



# THE RETAIL MUTUAL

PROTECTING OUR INDEPENDENT RETAILERS

## RESIDENTIAL LANDLORDS' COVER WORDING

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The Retail Mutual is a trading name of The NFRN Mutual Limited, a company registered in England and Wales, number 3810528, registered office 8 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB. The NFRN Mutual Limited is authorised and regulated by the Financial Conduct Authority, FRN: 312391.  
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Monday – Thursday, 9.00am to 5.30pm and Friday, 9.00am to 5.00pm 0333 212 1008

At all other times 01424 850 333

[claims@retailmutual.com](mailto:claims@retailmutual.com)

### **Service**

Monday – Friday 8.30am to 5.30pm 0333 2121 006

[info@retailmutual.com](mailto:info@retailmutual.com)

### **Sales**

Monday – Thursday 8.30am to 5.30pm and Friday 9.00am to 5.00pm 0333 2121 007

[info@retailmutual.com](mailto:info@retailmutual.com)

### **Write to**

First Floor, No. 1 Guildhall Square, Portsmouth, PO1 2GJ

**For claims:** The Retail Mutual, First Floor, Douglas House, Quarry Hill Road, Tonbridge, Kent, TN9 2RH

## Your cover

We explain **your cover** in this Landlords' cover wording and **your Certificate of Entry**. Please read both to understand **your cover**. We will provide the **cover** in the Sections **you** have chosen and are shown on **your Certificate of Entry**

If **you** need any more information or any of the **cover** explained, please contact **us** and **we** will be happy to help

Please make sure **you** understand what **you** need to do under the Property not lived in conditions in the General conditions Section. Special conditions and exclusions apply before you let the property, between lettings and when the property is not lived in

**We** do not give cover under several Sections and parts of Sections before the first letting, in between lettings or if the **property is not lived in** for 30 or 60 days in a row

## Excesses

The table shows where the **excesses** apply to The Retail Mutual Residential Landlords' cover. If **we** change the standard **excess** shown on **your Certificate of Entry**, for a Section, part of a Section or a type of cover or **you** choose an extra **excess your Certificate of Entry** shows the **excess**. The **excess you** must pay towards a claim is made up by adding together the standard **excess** shown on **your Certificate of Entry** or the **excess** we change the standard **excess** to, and any extra **excess you** choose. If something happens and **you** have **cover** under two or more Sections or parts of Sections, one **excess** will apply and this will be the highest **excess** from the Sections or parts of Sections or the **excess** we change a standard excess to plus any extra **excess you** choose

<b>Section 1 Buildings</b>	<b>Excess</b>
Parts 1 to 6, 8 to 11, 13 to 19, 21, and 23 to 26	£50 standard <b>excess</b>
7. Escape of water	£350
12. Subsidence, heave or landslip	£1,000
<b>Section 2 Landlords' contents</b>	<b>Excess</b>
Parts 1 to 6, 8 to 11 and 13 to 16	£50 standard <b>excess</b>
12. Subsidence, heave or landslip	£1,000
7. Escape of water	£350
<b>Section 3 Public and property owner's liability</b>	<b>Excess</b>
Parts except parts 2 to 5 and 7	£50 standard <b>excess</b>
1. Accidental death, injury and damage to property	£250 property <b>damage</b>
6. Indemnity to principal	£250 property <b>damage</b>
<b>Section 4 Prosecutions</b>	<b>Excess</b>
All parts	£50 standard <b>excess</b>
<b>Section 5 Unpaid rent</b>	<b>Excess</b>
1. Unpaid rent	1st month

## Standards limits of cover

The table shows the standard **limits of cover** that apply to The Retail Mutual Residential Landlords' Cover. Where it says Limit **you** choose, **your Certificate of Entry** shows the **limit of cover**. If **we** change the standard **limit of cover** for any Section or part of a Section **your Certificate of Entry** shows the replacement **limit of cover**

<b>Section 1 Buildings</b>	<b>Limit of cover</b>
Parts 1 to 15	Limit <b>you</b> choose for this Section
16. Additions and alterations	10% of the limit <b>you</b> choose for this Section
17. Emergency access	£10,000
18. Fixed glass and sanitary ware	10% of the limit <b>you</b> choose for this Section
19. Locks and keys	£500
20. Lost rent and alternative accommodation	Limit <b>you</b> choose for this Section
21. Public authority and European Union requirements	10% of the limit <b>you</b> choose for this Section
22. Selling the property	Limit <b>you</b> choose for this Section
23. Trace and access	£2,000
24. Unauthorised use of services	£2,000
25. Underground services	10% of the limit <b>you</b> choose for this Section
26. Unfixed building materials	5% of the limit <b>you</b> choose for this Section before <b>you</b> tell <b>us</b> about them
<b>Section 2 Landlords' contents</b>	<b>Limit of cover</b>
Parts 1 to 13	Limit <b>you</b> choose for this Section
14. Lost rent and alternative accommodation	10% of the limit <b>you</b> choose for this Section
15. Removal of tenant's debris	£50,000
16. Temporary removal of contents	10% of the limit <b>you</b> choose for this Section
<b>Section 3 Public and property owner's liability</b>	<b>Limit of cover</b>
Parts 1 to 7	£2,000,000
8. Court attendance costs	£500 each person each day
<b>Section 4 Prosecutions</b>	<b>Limit of cover</b>
All parts	£2,000,000
<b>Section 5 Unpaid rent</b>	<b>Limit of cover</b>
1. Unpaid rent	Limit <b>you</b> choose for this Section
2. Rent before re-letting	50% of the limit <b>you</b> choose

## Definitions

The following definitions apply throughout **your Certificate of Entry** and this cover wording

### **accidental damage, accidentally damaged**

Sudden, unexpected, unintentional physical harm that destroys something, reduces its value, usefulness or normal function

### **asbestos**

Asbestos, asbestos fibres or any derivative of asbestos including any product that contains asbestos, asbestos fibres or any derivative of asbestos

### **buildings**

The domestic buildings at the tenanted property shown in your Certificate of Entry and their permanent fixtures and fittings including

- **outbuildings**
- **sanitary ware**, fitted kitchens, windows and doors, flooring and carpets **you** own and internal decorations
- terraces, paths, yards, drives, walls, gates, fences, hedges, lamp posts and railings
- permanent swimming pools, hot tubs and their fixed equipment
- fountains, patios, statues, fixed gazebos and pergolas, canopies, decking, terraces and brick built barbeques, hard tennis courts and fixed recreational toys **you** own
- external lighting, alarm systems, surveillance systems, solar heating systems, wind turbines, ground source heat pumps, radio and television aerials, satellite dishes, their masts and fittings
- permanently connected central heating fuel tanks, septic tanks and cesspits, underground drains, cables and piping that belong to **you** or **you** are responsible for as owner of the **property**
- inspection hatches and covers for services supplying the **property**

### **business**

Any full or part time trade, employment, profession or occupation

### **Certificate of Entry**

The **document** that contains **your** details, the details of the **property**, the **limits of cover**, the **cover period**, any **excesses you** have chosen, the **cover you** have chosen and any special terms that apply

### **contribution**

The amount shown on **your Certificate of Entry** that **you** must pay **us** for this **cover**

### **contents**

Items **you** own not permanently fixed to the **buildings** including

- furniture, flooring, curtains, blinds and clothing
- fridges, freezers, cookers, ovens, microwaves, washing machines, tumble dryers and dishwashers
- television aerials, radio aerials, satellite dishes and their masts and fittings
- garden tools and equipment, garden furniture and barbeques, beehives, bird tables, garden ornaments, garden pots, greenhouse accessories, paddling pools and sandpits
- metered water or domestic oil in a fixed oil tank that **you** have paid for

### **cover**

The discretionary **cover we** provide **you** shown on **your Certificate of Entry** and in this cover wording

### **cover period**

The time we give cover shown on your Certificate of Entry

### **damage, damaged**

Direct physical harm that destroys something, reduces its value, usefulness or normal function

### **excess, excesses**

The amount **you** must pay towards the cost of a claim shown in the Section Excesses in this cover wording or on **your Certificate of Entry**

### **geographical limits**

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

### **heave**

Swelling of the ground under the **buildings** causing upwards or sideways movement

### **injury**

Bodily injury, disease or illness including psychiatric illness

**landslip**

The downward movement of sloping ground

**limit of cover**

The amount shown on **your Certificate of Entry** or in the Section Standard limits of cover as the most **we** may pay for each claim or series of claims, based on the information **you** give **us**

**money**

Current bank notes and coins, cheques, giro cheques, bank drafts, bonds, securities, postal and money orders, traveller's cheques, current unused postage stamps, trading stamps, Premium Bonds, savings stamps and certificates, vouchers, unused franking machine units, trading stamps, tokens, travel cards or tickets, season tickets, petrol coupons, gift tokens, pre-paid phone cards, bills of exchange, dividend warrants, VAT purchase invoices, pre-booked entertainment tickets, electronic money cards

**Mutual**

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**not lived in**

When no one lives in the **property** before the first letting, between lettings or at any other time and **you** have not followed the Property not lived in conditions

**outbuildings**

Sheds, glasshouses, conservatories, garages, carports, storage units, workrooms, plant rooms and other buildings within the boundaries of the **property** that **your tenant** cannot access from the house or flat that is part of the **property**

**pollution**

The discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gas, thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste, in or on land, groundwater, surface water or coastal waters, or in or on any structure on land, or in the atmosphere or any contamination

**property**

The tenanted property at the address on **your Certificate of Entry**

**reinstate**

To rebuild, replace, repair or restore **damaged** or stolen property to a condition as far as possible the same condition it was in immediately before the **damage** or theft but not to a condition that is better than the condition it was in before the **damage** or theft

