boundary belonging to the property.

Schedule

The document that describes the details of **Your Certificate of Insurance** that are specific to **You**.

Set or Collection

Any accumulation of individual items of the same type, appearance or construction which have been purchased or acquired which form a set or collection. i.e. books, cd's, dvd's, records, etc

Tenant

The person/persons authorized by **You**, subject to an assured shorthold tenancy agreement, permanently living in the **Home**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

United Kingdom

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

Unoccupied

Not permanently lived in by **You** or a by a person authorised by **You**.

Value

The amount of money **You** would have received if selling the article or property undamaged.

We, Us or Our

The Underwriters shown on **Your Certificate** and/or **Schedule**.

You or Your

The person or persons shown in the **Schedule** as the Insured, **Your** legal personal representatives. Also **Your** managing agents and their employees arising from their management of the **Premises**.

CERTIFICATE OF INSURANCE CONDITIONS

These conditions control the operation of the Certificate of Insurance cover and claims procedures.

In the following conditions You also includes any other person insured under this Certificate of Insurance.

You should communicate with Us through the Schemes Manager.

1. Taking care

You will take all reasonable care to:

- a) protect the property insured
- b) prevent **loss**
- c) prevent accidents or injury.

2. Keeping Us informed

You must tell **Us** immediately if any of the information upon which this insurance is based alters. If in doubt about whether **You** should inform **Us** about any change in circumstances please tell **Us**. **You** will not be insured under this **Certificate of Insurance** until **We** have agreed in writing to accept any alteration.

3. Cancellation

We have the right to cancel this **Certificate of Insurance** or any section or parts of it by giving 14 days notice in writing by recorded delivery to **Your** last known address.

If **You** cancel this **Certificate of Insurance** **You** must give **Us** written instructions.

We shall return a proportionate part of the premium paid in respect of the unexpired term of this **Certificate of Insurance** unless the cancellation is effective in the first year or **You** have made a claim under the **Certificate of Insurance**.

4. Claims - Your duty

a) When **You** become aware of a claim under this **Certificate of Insurance** **You** must:

- i) In respect of any other claim advise **Us** as soon as reasonably possible but in any event within 14 days of the date **You** become aware of a possible claim,
- ii) give **Us** all the help and information that **We** may reasonably require.

b) **You** must not admit, deny, negotiate or settle a claim without **Our** written consent.

5. Claims - Our rights

a) If **You** make a claim under this **Certificate of Insurance** **We** have the right to the salvage of any insured property.

b) **We** are entitled to:

- i) take the benefit of **Your** right against another person before or after **We** have paid a claim
- ii) take over the defense or settlement of a claim against **You** by another person.

6. Other insurance

If at the time of a claim there is any other insurance covering anything insured by this **Certificate of Insurance** **We** will be liable only for **Our** proportionate share.

7. Arbitration

If **We** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** and in accordance with the law at the time.

You may not take legal action against **Us** over the dispute before the arbitrator has reached a decision.

8. False Claims

If **You** or anyone acting for **You** makes a claim under this **Certificate of Insurance** knowing the claim to be false in any respect, **We** will not pay the claim and all cover under this **Certificate of Insurance** ceases.

9. Governing Law

This insurance contract is to be governed solely in accordance with the relevant laws of the **United Kingdom**, relating to **Your** postal address as shown in the **Schedule**. If there is a dispute as to which law applies it shall be English Law.

CERTIFICATE OF INSURANCE EXCEPTIONS

These are events, liabilities or property We do not cover under this Certificate of Insurance.

Other Exceptions are shown under “Meaning of words” and “What is NOT insured” forming part of the sections to which they apply.

In the following exceptions “You” also includes any other person insured under this Certificate of Insurance.

1. Events before the Certificate of Insurance starts

Any accident, injury, **loss**, damage or liability occurring before the cover under this **Certificate of Insurance** started.

2. Deliberate acts

Any accident, injury, **loss** or damage caused deliberately, maliciously or wilfully by:

- a) **You**
- b) a member of **Your Family**

3. Reduction in Value

Any reduction in **Value** of the property insured following repairs or replacement paid for under this **Certificate of Insurance**.

4. Deception

Any **loss** or damage caused by deception other than entry to the **Home**.

5. Matching of items

Any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the **loss** or damage is restricted to a clearly identifiable area or to a specific part and replacement cannot be matched.

6. Confiscation

Any **loss** or damage caused by confiscation, detention or seizure by:

- a) customs, police or other officials
- b) order of any court of law
- c) any statutory or regulatory authority.

7. Gradually operating causes

Any **loss** or damage arising from gradually operating causes including deterioration, wear and tear, corrosion atmospheric or climatic conditions, moth, vermin, infestation, fungus, mildew, rot or similar causes: but does not exclude any subsequent **loss** resulting from an ensuing event which is not otherwise excluded.

8. Communicable diseases

Any liability arising directly or indirectly from the transmission of

- a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
- b) any communicable disease by **You** or a member of **Your Family**.

