



Buildings & Contents Insurance for Landlords

Customer Services Helpline 0845 519 4960
Claims Helpline 0845 519 4972

Introduction

This is **your** landlords household insurance **policy** document. This **policy**, **your schedule** and any **endorsements** applying to **your policy** make up **your** insurance documents. **You** should keep these documents in a safe place.

Please ensure that:

- **You** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**.
- **You** understand what each section covers and the restrictions and exclusions.
- **You** are clear of what **your** responsibilities are under the **policy** as a whole.

The insurance **administrator** is 3XD Limited who administer **your policy** on behalf of Catlin Insurance Company (UK) Ltd. Please contact the **administrator** immediately if **you** have any queries about any aspect of the **policy**.

This **policy** is a legally binding contract of insurance between **you** and **us**. This 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.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the **proposal**.

The insurance relates only to those sections of the **policy** that are shown on the **schedule** as being included.

Important Numbers

If **you** need any more information about any aspect of this **policy** please call:

- 0845 519 4960 for cover queries
- 0845 519 4972 for claim queries

The lines are open 9am to 6pm, Monday to Friday with emergency assistance for claims queries available 24 hours a day.

Definitions

Throughout this **policy** there are special words shown in **bold type**. Wherever **we** use these words in this **policy** they will always have the following meanings:

| | |
|----------------------------|---|
| Administrator | 3XD Limited. |
| Buildings | The insured property and its decorations, fixtures and fittings attached to the insured property, sanitary ware , fixed glass including double glazing, permanently installed swimming pools, hard tennis courts, drives, patios and terraces, walls, gates, hedges and fences, fixed domestic water installations, septic tanks, pipes, cables and fixed domestic central heating oil tanks. |
| Contents | <p>Domestic furniture and furnishings which are in the insured property including televisions, satellite decoders, audio and video equipment, radios, fridges, freezers, washing machines, tumble dryers, dishwashers, microwaves, cookers and telephones that belong to you or for which you are legally responsible.</p> <p>Contents does not include</p> <ul style="list-style-type: none">• motor vehicles (other than domestic garden machinery or wheelchairs), caravans, trailers, watercraft or their accessories;• any living creature;• mobile telephones;• any money, stamps, securities or documents;• any valuables;• any part of the buildings;• any item used for your trade or profession except in conjunction with you owning the insured property; or• any item insured under any other insurance policy. |
| Endorsement | A change in the terms and conditions of the policy as shown on your schedule . |
| Excess | The amount payable by you as the first part of each separate claim under the policy . |
| Insured Property | Your private dwelling of standard construction , any associated domestic outbuilding and garages at the risk address shown on your schedule . |
| Money | Current legal tender, cheques, postal orders, money orders, postage stamps not forming part of a stamp collection, savings stamps, saving certificates, travellers cheques, travel tickets, premium bonds, luncheon vouchers, gift tokens and phone cards which belong to you and are not used for business purposes. |
| Multiple Occupancy | The insured property is let under more than one tenancy agreement. |
| Period of Insurance | The time for which this insurance is in force as shown on your schedule . |
| Policy | The statement of cover provided in this document, your schedule and any endorsements . |
| Premium | The monthly amount you pay for your cover under the policy . |