**rent**

The amount of rent **your tenant** pays **you** each month shown on **your Certificate of Entry**

**sanitary ware**

Wash basins and pedestals, sinks, bidets, lavatory pans, seats and cisterns, shower trays, shower screens, baths and bath panels and splash backs

**storm**

Winds of at least 47mph (41 knots), that may be accompanied by heavy rain, hail, snow or sleet, or 1 inch (25mm) or more of rain that falls in 1 hour, or a smaller amount of rain in a shorter time that is in the same ratio as 1 inch in 1 hour, for example half an inch in half an hour

**subsidence**

Downward movement of the ground under the **buildings**

**tenant**

The person **you** have let the **property** to under an Assured Shorthold Tenancy, Short Assured Tenancy, or Assured Tenancy under the Housing Act 1988, Housing (Scotland) Act 1988 or The Private Tenancies (Northern Ireland) Order 2006

**tenant's fixtures and fittings**

Items the **tenant** has fixed to or installed in the **property** and improvements, alterations and decorations carried out by the **tenant** that cannot be removed at the end of the tenancy

**unfurnished**

When there is not enough furniture and furnishings in the **property** for a **tenant** to live in normally

**unoccupied**

When the property is not lived in by somebody with your permission for 60 days in a row, or when your tenant is not living in the property for more than 30 days in a row

**water table**

the highest point where water saturates underground soil and rock

**we, us, our**

The Retail Mutual

**you, your**

The Member(s) named on **your Certificate of Entry**

**your business**

**your** ownership, letting, maintenance and repair of the **property**

## Section 1 Buildings

This Section of the cover wording explains the **cover we** provide for **your buildings**. **We** provide **cover** up to the **limit of cover** for each part of this Section and there is an **excess you** must pay for parts of this Section. These are explained and shown in the Sections Excesses and Standard limits of cover and on **your Certificate of Entry**

### Damage to buildings

**We** may pay

- up to the **limit of cover** and **you** will have to pay **your excess** if **your buildings** are stolen or **damaged** during the **cover period** by something in parts 1 to 13 of this Section

**We** do not cover

1. tenant's fixtures and fittings
2. commercial premises
3. land or water
4. plants or trees except hedges
5. radio aerials, television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts

#### 1. Fire, smoke, explosion, lightning or earthquake

If **your buildings** are **damaged** by fire, smoke, explosion, lightning or earthquake

**We** may pay

- the cost to **reinstate your damaged buildings**

**We** do not cover **damage**

- caused by smog, industrial or agricultural work or anything that happens gradually

#### 2. Storm or flood

If **your buildings** are **damaged** by



- **storm** or flood
- water that backs up in a drain or sewer as a result of a **storm** or flood

**We** may pay

- the cost to reinstate your damaged buildings We do not cover damage caused by
- rain that is not part of a storm
- freezing
- **subsidence, heave or landslip**
- underground streams, rivers, water in the spaces in underground soil and rock and a rise in the **water table**
- water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank

**We** do not cover **damage** to

1. moveable property in the open
2. car parks, paths, drives and other paved or hardstanding areas, trellises, radio aerials, television aerials or satellite dishes
3. fences, gates and hedges, plants and trees
4. cantilevered carports, canopies or awnings
5. any roof if it is covered by roofing felt that is more than 10 years old
6. swimming pools and swimming pool covers
7. solar panels, wind turbines or ground source heating pumps
8. marquees, tents and their accessories
9. the property when it is not lived in or is unoccupied

**We** do not cover

10. the cost of stabilising the site

### 3. Theft or attempted theft

If all or part of **your buildings** are stolen or **damaged** as a result of

- theft or attempted theft
- assault, violence or the threat of assault or violence to any person lawfully at the **property**

**We** may pay

- the cost to **reinstate** the stolen items or the **damaged buildings** We do not cover **damage** caused by theft or attempted theft
- by **you** or a member of **your** family
- by anyone else who is lawfully in the **property**
- when the **property** is **not lived in** or **unoccupied**

### 4. Impact by aircraft, other aerial devices, animals, vehicles and anything falling from them

If **your buildings** are **damaged** by aircraft, other aerial devices, animals, vehicles and anything from them hitting or falling on **your buildings**

**We** may pay

- the cost to **reinstate** the **damaged buildings** We do not cover **damage** caused by
- a vehicle **you** own
- domestic pets

### 5. Falling television or radio aerials, satellite dishes, fittings or masts and security equipment

If **your buildings** are **damaged** by falling television aerials, radio aerials, satellite dishes, fittings, masts or security equipment

**We** may pay

- the cost to reinstate the damaged buildings

**We** do not cover **damage**

1. to the television aerials, radio aerials, satellite dishes, fittings, masts or security equipment

## **6. Falling trees and branches, lamp posts, electricity pylons or telegraph poles**

If **your buildings** are **damaged** by falling trees, branches, lamp posts, electricity pylons or telegraph poles

**We** may pay the cost to

- reinstate the damaged buildings
- remove the items causing the damage **We** do not cover damage caused
- during tree felling, lopping or topping
- to trees or branches
- to fences, gates or hedges

**We** do not cover

1. the cost to restore the site
2. the cost to remove a fallen tree or branch that has not caused **damage** to **your buildings**

## **7. Escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank in the property**

If **your buildings** are **damaged** by the escaped water

**We** may pay the cost to **reinstate**

- the damaged buildings
- any internal fixed water tank, apparatus or pipe caused by freezing or bursting

**We** do not cover **damage** caused by

1. freezing unless all water tanks, pipes in the loft, and other pipes that could freeze are properly insulated
2. freezing in **outbuildings**
3. water overflowing from washbasins, sinks, showers, baths or bidets as a result of the taps being left on
4. the failure or lack of sealant in or on pipes, in or on **sanitary ware** or the failure or lack of grout or tiles
5. **subsidence, heave** or **landslip** that results from escape of water
6. water from guttering, rainwater downpipes, roof valleys and gullies

**We** do not cover **damage** to

7. swimming pools and their fixed equipment
8. the **property** while it is **not lived in** or **unoccupied**

## **8. Escape of fuel from any fixed heating installation**

If **your buildings** are **damaged** by fuel oil or liquid petroleum gas (LPG) escaping

**We** may pay the cost

- to **reinstate** the **damaged buildings**
- to decontaminate the grounds at the **property**

**We** do not cover **damage**

- caused by **subsidence, heave** or **landslip**
- while the **property** is **not lived in** or **unoccupied**

## **9. Riot or civil commotion**

If **your buildings** are stolen or **damaged** during a riot or civil commotion

**We** may pay the cost

- to **reinstate** the stolen or **damaged buildings**

**We** do not cover **damage** that happens

1. in Northern Ireland except **damage** by fire or explosion
2. while the **property** is **not lived in** or **unoccupied**

## **10. Strikers, lockout workers or persons taking part in labour disturbances**

If **your buildings** are stolen or **damaged** by strikers, lockout workers or persons taking part in labour disturbances

**We** may pay the cost

- to **reinstate** the stolen or **damaged buildings**

**We** do not cover **damage**

- caused by or resulting from employees of a business stopping work to protest
- that happens while the **buildings** are **not lived in** or **unoccupied**
- that happens in Northern Ireland except **damage** by fire or explosion

### 11. Malicious damage

If **your buildings** are **damaged** by someone's malicious act

**We** may pay the cost

- to reinstate the damaged buildings

**We** do not cover **damage**

1. caused by **you, your** family or a **tenant**
2. caused by theft or attempted theft, fire or explosion
3. that happens in Northern Ireland
4. while the property is not lived in or unoccupied

### 12. Subsidence, heave or landslip

If your buildings are damaged by subsidence, heave or landslip including damage by subsidence or **heave** caused by water escaping from any tank, apparatus, pipe or automatic sprinkler system

**We** may pay the cost

- to reinstate the damaged buildings

**We** do not cover **damage** resulting from

1. anything that happened before your cover started
2. the collapse of any building
3. normal settlement, expansion or shrinkage
4. settlement or movement of made-up ground
5. coastal or riverbank erosion
6. a change in the water table level
7. compaction of infill within the first 10 years after any building was constructed
8. fire, subterranean fire, explosion or earthquake
9. failure by the builders to follow good building practice
10. construction, demolition, repair or structural alteration
11. groundworks or excavations at the property
12. faulty equipment and materials or not following manufacturer's instructions
13. faulty or defective workmanship or design
14. subsidence due to the weight of the building
15. mine workings under the property
16. subsidence, heave or **landslip** if it has happened before on the land where the **property** is built

**We** do not cover **damage** to the following unless a **building** is **damaged** at the same time by the same cause

17. drives, terraces, paths, patios and other paved or hardstanding areas, walls, fences, gates, hedges or trellises
18. tennis courts, outdoor swimming pools, hot tubs, ornamental ponds and fountains
19. septic tanks, fixed fuel tanks, ground source heating pumps, drains, pipes and cables
20. permanently fixed statues, pergolas and gazebos

**We** do not cover **damage** to

21. solid floor slabs and non-load-bearing walls or **damage** caused by solid floor slabs and non-load-bearing walls moving unless the foundations under the load-bearing walls of the **building** are **damaged** at the same time and by the same cause

**We** do not cover

22. the cost of stabilising the site

### 13. Accidental damage

If **accidental damage** happens to the **buildings**

**We** may pay the cost

- to reinstate the damaged buildings

**We** do not cover **accidental damage**

1. caused by a **tenant** or **tenant's** guest
2. covered or specifically excluded somewhere else in this **cover** except **storm damage**
3. to solar heating systems and wind turbines
4. to hot tubs while they are being installed or moved
5. by water entering the **property** if it is not caused by **storm** or flood
6. that happens when the property is not lived in or unoccupied

