



# Optima Property Policy

# **OPTIMA PROPERTY**

## **RESIDENTIAL LET POLICY**

### **CONTENTS**

<b>DEFINITIONS</b>	3-4
<b>SECTION 1: BUILDINGS</b>	5-11
Extensions to Section: 1	7-8
Optional extensions to Section: 1	9
Basis of Claims Settlement	11
Automatic Reinstatement	11
<b>SECTION 2: CONTENTS</b>	12-17
Extensions to Section: 2	14-15
Optional extension to Section: 2	16
Basis of Claims Settlement	17
Automatic Reinstatement	17
<b>POLICY CONDITIONS</b>	18-20
<b>GENERAL POLICY EXCLUSIONS</b>	21-22
<b>MAKING A CLAIM</b>	23
<b>OUR CUSTOMER CARE POLICY</b>	24-25
<b>PROPERTY &amp; LEGAL HELPLINES</b>	26

# **WELCOME TO OPTIMA PROPERTY FOR RESIDENTIAL LET HOUSES**

## **A Buildings and Contents Insurance Policy from Groupama Insurances**

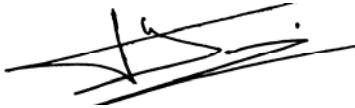
This policy is a Contract solely between The Company and You.

The facts and information that You provided and the proposal and declaration which You made forms part of this Contract.

The Schedule and any Endorsements are all part of the Policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 3 and 4 of this policy booklet.

We will insure You against legal liability, loss or damage under the Sections specified in the Schedule during any period of insurance set out in the Schedule, provided that the Conditions under which this Policy has been issued are fulfilled.

This cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when We state otherwise in the Policy.



François-Xavier Boisseau

Chief Executive Officer

### **IMPORTANT NOTE**

**PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS YOUR REQUIREMENTS.**

**IF YOU HAVE ANY QUERY PLEASE CONTACT YOUR AGENT WHOSE DETAILS ARE SHOWN IN THE SCHEDULE.**

**PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.**

Groupama House 24-26 Minories London EC3N 1DE

# DEFINITIONS

## THE COMPANY / WE / US / OUR

Groupama Insurance Company Limited.

## INSURED / YOU / YOUR

The person or persons named as policyholder(s) in the Schedule.

## FAMILY

You, Your domestic partner and other relations who permanently reside with You.

## HOME

The house or bungalow together with its garages and domestic outbuildings at the address shown in the Schedule, used for private residential purposes or let to a Tenant.

## BEDROOM

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

## BUILDINGS

The Home being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the Home.

## PERSONAL EFFECTS

Personal property which is designed to be worn or carried on or about the person.

## EXCESS

The amount of each claim You have to pay. If You make a claim under more than one section for loss or damage which happens at the same time and by the same cause We will deduct only one Excess.

## CONTENTS

### WHAT IS INSURED

1. Domestic furniture, appliances and furnishings belonging to You or for which you are responsible.
2. Televisions not exceeding £750 value in total.

### WHAT IS NOT INSURED

- *Valuables*
- *Personal Effects*
- *Money*
- *Credit Cards*
- *Pedal Cycles*
- *Swimming pool covers.*
- *Pets and livestock.*
- *Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the Home.*
- *Property more specifically insured.*
- *Bonds, bills of exchange, promissory notes and securities for Money.*
- *Property used for Business or Trade purposes*
- *Plants, trees or any growing matter.*
- *Contact or corneal lenses.*
- *Electric or motorised wheelchairs.*

## **DEFINITIONS**

### **VALUABLES**

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of You or Your Family.

### **MONEY**

Money including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

### **CREDIT CARDS**

Credit, Cheque, Debit, Charge or Cash Cards.

### **PEDAL CYCLE**

Non-mechanically propelled Pedal Cycle.

### **UNFURNISHED**

Without sufficient furniture and furnishings for normal living purposes.

### **UNOCCUPIED**

Furnished but temporarily not lived in by You or Your Family or any Tenant or any other person in the Home with Your permission.

### **STUDENT(S)**

Any person attending full time further or higher education.

### **COST OF REBUILDING**

The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.

### **INDEX LINKING – BUILDINGS**

The Sum Insured on Buildings will be adjusted monthly by the percentage movement in the House Rebuilding Cost index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the Sum Insured which will occur monthly, but the next renewal premium will be calculated on the adjusted Sum Insured.

### **TENANT**

An occupier of Your Home by virtue of a Tenancy Agreement.

### **TENANCY AGREEMENT**

A written tenancy agreement between You and the Tenant made on an Assured Shorthold Tenancy, or Short Assured Tenancy (Scotland), for an initial period of at least 3 months duration.