| | |
|------------------------------|--|
| Proposal | The application form you completed and any other information you have given to us including information provided in writing, verbally or electronically. |
| Sanitary Ware | Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels. |
| Schedule | The document we send you that confirms your details, details of the insured property and the type of cover you have selected under the policy . |
| Standard Construction | Built of brick, stone or concrete with a tile, slate, asphalt, metal or concrete roof (with no more than 25% of the total roof area being flat). |
| Start Date | The date on which your insurance commences as shown on your schedule . |
| Sum Insured | The most we will pay for any number of claims caused by one incident as shown on your schedule . |
| Tenant | An occupier of the insured property who rents the property for residential purposes. This does not include: <ul style="list-style-type: none"> • any person(s) seeking asylum in the United Kingdom; • any students; • any person(s) paying rent through an arrangement with the Benefits Agency; or • any multiple occupancy arrangements. |
| Terrorism | Any act(s) of any person(s) or organisation(s) involving: <ul style="list-style-type: none"> • the causing, occasioning or threatening of harm of whatever nature and by whatever means; or • 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. |
| United Kingdom | England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands. |
| Unoccupied | Not lived in lawfully by a tenant . |
| Valuables | Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs which belong to you or for which you are legally responsible. |
| You | The person or persons named on the schedule . |
| Your | Belonging to you or for which you are responsible. |
| We/Us/Our | Catlin Insurance Company (UK) Ltd. |

Buildings Cover

Your schedule will show whether this section applies.

The **sum insured** for **buildings** is shown on **your schedule**.

| What is covered: | | What is not covered: |
|------------------|---|--|
| 1. | Loss or damage to your buildings caused by any of the following events: | |
| (a) | Fire, smoke, explosion, lightning and earthquake. | The excess as shown on your schedule . |
| (b) | Storm, hail or weight of snow. | The excess as shown on your schedule . Loss or damage caused by frost. Loss or damage to central heating oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, fences, hedges and gates. |
| (c) | Flood | The excess as shown on your schedule . Loss or damage to central heating oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, fences, hedges and gates. Loss or damage caused by subsidence, heave or landslip. Loss or damage caused by rising ground water levels. |
| (d) | Escape of water from and frost damage to washing machines, dishwashers, fixed water tanks, apparatus and pipes. | The excess as shown on your schedule . Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. Loss or damage caused by subsidence, heave or landslip. Loss or damage to the appliance from which the water escapes. |
| (e) | Escape of oil from a fixed domestic central heating oil tank. | The excess as shown on your schedule . Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. Loss or damage to the appliance from which the oil escapes. |

| What is covered: | | What is not covered: |
|------------------|--|---|
| (f) | Theft or attempted theft. | <p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of the insured property.</p> <p>Loss or damage caused by a tenant who has been evicted.</p> <p>Any theft or attempted theft that does not involve forcible or violent entry or exit from the insured property.</p> |
| (g) | Collision or impact by any vehicle or animal. | <p>The excess as shown on your schedule.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by insects, vermin, birds or pets.</p> |
| (h) | Collision by aircraft and other flying devices or items dropped from them. | <p>The excess as shown on your schedule.</p> |
| (i) | Falling trees, branches, telegraph poles or lamp posts. | <p>The excess as shown on your schedule.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by felling or lopping of trees or branches.</p> <p>The cost of removal of trees, branches, telegraph poles or lamp posts unless the buildings have been damaged by the fall.</p> |
| (j) | Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts. | <p>The excess as shown on your schedule.</p> <p>Loss or damage to the radio and television aerials, fixed satellite dishes, their fittings and masts themselves.</p> |
| (k) | Riot, violent disorder, civil commotion, labour and political disturbances or strikes. | <p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days.</p> |

| What is covered: | | What is not covered: |
|------------------|---|---|
| (l) | Malicious damage or vandalism. | <p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days.</p> <p>Loss or damage caused by anyone lawfully in or within the grounds of the insured property.</p> <p>Loss or damage caused by a tenant who has been evicted.</p> |
| (m) | Subsidence or heave of the site upon which the insured property stands or landslip. | <p>The excess of £1,000.</p> <p>Loss or damage to domestic fixed fuel central heating oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the insured property is damaged at the same time and by the same cause.</p> <p>Loss or damage to solid floors unless the walls of the insured property are damaged at the same time and by the same cause.</p> <p>Loss or damage arising from faulty workmanship or use of defective materials.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage caused while the buildings are undergoing any structural repairs, alterations or extensions.</p> <p>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.</p> |
| 2. | <p>Expenses in restoring the damage to your buildings which we have agreed in writing for:</p> <ul style="list-style-type: none"> • architects, surveyors, consulting engineers and legal fees; • clearing debris, propping up, demolishing buildings or making them safe; and • complying with Government or local authority requirements. | <p>Fees for preparing any claim.</p> <p>Any costs of complying with government or local authority requirements that have been served on you before the loss or damage.</p> |