#### 14. Debris removal

If the **property** is **damaged** by something covered under Section 1 Buildings parts 1 to 13 and **we** agree to pay **your** claim for **damage** to the **property**

**We** may pay the cost to

- dismantle, demolish, shore up or prop up any **damaged** parts of the **buildings**
- take away debris
- **clean or remove undamaged parts of the buildings**

#### 15. Professional fees

If the **property** is **damaged** by something covered under Section 1 Buildings parts 1 to 13 and **we** agree to pay **your** claim for **damage** to the **property**

**We** may pay the cost of

- architects', surveyors', lawyers', and consulting engineers' fees and costs to **reinstate** the **damaged buildings**

#### 16. Additions and alterations

If additions, alterations and improvements to the **property** are **damaged** by something covered under Section 1 Buildings parts 1 to 13 while they are being built or worked on

**We** may pay the cost

- to **reinstate** the additions, alterations and improvements up to 10% of the **limit of cover** for Section 1 Buildings

**We** do not cover

1. any amount **your property** has increased in value because of the addition, alteration or improvement
2. anything insured somewhere else

#### 17. Emergency access

If the police, fire brigade or ambulance services attend an emergency at the **property** and cause damage to the buildings

- because they have to force their way in or
- to prevent more **damage** to the **buildings**

**We** may pay

- the cost to **reinstate** the damaged buildings and gardens

**We** do not cover **damage**

1. caused by a police raid
2. that is excluded anywhere in this Section 1 Buildings
3. insured somewhere else

#### 18. Fixed glass and sanitary ware

If **accidental damage** happens to **your** mirrors, glass tops, fixed glass in furniture, ceramic hobs, hob covers or **sanitary ware** at the **property**

**We** may pay

- the cost to **reinstate** the **damaged** item

**We** do not cover **accidental damage**

1. caused by or resulting from work on additions, alterations, improvements and repairs
2. to ceramic hobs or hob covers that are not part of a fixed unit
3. that happens when the property is not lived in or unoccupied
4. to any other item that the mirror, glass top, fixed glass in furniture, ceramic hob, hob cover or

- sanitary ware** is part of or anything it is fixed to
5. to swimming pools or hot tubs

## 19. Locks and keys

If the keys to the **property** are stolen

- from inside the **buildings** following entry by force or a violent act or
- following an assault on **you**, a **tenant** or anyone lawfully at the **property**

**We** may pay

- the cost to replace keys, locks and locking mechanisms for external doors, windows, safes and intruder alarms

## 20. Lost rent and alternative accommodation

If the **property** is **damaged** by something covered under Section 1 Buildings parts 1 to 13 and as a result **your tenant** cannot live in it and **we** agree to pay **your** claim for **damage** to the **buildings**

**We** may pay

- the rent that **you** cannot collect from **your tenant** while they cannot live in the **property** or
- the costs of similar alternative accommodation for the **tenant** until they can live in it again or
- until the tenancy agreement or lease runs out if this is before the **property** can be lived in again

**We** do not cover lost **rent** or alternative accommodation costs

1. for more than 12 months
2. before **we** have agreed to pay **your** claim under this Section
3. when the **property** is untenanted unless at the time of the **damage** there is a signed tenancy agreement for a future tenancy
4. once the **damaged** part of the **property** can be lived in again

## 21. Public authority and European Union requirements

If **we** agree to pay a claim under Section 1 Buildings parts 1 to 13 for **damage** to **buildings**, included in the **limit of cover**

**We** may also pay

- the extra costs to meet current building regulations, local authority or European Union legislation or other statutory conditions or requirements for
- the **damaged** parts of the **buildings** and
- the undamaged parts of a **damaged building**

**We** do not cover costs resulting from

1. any notice to comply with any regulations **you** received before the **damage** happened
2. any delay complying with any regulations
3. reinstatement that takes longer than 12 months from the date of the **damage**, unless **we** agree in writing

**We** do not cover costs

4. to meet current building regulations, local authority or European Union legislation, other statutory conditions or requirements more than 10% of what it would cost to **reinstate** the whole **building** if it was totally destroyed
5. resulting from **damage** that happened before this Section started
6. that relate to any notice of compliance served on **you** before the **damage** happened
7. that relate to any existing requirement that **you** have to comply with within a specified period
8. of any rate, tax, duty or other charge or assessment resulting from the value of the **property** increasing

## 22. Selling the property

If **you** sell the **property**, the buyer can be covered by Section 1 Buildings parts 1 to 13 from the time **you** exchange contracts, or accept the offer to purchase in Scotland, until the buyer completes the purchase

**We** do not cover anything

1. covered by the buyer's insurance
2. that happens after completion of the sale
3. that happens when the property is not lived in or unoccupied

4. if the buyer does not comply with all the terms of this **cover**

### 23. Trace and access

If the **property** is **damaged** by something covered under Section 1 Buildings part 7 Escape of water or part 8 Escape of fuel

**We** may pay

- the costs to find the source of the escape and
- the cost to **reinstate** the **damage** caused by trying to find the source

### 24. Unauthorised use of services

If someone takes possession of or occupies the **property** without **your** consent and uses water, gas or electricity

**We** may pay

- the costs of the unauthorised use of metered water, gas and electricity **you** are legally liable to pay

**We** do not cover

1. costs resulting from unauthorised use of metered water, gas and electricity unless **you** take all reasonable steps to stop the unauthorised use as soon as **you** are aware of it

### 25. Underground services

If **accidental damage** happens to the underground drains, pipes or cables **you** are responsible for that provide services to or from the **buildings**

**We** may pay the cost to

- reinstate the damaged item
- find the source of the **damage**
- clear a blockage
- **reinstate** any wall, drive, fence or path that has to be removed or is **damaged** during the search for the source of the **damage**

**We** do not cover

- **damage** to any above ground drains, pipes or cables
- any oil or metered water lost as a result of the **damage**
- the costs of clearing blocked sewer pipes, drains, pipes or underground tanks that have not been **accidentally damaged**
- **accidental damage** to pitch fibre pipes caused by the weight of soil or other covering material
- de-lamination of pitch fibre pipes
- accidental damage that happens when the property is not lived in or unoccupied

### 26. Unfixed building materials

To be fully covered by this part **you** must tell **us** about all the building materials and supplies **you** keep at the **property**

If **your** building materials and supplies at the **property** are stolen or **damaged** by something covered under Section 1 Buildings parts 1 to 13

**We** may pay the costs

- to **reinstate** the stolen or **damaged** building materials and supplies

**We** do not cover

1. more than 5% of the **limit of cover** for **buildings** towards the cost to **reinstate** the building materials or supplies if **you** have not told **us** about them
2. building materials fixed to the **property** before the alteration, maintenance or build is finished
3. building materials and supplies that are not kept to alter, maintain or build the **property**
4. building materials and supplies **you** keep outside the boundaries of the **property**

## Section 2 Landlords' contents

This Section of the **cover** is only included if **you** have asked **us** for it and it is shown on **your Certificate of Entry**

This Section of the cover wording explains the **cover we** provide for **your contents**. **We** provide **cover** up to the **limit of cover** for each part of this Section and there is an **excess you** must pay for parts of this

Section. These are explained and shown in the Sections Excesses and Standard limits of cover and on **your Certificate of Entry**

Parts 1 to 12 and 14 to 16 are automatically included in Section 2 Landlords' contents. **Your Certificate of Entry** shows if part 13 Accidental damage is included in **your cover** under this Section

### Damage to contents

**We** may pay

- up to the **limit of cover** and **you** will have to pay **your excess** if **your contents** are **damaged** during the **cover period** by something covered under Landlords' contents parts 1 to 12 and 14 to 16 and part 13 if it is included in **your cover** under this Section

**We** do not cover

- permanent fixtures and fittings
- anything that belongs to the **tenant**
- **tenant's** contents, improvements, alterations and decorations
- personal belongings and pedal cycles
- **money** and cards
- carpets or permanently fitted flooring
- mechanically propelled or mechanically assisted vehicles
- caravans, aircraft, trailers or watercraft or their accessories
- any living creature
- jewellery, watches, precious metals and precious stones and articles made from them and furs
- curios, antiques, sculptures, fine art, or rare books, unless **we** agree, and they are shown on **your Certificate of Entry**
- items connected in any way to a business except **your business** as the landlord of the **property** shown on **your Certificate of Entry**
- any item insured somewhere else

### 1. Fire, smoke, explosion, lightning or earthquake

If **your contents** are **damaged** by fire, smoke, explosion, lightning or earthquake

**We** may pay

- the cost to reinstate your damaged contents

**We** do not cover **damage**

1. caused by smog, industrial or agricultural work or anything that happens gradually
2. that happens when the property is not lived in or unoccupied

### 2. Storm or flood

If your contents are damaged by

- **storm** or flood
- water that backs up in a drain or sewer as a result of a **storm** or flood

**We** may pay

- the cost to reinstate your damaged contents We do not cover damage caused by
- rain that is not part of a storm
- freezing
- subsidence, heave or landslip
- underground streams, rivers, water in the spaces in underground soil and rock and a rise in the water table
- water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank

**We** do not cover **damage** to

1. **contents** in the open
2. the property when it is not lived in or is unoccupied

### 3. Theft or attempted theft

If **your contents** are stolen or **damaged** while in the **property** as a result of

- theft or attempted theft

- assault, violence or the threat of assault or violence to any person lawfully at the property

**We** may pay

- the cost to **reinstate** the stolen or **damaged contents** **We** do not cover theft or attempted theft
- by **you** or a member of **your** family
- by anyone lawfully at the **property**
- while the property is not lived in or unoccupied
- of **contents** in the open