### **TERRITORIAL LIMITS**

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## SECTION 1: BUILDINGS

See definitions Page 3 and Page 4

### WHAT IS INSURED

Loss of or damage to the Buildings by the following causes:

---

1. Fire, Smoke, Explosion, Lightning, Earthquake;

2. Storm or Flood;

---

3. Subsidence or Heave of the site beneath the Buildings, or landslip;

---

4. Riot, Civil Commotion, Strikes, Labour Disturbances;

---

### WHAT IS NOT INSURED

- *The Excess of £100.*
- *Wet or dry rot or toxic mould.*
- *Loss or damage due to any gradually operating cause.*
- *Loss or damage to any Buildings*
  - (a) *which are not fully occupied by*
    - (i) *You or Your Family or*
    - (ii) *a Tenant who has entered into a Tenancy Agreement*
  - (b) *whilst temporarily Unoccupied or Unfurnished for a period exceeding 180 consecutive days*

- 
- *Loss or damage caused:*
    - (a) *by frost, subsidence, heave or landslip;*
    - (b) *to fences and gates.*

- 
- *Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause.*
  - *Damage caused by:*
    - (a) *the normal settlement or bedding down of new structures;*
    - (b) *the settlement or movement or made-up ground;*
    - (c) *coastal or river erosion;*
    - (d) *defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.*
  - *Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time and by the same cause.*
  - *Damage which originated prior to inception of this Policy.*
  - *Damage resulting from:*
    - (i) *demolition, construction, structural alteration or repair to the Buildings;*
    - (ii) *groundworks or excavation.*
  - *Any loss or damage where compensation is provided by contract or legislation.*
  - *The Excess of £1,000.*

## SECTION 1: BUILDINGS

See definitions Page 3 and Page 4

### WHAT IS INSURED

5. Malicious Acts;

---

6. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance;

---

7. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;

---

8. Theft or attempted theft involving forcible and violent entry or exit to or from the Building;

---

9. Leakage of oil from any fixed heating installation;

---

10. Falling trees or branches;

---

11. Falling television or radio aerials; aerial fittings, satellite dishes or masts.

---

### WHAT IS NOT INSURED

- *Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for a period of more than 90 consecutive days.*
- *Loss or damage caused by You or Your Family or any Tenant or other person lawfully in Your Home.*

- 
- *Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.*
  - *Repairs to tanks, pipes or appliances unless caused by freezing.*

- 
- *Loss or damage caused by domestic pets.*

- 
- *Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.*
  - *Loss or damage caused by any member of Your Family, any Tenant or other person lawfully in Your Home.*

- 
- *Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.*

- 
- *Loss or damage to gates or fences*
  - *The cost of removal of the tree or branch unless the damage has been caused to the Buildings by its fall.*
  - *Damage caused by felling, lopping, or topping of trees.*

- 
- *Loss or damage to the aerials, aerial fittings, satellite dishes or masts.*
-

# SECTION 1: BUILDINGS

## Extensions to section 1: Buildings

### WHAT IS INSURED

#### A. Fees and other Expenses

We will pay the reasonable costs necessarily incurred by You with Our written consent as a result of loss or damage by any of the Causes 1-11 of Section 1 of this Policy for:

- (a) architects, surveyors, legal and other fees;
- (b) the cost of clearing the site and making the Building safe;
- (c) the additional Cost of Rebuilding or repair of the damaged part of the Buildings solely to comply with any government or local authority requirements, unless You were given notice of the requirement before the loss or damage occurred.

---

#### B. Loss of Rent or Alternative Accommodation

If the Home is rendered uninhabitable as a result of loss or damage by any of the Causes 1-11 of Section 1 of this Policy we will pay up to a maximum of 20% of the Buildings Sum Insured for

- (a) loss of rent or
- (b) the necessary and reasonable alternative accommodation costs or costs of temporary storage of furniture

until the Home is again habitable and we will also pay the necessary and reasonable cost of re-letting

---

#### C. Glass or Sanitaryware

We will pay the cost or replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights or fixed sanitaryware in the Buildings, and ceramic hobs fixed to and forming part of the Home.

---

#### D. Underground Pipes and Cables

We will pay the cost of repair following accidental damage by external means to cables, underground pipes or underground tanks all servicing the Home and for which You are responsible.

### WHAT IS NOT INSURED

- Fees for preparing any claim
- Costs for complying with requirements You were notified of before the loss or damage.

- 
- The Excess of £100.
  - Any loss where any part of Your Home is Unoccupied or Unfurnished at the time of the loss or damage unless a Tenancy Agreement had been entered into prior to such loss or damage
  - Any loss once the damaged part of Your Home becomes habitable

- 
- The Excess shown of £100.
  - Damage caused after the Buildings have been left Unoccupied or Unfurnished.
  - Damage to ceramic hobs in movable cookers.
  - Damage to secondary double glazing whilst removed for any reason.
  - Malicious damage caused by You, Your Family or any person lawfully in Your Home.