| What is covered: | What is not covered: |
|--|---|
| <p>3. Any loss of rent due to you which you are unable to recover or the necessary cost of alternative accommodation for your tenants (substantially the same as the existing accommodation), which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under the buildings section.</p> | <p>Any amount more than 20% of the buildings sum insured.</p> <p>Any loss of rent or accommodation expense after the insured property is restored to its normal condition.</p> <p>Any loss of rent for a period where there is no contracted tenancy agreement in force.</p> <p>Any rent the tenant has not paid.</p> <p>Any loss of rent arising from the tenant leaving the insured property without giving you notice.</p> <p>Any loss of rent in respect of any insured property that was unoccupied immediately before the occurrence of the insured peril giving rise to a claim.</p> <p>Any letting or managing agents share of the rent unless agreed by us and you are legally liable to pay their proportion under contract</p> |
| <p>4. The cost of repairing accidental damage to fixed glass and double glazing (including the cost of replacing frames), solar panels and ceramic hobs, which form part of the buildings.</p> | <p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after the insured property has been left unoccupied for more than 30 consecutive days.</p> |
| <p>5. The cost of repairing accidental damage to underground drains, pipes, sewer pipes, cables and tanks providing service to and from the insured property and for which you are responsible.</p> <p>The cost of breaking and repairing a pipe between the insured property and the main sewer if normal methods of releasing a blockage are unsuccessful.</p> | <p>The excess as shown on your schedule.</p> <p>Damage caused by rust, corrosion or other wear and tear.</p> <p>Damage due to fault or limit of design, manufacture, construction or installation.</p> |
| <p>6. Increased domestic metered water charges you or your tenants have to pay following an escape of water which gives rise to an accepted under section 1 (c) of your buildings cover.</p> | <p>More than £1,500 in any one period of insurance. If you claim under both the buildings and contents sections of your policy, we will not pay more than £1,500 in total.</p> |
| <p>7. The cost of tracing the source of any escape of water or oil from fixed water tanks or pipes or domestic oil fired central heating installation, which you are legally responsible for.</p> | <p>More than £5,000 in any one period of insurance.</p> |
| <p>8. Any purchaser of the insured property will have the benefit of the buildings section of your policy between exchange of contracts and completion of the sale of the insured property, subject to the normal restrictions shown in the policy.</p> | <p>Any loss or damage insured under another insurance policy.</p> |

Contents Cover

Your schedule will show whether this section applies.

The **sum insured** for **contents** is shown on **your schedule**.

The most **you** can claim for any individual item is £5,000 unless the item is specified on **your schedule**. **We** may require a receipt, original valuation or proof of purchase for any item that exceeds £500 in value in the event of a claim.

| What is covered: | | What is not covered: |
|------------------|--|---|
| 1. | Loss or damage to your contents caused by any of the following events: | |
| (a) | Fire, smoke, explosion, lightning and earthquake. | The excess as shown on your schedule . |
| (b) | Storm, hail or weight of snow. | The excess as shown on your schedule . Loss or damage to property left in the open. |
| (c) | Flood | The excess as shown on your schedule . Loss or damage to property left in the open. |
| (d) | Escape of water from washing machines, dishwashers, fixed water tanks, apparatus or pipes. | The excess as shown on your schedule . Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. Loss or damage to the appliance from which the water escapes. |
| (e) | Escape of oil from a domestic fixed oil-fired central heating installation. | The excess as shown on your schedule . Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. Loss or damage to the appliance from which the oil escapes. |
| (f) | Theft or attempted theft. | The excess as shown on your schedule . More than £500 for items that are in a garage or outbuilding. Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. Loss or damage caused by anyone lawfully in or within the grounds of the insured property . Loss or damage caused by a tenant who has been evicted. Any theft or attempted theft that does not involve forcible or violent entry or exit from the insured property . |
| (g) | Collision by any vehicle or animal. | The excess as shown on your schedule . Loss or damage caused by insects, vermin, birds or pets. |