**We** do not cover

- theft or **damage** insured somewhere else

#### **4. Impact by aircraft, other aerial devices, animals, vehicles and anything falling from them**

If **your contents** are **damaged** by aircraft, other aerial devices, animals, vehicles and anything from them hitting or falling on **your contents**

**We** may pay

- the cost to reinstate the damaged contents **We** do not cover damage caused
- by a vehicle **you** own, or a vehicle owned by the **tenant**
- by domestic pets
- while the property is not lived in or unoccupied

#### **5. Falling television or radio aerials, satellite dishes, fittings or masts and security equipment**

If **your** television aerials, radio aerials, satellite dishes, fittings, masts or security equipment are **damaged** by something covered in this Section 2 Landlords' contents

**We** may pay

- the cost to **reinstate** the **damaged** television aerial, radio aerial, satellite dish, fitting, mast or security equipment

#### **6. Falling trees and branches, lamp posts, electricity pylons or telegraph poles**

If **your contents** are **damaged** by falling trees, branches, lamp posts, electricity pylons or telegraph poles

**We** may pay

- the cost to reinstate your damaged contents **We** do not cover damage
- caused during tree felling, lopping or topping
- while the property is not lived in or unoccupied

#### **7. Escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank in the property**

If water escapes from **your** water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank and **your contents** are **damaged**

**We** may pay

- the cost to reinstate your damaged contents
- the excess water charge by the local water authority for lost metered water

**We** do not cover **damage** caused by

1. freezing unless all water tanks, pipes in the loft and other pipes that could freeze are properly insulated
2. freezing in outbuildings
3. water overflowing from washbasins, sinks, showers, baths or bidets as a result of the taps being left on
4. the failure or lack of sealant in or on pipes, in or on **sanitary ware** or the failure or lack of grout or tiles
5. **subsidence, heave** or **landslip** that results from escape of water
6. water from guttering, rainwater downpipes, roof valleys and gullies

**We** do not cover **damage** that happens while

7. the property is not lived in or unoccupied



## 8. Escape of fuel from any fixed heating installation

If **your contents** are **damaged** by escaped fuel oil or liquid petroleum gas (LPG)

**We** may pay

- the cost to reinstate damaged contents
- the cost of the lost fuel oil or liquid petroleum gas (LPG)

**We** do not cover **damage** or lost fuel

1. caused by subsidence, heave or landslip
2. that happens while the property is not lived in or unoccupied

## 9. Riot or civil commotion

If **your contents** are stolen or **damaged** during a riot or civil commotion

**We** may pay

- the cost to **reinstate** the stolen or **damage contents** **We** do not cover **damage** that happens
- in Northern Ireland except **damage** by fire or explosion
- while the property is not lived in or unoccupied

## 10. Strikers, lockout workers or persons taking part in labour disturbances

If **your contents** are stolen or **damaged** by strikers, lockout workers or persons taking part in labour disturbances

**We** may pay the cost

- to reinstate your stolen or damaged contents **We** do not cover damage
- caused by or resulting from employees of a business stopping work to protest
- that happens in Northern Ireland
- that happens while the property is not lived in or unoccupied

## 11. Malicious damage

If **your contents** are **damaged** by someone's malicious act

**We** may pay the cost

- to reinstate the damaged contents

**We** do not cover **damage**

- caused by **you, your** family or a **tenant**
- caused by theft or attempted theft, fire or explosion
- in **outbuildings** that are not locked or secure
- to **contents** in the open
- that happens while the property is not lived in or unoccupied
- that happens in Northern Ireland

## 12. Subsidence, heave or landslip

If your contents are damaged by subsidence, heave or landslip including damage by subsidence or **heave** caused by water escaping from any tank, apparatus, pipe or automatic sprinkler system

**We** may pay the cost

- to reinstate your damaged contents

**We** do not cover **damage** resulting from

1. anything that happened before **your cover** started
2. the collapse of any **building**
3. normal settlement, expansion or shrinkage
4. settlement or movement of made-up ground
5. coastal or riverbank erosion
6. a change in the **water table** level
7. compaction of infill within the first 10 years after any **building** was constructed
8. fire, subterranean fire, explosion or earthquake
9. failure by the builders to follow good building practice
10. construction, demolition, repair or structural alteration
11. groundworks or excavations at the **property**

- 12. faulty equipment and materials and not following manufacturer's instructions
- 13. faulty or defective workmanship or design
- 14. **subsidence** due to the weight of the **building**
- 15. mine workings under the **property** or if **subsidence** or **heave** has happened before on the land where the **property** is built
- 16. something that happens while the **property** is **not lived in** or **unoccupied**

### 13. Accidental damage

This part is only included if **you** have asked for it and it is shown on **your Certificate of Entry**

If accidental damage happens to your contents while in the property

**We** may pay

- the cost to reinstate the damaged contents We do not cover accidental damage
- covered by any other Section or specifically excluded elsewhere in this **cover**
- that happens when the property is not lived in or unoccupied
- caused by wear and tear, anything that happens gradually, defective or faulty design, workmanship or materials, or any fracture in glass unless it extends through the thickness of the glass

### 14. Lost rent and alternative accommodation

If **your contents** are **damaged** by something covered under Section 2 Landlords' contents parts 1 to 13 and the **property** cannot be lived in

**We** may pay the cost of the following while it cannot be lived in

- similar alternative accommodation for the **tenant** for up to 12 months or
- the **rent you** cannot collect until the **property** can be lived in again or
- until the tenancy agreement or lease runs out if this is before the **property** can be lived in again

**We** do not cover

1. the cost of alternative accommodation or lost **rent** after the **property** can be lived in
2. the cost of alternative accommodation or lost **rent** before **we** have agreed to pay **your** claim under this Section

### 15. Removal of tenant's debris

If anything that belongs to the **tenant** is **damaged** by something covered under Section 2 Landlords' contents parts 1 to 13

**We** may pay

- the cost to take away the debris

### 16. Temporary removal of contents

If **your contents** are **damaged** by something covered under Section 2 Landlords' contents parts 1 to 13 when they are temporarily in or being moved to or from

- any business premises for alteration, renovation, repair or cleaning

**We** may pay

- the cost to reinstate the damaged contents We will not pay for damage
- caused by **storm** or flood if the **contents** are not in a building
- caused by theft or attempted theft unless force and a violent act resulting in
- **damage** to the building are used to get into or out of a building
- that is insured somewhere else

## Section 3 Public and property owner's liability

This Section of the cover wording explains the **cover we** provide for **your legal liability**. **We** provide **cover** up to the **limit of cover** for each part of this Section and there is an **excess you** must pay for parts of this Section. These are explained and shown in the Sections Excesses and Standard limits of cover

### 17. Accidental death, injury and damage to property

If, during the **cover period**, as a result of **your business** as a landlord **you** are legally liable because

- someone is accidentally injured
- someone is accidentally killed

- someone's property is **damaged**  
you have caused
- an accidental obstruction, trespass, nuisance or interference with pedestrian, road, rail, airborne or waterborne traffic
- an accidental invasion of a right of privacy, or an accidental interference with any right of way, light or water

**you** are involved in

- a wrongful arrest or detention, false imprisonment or malicious prosecution
- wrongful entry or eviction that interferes with a right of private occupancy
- oral or written publication of material which violates the right of privacy of a person

**We** may pay up to the **limit of cover** for

- the amount **you** are legally liable to pay as compensation and costs
- **your** legal costs and expenses
- representation at any Coroner's Inquest or Fatal Accident Inquiry

**We** do not cover

**You** or **your** legal personal representatives' legal liability to pay compensation and costs and **your** legal costs and expenses as a result of

1. an agreement if the legal liability would not exist if the agreement was not in place
2. death or **injury** to **you** or **your** family
3. **damage** to property **you**, **your** family or a **tenant** own or are responsible for
4. a vehicle or mobile plant that must have compulsory motor insurance, except
  - loading or unloading the vehicle or mobile plant
  - taking a load to or from the vehicle or mobile plant
  - use of mobile plant at the **property**
  - unauthorised movement of or unloading a vehicle or mobile plant at the **property**
5. **you** owning or using any land or buildings or repairing or maintaining any buildings that are not the **property**
6. professional negligence or advice by **you** or anyone acting for **you**
7. any deliberate act or something **you** have deliberately not done, left out or neglected
8. any manual work away from the **property** except collecting or delivering
9. **damage** to property resulting from any work carried out on it
10. anything resulting from something **you** supply, install, erect, repair or alter
11. anything resulting from a fault, alleged fault, defect or alleged defect
12. **damage** to information represented or stored electronically including code or a series of instructions, operating systems, software programmes or firmware
13. any waterborne craft or vessel, aircraft or space craft and loading or unloading them
14. a **property you** used to own
15. the Party Wall etc Act 1996
16. anything caused by, resulting from or related to **asbestos**
17. any fines or penalties from criminal proceedings
18. liability resulting from an effect on someone's reputation, deliberate misrepresentation, malicious falsehood, discrimination, harassment or advertising injury
19. any amount a Court requires **you** to pay
  - to punish **you**
  - to try to stop the same circumstances that led to the incident happening again
  - because **you** have caused someone distress, embarrassment or humiliation
20. any compensation for a breach of a contract

## 18. Data Protection Act

If **you** are legally liable or prosecuted under section 13 of the Data Protection Act 1998 as a result of personal data, **you** or **your** managing agents keep or used to keep

**We** may pay

- the amount of any compensation and costs
- the cost of defending a claim against you
- the cost of defending a prosecution