9. War risks

Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.

10. Sonic booms

Any **loss** or damage arising directly from pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

11. Radioactive contamination

Any expense, consequential **loss**, legal liability or **loss** of or damage to any property directly or indirectly arising from:

- c) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

12. Date change

Any **loss** caused by or liability arising from any computer or electrical or electronic equipment not being able to recognise or process any date as the true calendar date. Subsequent **loss** which is otherwise covered by this insurance is not affected by this exception.

13. Electronic Data Exclusion Clause

This insurance does not cover **Loss**, damage or any legal liability directly, or indirectly arising from computer viruses, erasure, or corruption of electronic data, or from the failure of any equipment to correctly recognise the date, or change of date.

14. Terrorism

It is agreed that, regardless of any contributory causes, this **Certificate** does not cover any **Loss**, damage, cost or expense directly, or indirectly arising out of biological, nuclear or chemical contamination due to any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force, or violence and/or the threat thereof, of any person, or group or group's of persons, whether acting alone, or on behalf of or in connection with any organisation, or on behalf of, a government or governments, committed for political, religious, ideological, or ethnic purposes, or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

For the purpose of this exclusion "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical, nuclear and/or biological substances.

If **We** allege that by reason of this exclusion, any **Loss**, damage, cost, or expense is not covered by this **Certificate** the burden of proving the contrary shall be upon **You**.

MAKING A CLAIM

If **You** wish to make a claim please follow the following guidelines:-

- A) Check that the claim is covered by **Your Certificate**. Each section of the **Certificate** tells **You** what is and what is not covered.
- B) Contact the Schemes Manager, General & Commercial Global Services Limited (Claims Department) 11 Black Lion Street, Brighton, Sussex. BN1 1ND for a Claim form. **We** may need to arrange an inspection of **Your** property by an independent **Loss Adjuster** who specialises in dealing with insurance claims; **We** will pay the fee.
- C) **We** may settle **Your** claim from the information provided on **Your** claim form, but **We** may require further information or ask **You** to furnish documentary evidence to support **Your** claim.

SECTION A - CONTENTS

Words with special meanings are defined in pages 4 and 5.

The Cover

What is insured

The **Contents** are insured while in the **Home** against **loss** or damage caused by the perils specified in events 1 & 2.

EVENTS INSURED

1. Ceramic hobs or tops and glass

Accidental breakage while in the **Home** of:

- a) ceramic hobs or tops in free-standing cookers
- b) glass tops to furniture and fixed glass in furniture
- c) fixed mirrors.

2. Accidental Damage

The **Contents** are insured while in the **Home** against any **Accidental Damage** in addition to event 1 of this section.

The most that **We** will pay for **Accidental Damage** to televisions, radio receiving equipment, audio & video equipment, is 20% of the sum insured on contents in any one **Period of Insurance**

What is NOT insured

Any property shown as not included under “Meaning of words” on pages 4 and 5.

The events, liabilities or property detailed in the **Certificate of Insurance** Exceptions on pages 8.

EXCLUSIONS

This Certificate does not cover **loss** or damage

1. while the **Home** is **Unfurnished** or **Unoccupied** or more than 30 consecutive days

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- i. any incident or amount shown as not insured under event 1 of this section.
- ii. to clothing(including furs), contact lenses, money, stamps, coins or medals, plants food or drink
- iii. caused by or arising from; insects, parasites, vermin, fungus, mildew, atmospheric or climatic conditions, frost, alteration, repair, maintenance, decoration, restoration, dismantling, renovation, breakdown, cleaning, drying, dyeing, washing, heating or faulty design, workmanship or materials
- iv. arising from demolition, structural alteration, structural repair or movement, settlement or shrinkage of the **Building**

SECTION A – CONTENTS Continued...

Settling Claims

1. **We** will pay the full cost incurred by **You**, with **Our** consent, of replacement as new or repair of the **Contents** lost or damaged or at **Our** option **We** will replace the **Contents** as new or arrange for the repair work to be carried out. However, **We** will take off an amount for wear and tear if at the time of the loss or damage the sum insured does not represent the full cost of replacement of the **Contents** as new or the age of such item is greater than three years.
2. If the damage can be repaired but the repair is not carried out **We** will pay the reduction in the **Value** of the item resulting from the damage but not exceeding the estimated cost of repair.
3. If an item has been totally lost or damaged beyond repair and is not replaced **We** will pay its **Value** at the time of loss or damage.
4. **We** will not pay any amount shown as not insured under this section.
5. **We** will automatically reinstate the sum insured from the date of payment of any claim unless **We** have given **You** written notice to the contrary before payment.

Index-linking

1. **We** will automatically adjust the sum insured in line with changes in the Consumer Durables Section of the Retail Price Index or other appropriate Index.
2. **We** will not charge extra premium during the **Period of insurance** but at the end of the period **We** will work out the renewal premium on the revised sum insured.