| What is covered: | | What is not covered: |
|------------------|--|---|
| (h) | Collision by aircraft and other flying devices or items dropped from them. | The excess as shown on your schedule . |
| (i) | Falling trees, branches, aerials, aerial fittings, telegraph poles or lamp posts. | The excess as shown on your schedule . Loss or damage caused by felling or lopping of trees or branches. |
| (j) | Riot, violent disorder, civil commotion, labour and political disturbances or strikes. | The excess as shown on your schedule . Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. |
| (k) | Malicious damage or vandalism. | The excess as shown on your schedule . Loss or damage occurring after the insured property has been left unoccupied for more than 60 consecutive days. Loss or damage caused by anyone lawfully in or within the grounds of the insured property . Loss or damage caused by a tenant who has been evicted. |
| (l) | Subsidence or heave of the site upon which the insured property stands or landslip. | The excess as shown on your schedule . Loss or damage resulting from the movement of solid floors unless the walls of the insured property are damaged at the same time and by the same cause. Loss or damage caused by faulty workmanship or use of defective materials. Loss or damage caused by coastal or river erosion. Loss or damage caused while the buildings are undergoing any structural repairs, alterations or extensions. Loss or damage that but for the existence of this insurance would be covered under any contract or a guarantee or by law. |

| What is covered: | What is not covered: |
|---|--|
| <p>2. Any loss of rent due to you which you are unable to recover or the necessary cost of alternative accommodation for your tenants (substantially the same as the existing accommodation), which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under the buildings section.</p> | <p>Any amount more than 20% of the contents sum insured.</p> <p>Any loss of rent or accommodation expense after the insured property is restored to its normal condition.</p> <p>Any loss of rent for a period where there is no contracted tenancy agreement in force.</p> <p>Any rent the tenant has not paid.</p> <p>Any loss of rent arising from the tenant leaving the insured property without giving you notice.</p> <p>Any loss of rent in respect of any insured property that was unoccupied immediately before the occurrence of the insured peril giving rise to a claim.</p> <p>Any letting or managing agents share of the rent unless agreed by us and you are legally liable to pay their proportion under contract</p> |
| <p>3. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an accepted under section 1 (c) of your contents cover.</p> | <p>More than £1,500 in any one period of insurance. If you claim under both the buildings and contents sections of your policy, we will not pay more than £1,500 in total.</p> |

Property Owners Liability

This section applies if **your schedule** shows **you** have elected to take **buildings** and/or **contents** cover.

The limit of indemnity for liability is £2,000,000 for any claim or series of claims from one incident plus any costs and expenses **we** have agreed in writing.

| What is covered: | What is not covered: |
|---|---|
| <p>1. Any amounts which you (or your personal representatives in the event of your death) become legally liable to pay for liability arising out of the ownership of the insured property from</p> <ul style="list-style-type: none">• bodily injury; or• damage to property; <p>caused by an accident happening at the insured property during the period of insurance.</p> | <p>Any bodily injury to you.</p> <p>Any damage to property owned or in the charge or control of you.</p> <p>Any agreement or contract made by you unless you would have been legally liable anyway.</p> <p>Any liability arising from any trade or business activity other than your ownership of the insured property.</p> <p>Any liability arising from your ownership of any other property or land other than the insured property.</p> <p>Any liability to your employees.</p> <p>Any liability arising out of any work in the insured property by your employees.</p> <p>Any liability arising from owning lifts (excluding stair lifts) or any vehicles.</p> <p>Any liability arising out of any criminal or violent acts to another person or property.</p> <p>Any liability covered by another insurance policy.</p> <p>Any fines, penalties or liquidated damages.</p> |
| <p>2. Any amounts 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 for bodily injury or damage of property arising from a defect in the insured property.</p> | <p>Any liability you can recover from any other insurance.</p> <p>The cost of repairing any fault or alleged fault.</p> <p>Liability arising more than seven years after the expiry or cancellation of the policy.</p> |
| <p>3. Any solicitors fees incurred by you and arising from a claim under this section for:</p> <ul style="list-style-type: none">• representation at any coroners inquest or fatal accident enquiry; and• defence in any court of summary jurisdiction arising out of any possible claim. | <p>Any inquest, enquiry or court action occurring outside the United Kingdom.</p> |