- the cost of an appeal

**We** do not cover a claim or prosecution

1. that started before the first **cover period** or before this Section was added to **your cover**
2. if at the time of the alleged breach or offence **you** were not registered under the Data Protection Act 1998
3. if **you** applied for registration and this was refused or withdrawn
4. if **you** did not take reasonable care to comply with the requirements of the Act
5. that involves a deliberate or intentional act or omission by **you** which **you** knew or should have known would result in liability under the Act
6. that **you** have reported to a previous insurer
7. that results in the cost of replacing, reinstating, rectifying or erasing any personal data
8. anything insured somewhere else

## 19. Defective Premises Act 1972

If during the cover period

- someone is accidentally injured
- someone is accidentally killed
- someone's property is damaged

as a result of premises **you** owned that **you** used to let and **you** are legally liable under

- section 3 of the Defective Property Act 1972 or
- article 5 of the Defective Premises (Northern Ireland) Order 1975

**We** may pay up to the **limit of cover** for

- the amount **you** are legally liable to pay as compensation and costs

**We** do not cover

1. compensation and costs awarded by a Court more than 7 years after this Section ends
2. any liability for anything that happened while **you** owned or were responsible for the premises
3. **damage** to the premises
4. the cost of **reinstating** or fixing any defect or alleged defect in the premises
5. anything insured somewhere else

## 20. Motor liability (non-owned vehicles)

If during the cover period

- someone is accidentally injured
- someone is accidentally killed
- someone's property is damaged

as a result of a motor vehicle used for **your business** and **you** are legally liable

**We** may pay up to the **limit of cover** for

- the amount **you** are legally liable to pay as compensation and costs

**We** do not cover

1. anything resulting from or connected to a vehicle **you** own or **your business** owns
2. **damage** to the vehicle or its contents
3. anything that happens when **you** are driving
4. anything that happens if **you** or **your** representative know the person driving has never had a licence to drive the vehicle or is disqualified from holding or obtaining one
5. anything insured somewhere else

## 21. Additional persons covered

If a person who is entitled to ask for a payment under this Section 3 Public and property owner's liability Section dies

**We** may pay up to the **limit of cover** for

- the amount the deceased person's legal personal representatives are legally liable to pay as compensation and costs
- the compensation costs and expenses a Court awards against the deceased person

**We** will not cover compensation costs and expenses

1. unless this Section 3 Public and property owner's liability would cover the claim if it was made

against **you**

2. if **we** do not have complete control over the management of the claim
3. if the deceased person's legal personal representatives do not agree to be bound by all the terms and conditions of this cover wording and comply with them where they apply
4. anything insured somewhere else

## 22. Indemnity to principal

If a person, local authority, public authority, company or firm **you** have a contract with to carry out work connected to **your business** is legally liable because

- someone is accidentally injured
- someone is accidentally killed
- someone's property is damaged

If **you** ask us

**We** may pay up to the **limit of cover** for

- the amount the person, local authority, public authority, company or firm are legally liable to pay as compensation and costs
- **We** do not cover any compensation, costs or expenses
- unless this Section 3 Public and property owner's liability would cover the claim if it was made against **you**
- if **we** do not have complete control over the management of the claim
- if the person, local authority, public authority, company or firm does not agree to be bound by all the terms and conditions of this cover wording and comply with them where they apply
- anything insured somewhere else

## 23. Pollution and remediation costs

If, during the **cover period**, **you** are legally liable because

- a sudden, unexpected and unintended pollution that
- can be identified and
- happens completely at one specific time and
- at one specific place at your property and
- someone is accidentally injured
- someone is accidentally killed or
- someone's property is damaged

**We** may pay up to the **limit of cover** for

- the amount you are legally liable to pay as compensation and costs
- the amount you are legally liable to pay to reverse, stop or minimise the pollution under the Environmental Damage (Prevention and Remediation) Regulations 2009 or any legislation or regulation that follows or replaces this

**We** do not cover

1. the cost to **reinststate** the **pollution damage** to **your property** or any site watercourse or body of water **you** own, lease or rent
2. the cost to **reinststate** or reintroduce any form of plant or animal life
3. any costs to reverse stop or minimise **pollution** outside **your** legal liability under the Environmental Damage (Prevention and Remediation) Regulations 2009 or any legislation or regulation that follows or replaces this
4. **pollution** that happens gradually over time
5. anything insured somewhere else

## 24. Court attendance costs

If **we** ask **you** to attend Court as a witness in connection with a claim that **we** agree to pay under this Section 3 Public and property owner's liability

**We** may pay

- the amount of income **you** lose

## Section 4 Prosecutions

This Section of the cover wording explains the **cover we** provide to defend or appeal a conviction that results from **your business**. **We** provide **cover** up to the **limit of cover** for each part of this Section and there is an **excess you** must pay for parts of this Section. These are explained and shown in the Sections Excesses and Standard limits of cover

### 1. Corporate Manslaughter and Corporate Homicide Act 2007

If, during the **cover period**, as a result of **your business** as a landlord someone dies and **you** are a company and **you** are prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 **We** may pay

- **your** defence costs
- the prosecution costs awarded against you
- the costs of an appeal against a conviction

**We** do not cover

1. any prosecution under the Act where notice is received before or after the **cover period**
2. the charge under the Act if it does not result from a breach of duty of care directly from **your business** as a landlord
3. costs and expenses **we** have not agreed in writing
4. costs of an appeal if Counsel advises that there is not a strong prospect of success
5. more than the **limit of cover** for all prosecutions in a **cover period**
6. prosecutions that result from any deliberate or intentional criminal act or deliberate management decision, something deliberately not done, left out or neglected
7. costs and expenses to comply with any remedial order or publicity order
8. costs and expenses to appeal against any fine, penalty, compensation award, remedial order or publicity order
9. costs and expenses of any investigation or prosecution outside the **geographical limits**

### 2. Other defence costs

If, during the **cover period**, resulting from **your business** as a landlord **you** are charged or prosecuted under any legislation that relates to the duties of **your business**

**We** may pay

- your legal costs and expenses
- the costs and expenses awarded against you
- the costs of an appeal against a conviction

**We** do not cover

1. charges or prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007
2. costs and expenses **we** have not agreed in writing
3. costs of an appeal if Counsel advises that there is not a strong prospect of success
4. any prosecution where notice is received before or after the **cover period**
5. more than the **limit of cover** for all charges and prosecutions in a **cover period**
6. charges and prosecutions that result from any deliberate management decision, something deliberately not done, left out or neglected
7. any fine, penalty or compensation award imposed by a Criminal Court
8. costs and expenses to comply with any remedial order or publicity order
9. costs and expenses to appeal against any fine, penalty, compensation award, remedial order or publicity order
10. costs and expenses of any investigation or prosecution outside the **geographical limits**
11. costs and expenses insured somewhere else

## Section 5 Unpaid rent

This Section of the **cover** is only included if **you** have asked **us** for it and it is shown on **your Certificate of Entry**

This Section of the cover wording explains the **cover we** provide if **your tenant** stops paying **rent**. **We** provide **cover** up to the **limit of cover** for each part of this Section and there is an **excess you** must pay for parts of this Section. These are explained and shown in the Sections Excesses and Standard limits of cover

### 1. Unpaid rent

If, during the **cover period your tenant** does not pay the **rent**

**We** may pay unpaid **rent**

- for up to 12 months or
- until you obtain vacant possession whichever happens first

**We** do not cover unpaid **rent**

1. for the first month it is not paid
2. more than the limit of cover
3. if **you** do not take action in the first month it is not paid to obtain vacant possession, unless **we** agree in writing that the cost of taking the action will be more than the amount of unpaid **rent**
4. if any of the **tenants** are students or receiving Housing or other Department for Work and Pensions benefit unless
  - a guarantor is legally assigned to the tenancy agreement and
  - there is a satisfactory credit reference for the guarantor
- if any **tenant** is less than 18 years of age
- if the rent is more than £2,000 a month
- if there is not a signed, written tenancy agreement in place
- if tenants have not
  - personally received from **you** or **your** managing agent all relevant statutory notices before the tenancy starts
  - provided a satisfactory
    - credit reference and
    - an employer's reference and
    - a reference from a previous landlord
- if **tenants** are in the **property** before they pay the deposit and the first month's **rent** in cash or before their payment appears in **your** or **your** managing agent's bank account
- that happens in the first 90 days of the first **cover period** for tenancy that was in place before the start of the first **cover period**
- when the **property** is re-let
- for any time when the **property** is not available to let after **you** obtain vacant possession

### 2. Rent before re-letting

If **we** have agreed to pay under part 1 Unpaid rent and **you** obtain vacant possession

**We** may pay

- 50% of the **rent** for up to 3 months from when the **property** is in a condition to let

**We** do not cover any **rent**

1. after **you** re-let the **property**
2. if **you** refuse a reasonable offer of a tenancy
3. if the **rent** is not in line with the current market rental value for the **property**

## How to claim

If **you** need to make a claim, please check **your Certificate of Entry** and this cover wording first to see if the cause of the **damage**, theft, loss, death or **injury** is included and if an **excess** applies

### What you must do

After any **damage**, theft, loss, death or **injury you** must take all reasonable steps to prevent more **damage**, theft, loss, death or **injury**. **You** must carry out emergency repairs needed to prevent more

**damage**, death, theft, loss or **injury** and keep the invoice(s). It is helpful if **you** take photographs of any **damage** before any emergency repairs

**You** can

- get a claim form online at <http://www.retailmutual.com/claims>
- report a claim or send a claim form by email to [claims@theretailmutual.com](mailto:claims@theretailmutual.com)
- report a claim by telephone, Monday – Thursday, 9.00am to 5.30pm and Friday, 9.00am to 5.00pm 0333 2121 008, all other times 01424 850 333