General Conditions

These conditions apply to all sections of the **policy**.

- **You** must complete **your proposal** for the **policy** truthfully.
- **You** must take all reasonable steps to prevent loss, damage or accident and must keep the **insured property** in a good state of repair.
- **You** must comply with any relevant laws about renting the **insured property** including, but not limited to, gas and electrical safety checks.
- **You** must tell the **administrator** immediately if **you**
 - rent out the **insured property** to any person(s) seeking asylum in the **United Kingdom**, any students, any person(s) paying rent through an arrangement with the Benefits Agency or rent the property under a **multiple occupancy** arrangement.
 - leave the **insured property** without an occupant for more than 60 consecutive days; or
 - change any information given to **us** at the time of quotation.

When **we** receive this notice **we** will have the option to change the premium, terms or conditions of the **policy**.

- **You** must notify the **administrator** immediately if **you** are convicted of any criminal offence.
- **You** must notify the **administrator** before **you** start any conversions, extensions or structural works to the **insured property**. **We** reserve the right to add special conditions to **your** cover at this time.
- **You** must notify **us** of any new item that should be specified immediately.
- **We** are not liable to pay any claim under the **policy** unless **you** have done everything that is required by the terms of the **policy**.
- The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **insured property** provided they were unaware of such action. The bank or building society must notify **us** in writing when they become aware of any increased risk. In this event **we** may increase **your premium**.
- All matters in respect of the **policy**, including the handling of claims, are handled on **our** behalf by the **administrator**.
- If at any time any provision or part of the **policy** becomes invalid, illegal or unenforceable the remaining parts and provisions continue in full force and effect.

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

All **premium** payments received by the **administrator** are deemed to have been received by **us**.

General Exclusions

These exclusions apply to all sections of the **policy**.

| What is not covered: | |
|----------------------|---|
| 1. | <p>Aircraft Pressure Waves Clause:</p> <p>The policy does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p> |
| 2. | <p>Biological, Chemical or Nuclear Contamination Exclusion Clause:</p> <p>This insurance will not pay for:</p> <ul style="list-style-type: none">• Loss, damage, cost or expense of whatever nature arising directly or indirectly from; or• any legal liability of whatsoever nature; or• death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological, Chemical or Nuclear contamination due to or arising from:<ul style="list-style-type: none">• terrorism; and/or• steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism. |
| 3. | <p>Confiscation and/or Holding Clause:</p> <p>The policy does not cover you for Customs or other government or local authority officials legally taking and holding or keeping your property.</p> |
| 4. | <p>Contracts (Rights of Third Parties) Act 1999 Clarification Clause:</p> <p>A person who is not party to the policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.</p> |
| 5. | <p>Deception:</p> <p>We will not pay for any loss suffered by you due to any person obtaining property by deception.</p> |
| 6. | <p>Electrical Data Exclusion Clause:</p> <p>We will not pay for</p> <ul style="list-style-type: none">• loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from; or• any legal liability of whatsoever nature; <p>directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none">• computer viruses, erasure or corruption of electronic data; or• the failure of any equipment to correctly recognise the date or change of date. <p>For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.</p> |
| 7. | <p>Reasonable Tenant Behaviour:</p> <p>Any Damage caused by any heating appliance other than ducted warm air or water filled radiators, directly fired fixed heating system, electric wall mounted or storage heater.</p> <p>Any Damage caused by cooking in rooms other than rooms that are fitted and designed as kitchens.</p> <p>Any Damage caused by domestic pets, insects or vermin.</p> |

| What is not covered: | |
|----------------------|--|
| 8. | <p>Existing and Deliberate Damage Clause:</p> <p>We will not pay for loss or damage</p> <ul style="list-style-type: none"> occurring before the start date or arising from an event before the start date; or caused deliberately by you. |
| 9. | <p>Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause:</p> <p>We will not pay for:</p> <p>(a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or</p> <p>(b) any legal liability of whatsoever nature</p> <p>directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof. |
| 10. | <p>Loss of Value Clause:</p> <p>The policy does not cover you for direct or indirect loss or damage to any property or any legal liability, caused by or contributed to, or arising from the loss of value following a claim payment.</p> |
| 11. | <p>Pollution & Contamination Clause:</p> <p>This policy does not cover you for loss or destruction of, or damage to any property, or death or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.</p> <p>All pollution and contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.</p> |
| 12. | <p>War Exclusion:</p> <p>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 is 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.</p> |
| 13. | <p>Wear and Tear Clause:</p> <p>We will not pay for damage caused by wear and tear, depreciation or any other gradually operating cause.</p> |
| 14. | <p>Indirect Loss or Damage:</p> <p>We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, unless expressly stated in this insurance.</p> |

Making A Claim

If **you** need to make a claim please telephone **us** on 0845 519 4972. **You** will be required to complete a claim form giving **us** full details of what has happened within 30 days and provide any other information or documentation **we** may require.

If there has been any malicious damage, violent disorder, riots or civil commotion, theft, attempted theft or lost property **you** must inform the police immediately and obtain an incident number.

You must forward **us** within 3 days any letter, claim, writ, summons or legal document **you** receive if a claim for liability is made against **you**.

How We Settle Claims

If **you** make a claim for loss or damage under the **buildings** aspect of **your policy**, **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. If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

All **building** repairs that are carried out by **our** approved contractors under the **buildings** section of the **policy** are guaranteed for 12 months in respect of quality of workmanship.

Where property has been lost or stolen **we** will replace this with the closest possible match where possible. If property has been damaged this will normally be repaired. If a repair is not possible **we** will replace this with the closest possible match where possible.

Where **we** agree to replace property **we** will pay the supplier of the property directly.

Where **we** agree to make a cash payment the sum payable reflects the costs of replacing the lost or damaged property and will reflect any discount **we** would have received if **we** had replaced the property.

If a lost or damaged item matches others in the **insured property** **we** will only pay for the lost or damaged item or area. **We** will not replace undamaged items in the set or suite. If carpeting is damaged beyond repair **we** will only replace carpet in the damaged area and not in adjoining rooms.

If **you** claim under the **policy** for an item covered by another insurance policy **we** will only pay **our** share of the claim.

Underinsurance

The **sum insured** for **buildings** should reflect the full cost of replacing the **buildings** and the **sum insured** for **contents** should reflect the full cost of replacing **your contents** as new. If this is not the case then **you** will have to pay a share of the claim, for example if the **sum insured** only covers three quarters of the full cost, **we** will only pay three quarters of the claim.

Special Claim Conditions

The following conditions apply to all claims:

- **We** need **your** assistance to assess **your** claim and **you** should provide **us** all information **we** reasonably require. If **you** do not, **we** reserve the right to deny **your** claim if **our** ability to assess **your** claim has been prejudiced as a result.
- **We** control the claim and **you** should not admit, deny, negotiate or settle a claim without **our** consent.
- **You** may make temporary emergency repairs to prevent further damage.