If **you** make a claim by telephone, it is helpful if **you** can tell **us your** Membership or **Certificate of Entry** number, shown on the front of **your Certificate of Entry**. **We** will ask **you** to explain what has happened and how and when it happened

#### Assistance with your claim

Please email or telephone **us** if **you** need any help filling in the online claim form or if **you** have any questions about **your** claim

#### Supporting documents

When **you** make a claim, **we** will ask **you** to give **us** documents to support the claim. It is a good idea to keep receipts, valuations, photographs, instruction booklets and guarantee cards as these will help to show **you** own the lost or **damaged** items and their value

#### Claims against you

If someone makes a claim against **you** for death, **injury** or **damage** to property, it is very important that **you** tell **us** about the claim as soon as **you** know about it and that **you** give **us** full details as soon as possible. **You** can call **us** or send the details by email or post. **You** must send **us** all legal documents or letters about the claim as soon as possible after **you** receive them and before any specified deadline ends. **You** must not take any action on legal documents or letters without **us** agreeing in writing

### How we settle your claim

If there is cover under more than one Section for the same cause of the **damage**, loss, theft, **injury** or death **we** will only consider a claim under one Section

#### Amount of payment

For all Sections the most **we** may pay is the **limit of cover** shown on **your Certificate of Entry**

For Section 1 Buildings the most **we** may pay will not be more than

- the **limit of cover** at the time of **damage** if all the **buildings** are beyond economical repair or reconstruction or
- any other **limit of cover** shown in **your Certificate of Entry** or in this cover wording

If **we** agree to pay **your** claim under Section 1 Buildings, **we** may choose to repair, restore or replace **your damaged buildings**. **We** will normally expect **you** to repair or rebuild **damaged buildings**. If **you** and **we** agree in writing that it is unreasonable to carry out repairs or rebuilding

**We** may choose to pay

- the amount the **damage** has reduced the market value of the **buildings** by, up to the costs to repair or rebuild them or
- the value of the **property** at the time of the **damage** or
- the cost to repair the **damage**

If part of the **buildings** is destroyed, **we** will not pay more to repair or restore the **damaged** part than the cost to repair or restore all of the **buildings** if they were totally destroyed

For Section 2 Landlords' contents

**We** may choose to pay

- the value of the item(s) at the time of the **damage** or
- the cost to repair the **damage** or
- the cost to **reinstate** the **damaged** item(s)

If an item cannot be replaced or if **we** choose to replace a **damaged** item, it will be with a new item as



similar as possible to the original item when it was new

**We** will not agree to replace a **damaged** item

- with a new improved version
- if the item can be repaired for less than the cost of a new one

**We** will not agree to pay the cost of a new replacement

- if **you** buy a second-hand replacement

Before any repair or restoration or before **you** replace **your** property **you** must agree the costs with **us**. If **you** do not contact **us**, **we** may not be able to help **you** with all or part of the costs

#### Automatic limit of cover change

**We** will reduce the **limit of cover** if **your** property is **damaged**, lost or stolen and only put it back to what it was when **you** **reinstate** the **damage** or replace the lost or stolen items unless **you** ask **us** in writing not to. **We** may ask **you** to pay an extra **contribution** when the **limit of cover** is put back to what it was

#### Excess

**You** will have to pay the first part of a claim where **your Certificate of Entry** shows an **excess** applies. If more than one **excess** applies, **you** will have to pay the highest **excess**

#### Flooring and carpets

**We** may only pay for **damage** to floor coverings in a room or clearly identifiable area where the **damage** happened. **We** will not pay the cost to replace any other undamaged matching floor covering, for example in another room or area

#### Insurance or other indemnity

If **you** can claim on insurance for something included in this **cover** and that insurance

- has the same cover for **damage**, theft, loss, **injury** or death **we** may only pay **our** share
- has different or more specific cover for the **damage**, theft, **injury** or death, **we** may only pay the amount left after they have paid the maximum they cover
- is not on the same basis of **reinstatement** as this **cover** **we** will not pay **your** claim and
- if **you** have received compensation under any contract, legislation or guarantee for something covered by this cover wording, **we** may only pay the amount left after **you** have received the full amount **you** are entitled to

#### Interest

**We** will not pay interest on any amount **we** may pay **you** under this **cover**

#### Pairs, sets and matching items

**We** may pay for a **damaged** item that is one of a pair, or part of a set or suite or collection. **We** will not pay for any other undamaged item in a pair, set, suite or collection

#### Recovered property

**You** must tell **us** as soon as possible if any lost or stolen items **we** have paid a claim for are recovered

**You** will have the option to pay **us** back the amount **we** paid **you** and keep the items or give the items to **us** if **we** ask for them

If **we** recover lost or stolen items after **we** have paid **you**, **you** have 60 days to buy them back from **us** from the date **we** write and tell **you** **we** have the items

**We** will charge **you**

- what **we** paid **you** less the costs of recovering the item or
- the market value at the date of recovery

#### Specified items

**We** will remove specified items from this **cover** if they are lost, stolen or destroyed

#### VAT

If **you** have to account to HMRC for Value Added Tax **we** will take off the VAT from any payment **we** may make

### **Wear and tear**

**We** may reduce what **we** may pay for wear, tear and depreciation of clothes, furs and household linen or any item that is unreparable and **you** do not replace it. If other items are in good condition **we** will not reduce for wear, tear and depreciation

## **Claims conditions**

These Claims conditions apply to all claims made under this **cover**. If **you** do not comply with these conditions, **we** may not pay all or part of **your** claim and in certain circumstances **we** may cancel **your cover**

### **Cover under more than one Section**

If **your** claim is covered under two Sections, **we** will only consider **your** claim under one Section

### **Preventing more damage, liability or the cost of a claim**

When something happens that **you** may want to claim for **you** must take all reasonable steps to prevent more **damage**, theft, loss, **injury** or death or the cost of a claim and recover any lost or stolen property or identify any guilty person, and allow **us** or **our** representatives to recover any lost or stolen items or identify any guilty person

### **Riot and civil commotion**

If **your property** is **damaged** as a result of a riot or civil commotion **you** must give **us** full details as soon as **you** can and not later than 7 days after the **damage** happened

### **Theft and malicious damage**

If **your property** or **contents** are stolen or **damaged** by malicious persons

**You** must

- report the theft, loss or **damage** to the police within 24 hours from when **you** first noticed the **damage** or the items were missing, obtain a police reference number and
- give **us** full details as soon as **you** can and not later than 7 days after **you** first noticed the **damage**, or the items were missing

### **Prosecutions, inquests and inquiries**

**You** must contact **us** as soon as **you** know about any prosecution or intended prosecution, inquest or inquiry that could be connected in any way to something that could result in a claim under this **cover**  
**You** must ask **us** to agree in writing to use a barrister or solicitor to represent **you** and if **we** agree **we** will tell **you** in writing

### **Claims against you**

If someone is injured, killed or someone's property is **damaged** and they or their representatives make or threaten to make a claim against **you**

**You** must

- not admit responsibility, make a payment or offer, promise or agree or pay anything without contacting **us** for **us** to agree in writing
- not negotiate claims with anyone
- send **us** every letter, Claim Notification Form, legal document and any other document that is connected to the incident as soon **you** receive it
- not take any action on any letters, Claim Notification Forms, legal documents or other documents without contacting **us** for **us** to agree in writing

### **Other claims**

**You** must contact **us** and give **us** full details as soon as **you** can within 7 days of anything that happens that could result in a claim under this **cover**, even if the claim is likely to be less than any **excess**

### **Supporting documents**

**You** must give **us** documents to support any claim for **damaged**, lost or stolen items within 30 days of when **we** ask for them, for example

- receipts, valuations, guarantees, instruction booklets and photographs to show **you** own the item and its value
- a written quotation from a professional repairer for the cost of repair or a letter from a professional repairer saying it cannot be repaired or it is not worth repairing

**We** may ask for a statutory declaration of the truth of the claim and or anything connected to the claim

#### Other cover

If there is other cover or insurance anywhere else on the **property** or anything **you** want to claim for **you** must tell **us**

- the name of the insurance company
- their address
- the policy number
- the name of the policyholder if it is not **you**

#### Keeping items and emergency repairs

**You** must keep anything **you** are claiming for, for as long as **we** ask **you** to. **You** must not alter, repair, dispose of or destroy anything **you** are claiming for or anything connected with a claim or potential claim without contacting **us** for **us** to agree in writing. However, if emergency repairs are needed to prevent more **damage**, loss, theft, death or **injury** **you** must arrange for them to be done and keep the invoice(s)

#### Helping us

**You** must co-operate with **us** and help **us** investigate and deal with **your** claim. **You** must let **us** know if **you** receive any information connected to **your** claim or a potential claim. **You** must follow any reasonable recommendation, request or instruction **we** give about **your** claim or a potential claim

#### Inspections

With a reasonable notice period, **we**, or someone acting for **us**, can enter the **property** and inspect any **damage** or where a theft or accident has happened. **We** can take into safekeeping any **damaged** property and then return it to **you** but this does not mean **you** can abandon **damaged** property to **us**

#### Salvage

Once **we** have paid a claim for anything that is **damaged** beyond repair, if **we** decide, it can become **ours** and **we** can deal with it how **we** want to

#### Claims handling

**We** have the right to manage, control and direct the way any claim is handled or settled

**We** can

- start, take over or defend any legal action in **your** name
- take legal action in **your** name for **our** benefit
- tell **you** to settle, compromise or close a claim in any way **we** decide unless it is unreasonable for **you** to do this

#### Subrogation

Before or after **we** agree to pay a claim under this **cover**, if **we** ask, **you** will take or allow **us** to take in **your** name all necessary steps to enforce rights against anyone at **our** expense

Any **money** recovered, unless **you** and **we** agree to something different in writing, will be paid in the following order

- to **us** for any claim payment and expense
- to you for your excess
- to **you** for any other financial loss that is not **covered** by this **cover**

#### Waiver of rights

**We** agree to waive any rights, remedies or relief that **we** may be entitled to against

- any parent or subsidiary company or fellow subsidiary where **you** are also a subsidiary as defined by current legislation
- any company whose **business** **you** manage, or part manage

## General conditions

The following Conditions apply to the whole of this **cover**

If **you** do not comply with the conditions that put a duty on **you** to do something, or if **you** do not tell **us** about a change to **your** circumstances or a change to the information **you** gave **us**, **your cover** may not be valid or

**We** may

- not pay all or part of **your** claim
- cancel your cover
- change the terms of **your cover**
- change your contribution
- add or change any **excess**

## Renewal

**We** will contact **you** before the end of a **cover period** and give **you** details of the **contribution** for the next **cover period** and any changes to the terms and conditions of **your cover** and **excess**

**We** will automatically renew **your cover** at the end of a **cover period** providing **you** pay **your contribution** in line with **your** payment plan

If have told **us** **you** do not want **us** to automatically renew **your cover**, **you** must contact **us** before **your** renewal date to pay **your contribution** and to make sure **your cover** continues without a break

## Changes you must tell us about

**You** must tell **us** immediately if there are any changes to **your** circumstances or the information

- **you** gave **us** or someone acting for **you** gave **us** at any time before or during this cover or
- shown on your Certificate of Entry

**You** must tell **us** within 24 hours about any change in **your business** or if **you** find out about any demolition, ground works, excavation or construction being carried out next to the **property** **You** must also tell **us** at any time if

- something happens that **you** know or should know will increase the risk of **damage**, theft or legal liability
- **you** move to a new permanent address
- **you** are a company and **you** are the subject of a winding up order or an order for the appointment of a liquidator, administrative receiver or administrator, or **you** enter into a Company Voluntary Arrangement
- **you** are declared bankrupt or enter into an Individual Voluntary Arrangement
- there is a change to the use of the **property**
- the property is unoccupied
- **you** are charged with or convicted of any criminal offence apart from a driving offence
- **you** no longer own the **property**

## Additions and alterations

**You** must tell **us** at any time if **you** intend to carry out any structural alterations, extensions, improvements or major repairs to the **property** as soon as possible and within 3 months of finishing the extension, alteration or improvement

If **we** agree to increase **your cover** for any extensions, alterations or improvements, the increased **cover** will start from the date **you** can make any claim under any Section. **You** must pay any extra **contribution** **we** ask for

If a contractor is carrying out any of the structural alterations, extensions, improvements or major repairs **you** must make sure they have a valid public liability policy in place with a limit of liability of at least £1,000,000. **You** must also make sure that for any work involving flame, welding or hot cutting there is a valid hot work permit.

## Changes to your cover

If

- **you** tell **us** about any changes, demolition, ground works, excavation or construction next to **your property** or changes in **your business** or

- **we** agree to increase **your cover** for any extensions, alterations or improvements or
- **we** decide to make changes to **your cover**

**we** will write to **you** at the address on **your Certificate of Entry** and tell **you** why **we** have made changes and what they are. **You** will have 30 days to agree the changes

If **your** circumstances change, **we** may decide **we** cannot continue to provide this **cover** and will try to offer **you** alternative **cover**

#### Cooling off period

If **you** decide that this **cover** is not what **you** need, **you** can cancel it by writing to **us** or emailing **us** within 21 days from

- when a **cover period** first starts or
- when **you** first receive or can access full details of **your cover** if this is after the cover period starts

**We** will refund any **contribution** paid for that **cover period** if **you** have not made a claim or there is no potential claim

#### Cancelling after the cooling off period

**You** can cancel this **cover** at any other time by writing to **us** or emailing **us**

**We** will refund any part of **your contribution** **you** have paid for the time after the cancellation date unless **you** have made a claim or there could be a claim under the current **cover period**

#### Cancellation by us

**We** may cancel your cover by sending you 14 days' notice to **your** address in shown on **your Certificate of Entry**. **We** will only do this for a valid reason, examples of valid reasons are as follows

- A change in risk that means **we** can no longer offer **you cover**
- Non-cooperation or failure to supply any information or documentation **we** reasonably ask for

#### Contribution payment and cancellation for non-payment

**You** agree to pay **your contribution** for the full **cover period** and pay **your contribution** on the day you should pay it. If **you** do not pay **your** first payment at the start of **your cover** or the first payment at renewal, **we** will treat **your cover** as if it did not exist and **you** will not have any **cover** from the start or renewal date. If **you** pay by instalments and do not pay **your contribution** on the day **you** should pay it, **your cover** will stop. If **you** miss a payment, **we** will contact **you** to tell **you** **your cover** has stopped or will stop and give **you** the opportunity to make the payment. If **we** do not receive **your** payment by the date set, **we** will assume **you** do not want to continue with **your cover**

#### Discretionary cover

**We** provide this **cover** to **you** subject to **our** Rules and the terms of this cover wording. Any payment **we** may make under this **cover** is at **our** discretion. The Rules are available in the Members' area of **our** website <http://www.retailmutual.com>. To access the Members' area the Username is **Retail** and the Password **Mutu@1!**

#### Fire and security precautions

**You** must take all reasonable precautions to make sure the **property** is protected and secure at all times **You** must maintain all security equipment, including all intruder alarms, fire alarms and locks, and make sure they work correctly during the **cover period**. All security equipment must be working correctly and used when the **property** is **not lived in**

If there is a legal requirement to protect the **property** with a fire alarm system or any other fire protection, **you** must make sure that these are

- maintained in line with the manufacturer's specifications and
- working correctly and used at all times

#### Flat roofs

A competent roofing contractor must inspect any flat part of the roof of the **property** at least once every 2 years. **You** must follow any recommendations made by the contractor and carry out any work needed

following the inspection. **You** must keep the inspection report

### Gas appliances

**You** must have all gas appliances at the **property** inspected annually by an engineer registered on the Gas Safety Register

**You** must have a current Landlords' Gas Safety Record (CP12 certificate) in place while the **property** is let

**You** must keep all records of inspections and all CP12 certificates for 2 years and **we** will ask to see them if **you** make a claim resulting from or connected to a gas appliance

### Increased risk

If **you** do not comply with anything explained in this cover wording that **you** must do and this causes or increases the risk of **damage, injury**, loss, death or theft or increases the amount of **damage** or loss

**We** may

- not pay all or part of a claim
- cancel your cover
- change your cover
- change your contribution
- add or change any **excess**

### Information

**You** must take reasonable care to give **us** full and accurate answers to questions **we** ask **you** when **you** apply for this **cover**, make changes to **your cover**, renew **your cover** or when **you** claim

### Interpretation

**We** use titles and headings in this cover wording to help find information. They do not affect or limit the **cover** they relate to in any way

Where any statute or statutory instrument is mentioned it includes any amendments or later legislation and any regulations made under the legislation

Where a single item is mentioned it can also mean more than one and where items are mentioned it can also mean a single item unless this does not fit the meaning or context of the wording

### Law and jurisdiction

Under United Kingdom law, **you** and **we** may choose the law that applies to this **cover**. Unless **you** and **we** agree to use a different law, the law of the part of the United Kingdom, Channel Islands or the Isle of Man **you** live in will apply to this **cover**

**You** and **we** agree that any legal proceedings between **you** and **us** about with this **cover** will take place in the Courts of the part of the United Kingdom, Channel Islands or the Isle of Man **you** live in

### Minimum security requirements

The **property** must be protected by the following locks unless **we** have agreed something different and this is shown on **your Certificate of Entry**

- final exit doors
  - a lock to British Standard BS3621 or
  - a 5-lever mortice deadlock or
  - a multipoint locking system that includes a cylinder lock or
  - an automatic rim deadlock
- French doors
  - key-operated vertical security bolts top and bottom
- sliding patio doors
  - key-operated bolts fitted internally top and bottom
- all other external doors
  - key-operated horizontal security bolts top and bottom
- ground floor and basement opening windows skylights and fanlights
  - key-operated window locks
- upper floor windows and upper floor skylights
  - key-operated window locks to all windows and skylights that can be accessed

- louvre windows
  - glass fixed with suitable adhesive
- sliding windows
  - key-operated window locks top and bottom
- domestic outbuilding doors and garage doors
  - key-operated locks or
  - a padlock to British Standard EN 12320:2001

#### No transfer

**You** cannot transfer this **cover** to any other person or legal entity unless **we** agree in writing Unless **we** agree in writing **you** will not give any other person or legal entity

- any right or
- any right to sue **us** under this **cover**
- any right to sue **us** for anything connected with this **cover**

If **we** agree to make a payment under this **cover** after transferring it **we** will be entitled to deduct from the payment any money or **contribution you** owe or may owe **us**

#### Precautions

**You** must always act as if **you** did not have this **cover**

**You** must, at **your** own expense, take reasonable precautions to

- keep the **property** and its **contents** safe and in good condition and
- prevent or minimise any **damage**, theft, loss, **injury**, accident, illness or disease and prevent death
- stop any activities that could result in a claim
- make sure that any **contents** are free from defects and can be used for what they are designed for

**You** must repair or remedy any defect or danger in the **property** or **contents** soon as **you** find it. In the meantime, **you** must take or arrange any extra precautions needed to remove or minimise the danger or prevent more **damage** or loss