- **We** have the right to enter a building affected by the claim and take possession of any insured property but **you** may not abandon the property to **us**.
- **We** may take complete control of any proceedings in **your** name and on **your** behalf.
- **We** may take proceedings against any other person in **your** name to recover any payment **we** have made under the **policy** at **our** expense.
- **You** must not dispose of any damaged items without **our** consent.
- If **you** are unable to provide proof of purchase or ownership **we** may pay a reduced amount.
- **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
- If there has been a theft **you** must take any reasonable extra precautions **we** ask for.
- **We** will not pay any claim if any loss, damage or liability covered under the **policy** is also covered wholly or in part under any other insurance.
- If **you** or anyone acting on **your** behalf makes any claim knowing it to be false, exaggerated or fraudulent or if any loss or damage is caused by **your** wilful act or with **your** connivance, **we** will not pay any claim and all cover under the **policy** will end immediately. **We** may also report the matter to the police.
- Where **we** have accepted a claim but there is a disagreement over the amount payable the dispute will first be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** unless the arbitrator has reached a decision.

Premium Payments

This is a monthly insurance **policy** and **your premium** is collected from your bank account on a monthly basis. The dates of which **your premium** will be collected is shown on **your schedule**.

We will not make any payment under this **policy** unless **you** have paid the **premium** due to **us**.

Amending the terms

We may amend the terms of this **policy**:

- when **you** tell **us** of a change in circumstances which will affect this **policy**; or
- at any other time provided **we** give **you** at least 30 days notice.

Cooling Off Period

You are entitled to cancel this **policy** by writing to the **administrator** within 14 days of either:

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

whichever is the later.

Canceling your Insurance

You may cancel this **policy** at the end of any month by writing to the **administrator**.

We may cancel this **policy** by sending **you** 30 days notice to **your** correspondence address shown in the **schedule**.

As the **premium** for this **policy** is paid monthly, **we** will not return any **premium you** have paid.

If any month's **premium** is not paid for any reason, **you** will receive a letter from **us** asking for payment so that the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which **premium** was received.

Law & Jurisdiction applicable to the Insurance

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Unless **we** agree otherwise the language of this insurance contract and all communications relating to it will be English.

Data Protection & Disability Discrimination Act

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited and Catlin Insurance Company (UK) Ltd.

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a text phone facility, audio tapes, large print documentation and Braille documentation. **You** should advise **us** if any of these services are required so that **we** can communicate in the appropriate manner.

Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored.

Making a Complaint

If **you** are unhappy about how the **policy** was sold **you** should contact the intermediary who arranged **your** cover who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration or claims handling on the **policy**, **you** should initially contact the **administrator** in writing or by phone.

The address is: 3XD Limited
PO Box 177
Clitheroe
Lancashire
BB7 0DT

The telephone number is: 0845 519 4960

If **you** remain unhappy **you** can refer the matter to **us** in writing for a final response.

The address is: Compliance Office
Catlin Insurance Company (UK) Ltd
3 Minster Court
Mincing Lane
London
EC3R 7DD

The telephone number is: 0207 743 8487

The email address is: catlinukcomplaints@catlin.com

Complaints that cannot be resolved by **us** may in certain circumstances be referred to the Financial Ombudsman Service.

The address is: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The telephone number is: 0845 080 1800

The email address is: complaint.info@financial-ombudsman.org.uk

Further details will be provided on request and at the appropriate stage of the complaints process.

This does not affect any right of legal action **you** may have.

Compensation

If **we** are unable to meet **our** liabilities under the **policy**, **you** may be entitled to compensation from The Financial Services Compensation Scheme (FSCS). Further details available at www.fscs.org.uk or by calling 0207 892 7300.

This policy is underwritten by Catlin Insurance Company (UK) Ltd
This policy is administered by 3XD Limited

Catlin Insurance Company (UK) Ltd is authorised and regulated by the
Financial Services Authority under reference 423308

3XD is authorised and regulated by the
Financial Services Authority under reference 469379

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