#### Property not lived in

When the property is not lived in you must

- tell **us** as soon as possible
- inspect the **property** inside and outside at least once every 14 days and keep a written record of the inspections
- repair or correct any faults **you** find
- turn off all gas and oil services at the mains or supply tank
- turn off the domestic water supply at the stopcock
- close and lock all external doors and windows
- remove all keys and take them away from the **property**
- make sure all security systems, fire alarms and sprinkler systems are working and turned on
- remove all refuse, rubbish and waste materials from the **property** and any adjoining yards or spaces **you** own
- between 1st October and 30th April drain down all equipment, pipes and tanks containing water
- follow any other security or fire prevention requirements shown on **your Certificate of Entry**

If the **tenant** is away from the **property you** must keep the **property** at a minimum temperature of 15 degrees centigrade at all times

#### Survey

**We** or **our** representatives can with reasonable notice carry out a survey of the **property** and produce a survey report

Subject to the other terms of this **cover**, from the time this **cover** begins until we receive the survey report this **cover** remains unchanged. If **we** consider the survey report is unsatisfactory **we** can

- cancel your cover or
- change your cover and
- require **you** to carry out risk improvements by a certain time If **we** make changes to **your cover** or require risk improvements **you** can

- change **your cover** within 30 days from when **you** receive details of the changes from **us** in writing
- cancel **your cover** within 30 days from when **you** receive details of the changes from **us** in writing
- continue **your cover** on the new terms for the rest of the **cover period**

#### Termination of membership

If this is the only **cover you** have with **us** and **you** or **we** cancel this **cover** or **you** do not renew it **your** membership of the **Mutual** will end

#### Thatched roofs

A qualified thatcher must inspect and certify thatched roofs by the first 60 days of **cover** and then every 5 years. **You** must give **us** a copy of the inspection certificates if **we** ask for them

#### Third parties

No person or legal entity can have any rights under or connected with this **cover** from the Contracts (Rights of Third Parties) Act 1999. But this does not affect the rights of third parties that happen separately from that Act

#### Unoccupied buildings

Unoccupied buildings, or any part of a building that is unoccupied, are not included in your cover unless **you** tell **us** that they are **unoccupied** and **we** agree in writing to include them. If **you** tell **us** a **building is unoccupied we** may

- put special terms on **your cover**
- charge an extra **contribution**
- cancel any Section
- cancel **your cover**

If **we** agree to include an **unoccupied building** in **your cover**, **we** will only consider claims for that **building** if **you** comply with the conditions for Property not lived in

From the time **you** tell **us** the **building is unoccupied** until **we** tell **you our** decision, **your cover** for the unoccupied building is limited to damage caused by

- fire, lightning and explosion and
- aircraft and other aerial devices and articles dropped from them

## Fraud

#### Protecting the Mutual and its Members from fraud

Fraud is a very serious crime. Someone who deliberately does not tell the truth or does not give information that is asked for to make a gain or cause a financial loss to someone else, such as the **Mutual**, is acting fraudulently

#### Fraud and dishonest acts

To protect **us** and **our** Members from fraudsters, **we** may take serious action if anyone acts fraudulently. If all or part of a claim is fraudulent, false, dishonest or exaggerated in any way, or if anyone acts fraudulently or dishonestly to get cover

**We** may

- cancel **cover** without refunding any **contribution**
- cancel membership of the **Mutual**
- reject claims
- recover from any **money** already paid for claims, through the Courts if necessary
- tell other organisations including anti-fraud databases
- tell the police



## General exclusions

The following exclusions apply to the whole of this **cover**

### Animals and insects

**We** do not cover

- lost or injured animals, birds or fish
- **damage** by chewing, scratching, tearing or fouling to the **property, contents**, or someone else's property
- other **damage** by animals including domestic pets, except from a collision by an animal other than a domestic pet
- **damage** to the **property, contents** or someone else's property caused by insects rats, mice, squirrels, pigeons, owls, foxes, bees, wasps, hornets, moths and any other similar creatures
- **damage** to growing crops or trees
- damage, injury or death caused by a guard dog

### Breakdown

**We** do not cover mechanical or electrical breakdown or failure to any item or **damage** caused by mechanical or electrical breakdown or failure unless specifically included in **your cover**

### Confiscation

**We** do not cover financial loss, lost **rent** or **damage** caused by or resulting from

- confiscation, nationalisation, commandeering or requisition by any legal authority
- the illegal occupation of a **building**
- any public authority ordering any property to be destroyed

### Deliberate loss or damage

**We** do not cover **damage**, theft, loss, **injury** or death caused by or resulting from a deliberate, malicious or unlawful act by **you**, a director in **your business** as a landlord or anyone acting for **you**, a **tenant** or anyone lawfully at the **property**

### Electronic risks

**We** do not cover any **damage**, legal liability, financial loss or expense caused by or resulting from

- any virus or similar mechanism including
  - program code, programming instruction or any set of instructions generated to **damage**, interfere with or affect any computer programs, data files or how a computer operates
- hacking, including unauthorised access to any computer equipment or other equipment, component, system or item that processes or stores or retrieves or receives data
- denial of service attack including
  - any act or instruction generated to **damage**, interfere with or affect the availability of networks, network services, connectivity or information systems by
    - excess traffic into network addresses
    - using system or network weaknesses
    - excess or non-genuine traffic between and among networks
    - any other cause
- date recognition including
  - any computer equipment, system or software
  - product, accessory, equipment or machinery
  - that contains, connects to or uses a data processor or microchip that fails to recognise, accept, respond to, retrieve, retain or process any data containing a date or part of a date

### Fees

**We** do not cover any costs or fees for preparing or submitting a claim under any Sections

#### Gradual deterioration and normal use

**We** do not cover **damage** caused by

- anything that happens gradually
- the effect of light or the atmosphere
- corrosion, mould, dry or wet rot, fungus or shrinkage
- scratching or denting
- normal use, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing

#### Illegal activities

**We** do not cover **damage, injury** or death resulting from the **property** being used for any illegal activities

#### Indirect financial loss

**We** do not cover **damage, injury** or death that does not happen as a direct result of the incident that caused **you** to claim, unless specifically included in **your cover**

#### Not owned

**We** do not cover anything **you** do not own or are not legally responsible for

#### Pollution

**We** do not cover **damage, injury** or death caused by or resulting from

- discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gas, thermal irritant or contaminant including
- smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste in or on
- land, groundwater, surface water or coastal waters or in or on
- any structure on land, or in the atmosphere or any contamination

unless caused by

- a sudden and unforeseen event that can be identified or
- leakage from a domestic oil installation at the **property**

#### Pre-existing loss, damage or circumstances

**We** will not pay any claims for

- any **damage, theft, loss, injury** or death that happened, existed or showed any signs before the first **cover period** started or
- anything that results from or is connected to any **damage, theft, loss, injury** or death that happened, existed or showed any signs before the first **cover period** began or
- any **damage, theft, loss, injury** or death that **you** knew about, or should reasonably have known about before the first **cover period** began, that **could result** in a claim under this **cover**

#### Radioactivity and nuclear risks

**We** do not cover **damage, injury** or death caused by or resulting from

- ionising radiations or contamination by radioactivity from any irradiated fuel
- nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components
- any weapon or other device utilising radioactive material, radioactive matter, ionising radiation, atomic fission, nuclear fission, atomic fusion, nuclear fusion or other similar reaction

#### Reduction in value

**We** do not cover any reduction in the

- value of the **property** resulting from rebuilding or repairing the **buildings**
- market value of an item of **contents** resulting from its repair or restoration

#### Sonic bangs

**We** do not cover **damage** caused by or resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### Terrorism

**We** do not cover **damage** caused by or resulting from any act, threat of force or violence

- by any person or
- any group or groups of people
- acting alone or connected with any organisation

carried out for

- political, religious, ideological or similar reasons

to influence any government or to put any member of the public in fear and **damage** caused by or resulting from

- any action taken to control, prevent or suppress any act of terrorism
- the failure in the supply of gas, water, electricity or telephone services caused by an act of terrorism
- terrorism even if something covered under this cover wording happens at the same time or terrorism is involved in the sequence of the cause of any **damage**

### Thatched roofs

**We** do not cover **damage, injury** or death caused by or resulting from a thatched roof that has not been inspected and certified by a qualified thatcher in the 5 years before any **damage, injury** or death happens

### Theft

**We** do not cover anything resulting from someone using any type of payment that is counterfeit, false, forged, fraudulent, invalid or any type of payment **you** cannot recover or redeem

### War

**We** do not cover **damage, injury** or death

- caused by or resulting from or
- caused by or resulting from any action taken to control, suppress or prevent

war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

## What to do if you have a complaint

**We** always try to provide **our** Members with the very best service, but **we** recognise that **we** might not always get things right first time. If **you** are not completely happy with any aspect of **your cover** with **us** or **our** service, please let **us** know as soon as possible so **we** can try to put things right for **you**. If **you** want to make a complaint about **your cover** for any reason, **you** can let **us** know by phone or email using the usual contact details notified to **you**. Alternatively, **you** can write to **us** at:

The Retail Mutual, First Floor, Douglas House, Quarry Hill Road, Tonbridge, Kent, TN9 2RH

When **you** get in touch with **us**, **you'll** need to tell **us** your contact details including membership number, what's gone wrong and what **you** would like **us** to do to put things right. **We** will try to resolve **your** complaint within three working days, however if **we** are unable to do so, **we** will write to **you** to acknowledge receipt, advise who is dealing with the complaint and what steps are being taken. **You** will be kept fully informed of the progress of **your** complaint until it is concluded.

The mutual covers are provided by the Mutual on a discretionary basis up to the limit of the Mutual's retention. Provision of discretionary cover is not regulated by the Financial Conduct Authority and therefore there is no ultimate right of referral to the Financial Ombudsman Service.

Retail Mutual Landlord cover wording V7 20/02/2020