- 
- The Excess shown of £100.
  - Damage caused whilst cleaning or attempting to clear a blockage.
  - Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.
-

## SECTION 1: BUILDINGS

### Extensions to section 1: Buildings

#### WHAT IS INSURED

##### **E. Your Liability to the Public**

We will pay for damages and claimants' costs and expenses which You become legally liable to pay for accidental

- (a) death of, or bodily injury to or illness or disease of any person or
- (b) accidental damage to material property up to £5,000,000 in connection with
  - (a) any one claim or
  - (b) series of claims

made against You arising out of any one event occurring during the period of insurance and incurred

- (i) solely as owner (not as occupier) of the Home or the land belonging to the Home; or
- (ii) as employer of any gardener, porter, caretaker or cleaner arising out of the course of their employment in connection with the maintenance, care or upkeep of Your Home

We will also pay the legal costs and expenses incurred with Our written consent in the defence of any claim made against You.

We will also at Your request treat any Tenant as if they were the Insured provided the Tenant complies with all the terms and conditions of this policy

#### WHAT IS NOT INSURED

- *Liability arising directly or indirectly from:*
  - (a) *any profession, business or employment other than that of Landlord in respect of the insured Home;*
  - (b) *the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);*
  - (c) *any agreement unless You would have been liable had the agreement not been made;*
  - (d) *death, injury, illness or disease of any member of Your Family or a domestic employee.*
  - (e) *loss or damage to property owned, occupied or in the direct custody or control of You, Your Family, any Tenant or any employee*
  - (f) *any incident involving a dog described in Section 1 of the Dangerous Dogs Act*
  - (g) *the transmission of any disease or virus by You, or by or to*
    - (i) *any member of Your Family*
    - (ii) *any Tenant*
- *Liability:*
  - (a) *arising more than seven years after the expiry or cancellation of Section 1 of this Policy;*
  - (b) *if You are insured under any other policy of insurance.*

# SECTION 1: BUILDINGS

## Extensions to section 1: Buildings

### WHAT IS INSURED

#### F. Your Liability to Employees

We will pay all sums which You become legally liable to pay as compensatory damages and claimants costs and expenses in respect of death, bodily injury illness or disease sustained by any gardener, porter, caretaker or cleaner arising out of the course of employment by You within the Territorial Limits in connection with the maintenance, care or upkeep of Your Home during the period of insurance. Our limit of liability shall not exceed £10,000,000 in respect of any

(a) one claim

(b) series of claims

made against You arising from any one event including all costs and expenses

### WHAT IS NOT INSURED

- *Liability for death, bodily injury illness or disease caused when any employee is being carried in, or is entering into or alighting from, any vehicle in circumstances where insurance or security is required under any road traffic legislation*
- *Liability arising directly or indirectly from the transmission of any disease or virus by You, or by or to*
  - (a) *any member of Your Family*
  - (b) *any Tenant*
- *Liability for death of, bodily injury to, or illness or disease of any member of Your Family*
- *Liability for death or bodily injury arising from lopping topping or felling of trees*
- *Liability assumed under any agreement unless You would have been liable had the agreement not been made*

#### G. Purchasers Interest

---

If You have contracted to sell the Buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to the benefit of Section1 of this Policy between Exchange of Contracts and completion of the sale provided the purchaser completes the purchase.

#### H. Non-invalidation

---

Any act or omission by a Tenant without Your knowledge and outside Your control will not affect Your rights under this policy providing You

(a) give notice to Us in writing immediately You become aware of any such act or omission and

(b) agree to any terms and conditions and pay any additional premiums required by Us

---

# SECTION 1: BUILDINGS

## Optional extension to Section 1

This cover does not apply unless the Schedule states that Accidental Damage is included

### WHAT IS INSURED

**Accidental Damage or Malicious Damage caused by Tenants to the Buildings.**

### WHAT IS NOT INSURED

- *The Excess of £250*
  - *Any amount recoverable from the Tenant up to the total amount off the initial deposit (proof of the deposit paid by the Tenant must be submitted in the event of a claim).*
  - *Any loss or damage which is insured by a policy issued to a Tenant.*
  - *Damage whilst the Buildings or any part of them have been left Unoccupied or Unfurnished for more than 90 consecutive days.*
  - *Damage caused by:*
    - (i) faulty workmanship, defective design, or the use of defective materials;*
    - (ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin;*
    - (iii) domestic pets;*
    - (iv) movement, settlement or shrinkage in any part of the Buildings;*
    - (v) movement of the land belonging to the Buildings;*
    - (vi) demolition or structural alteration or repair.*
  - *Any destruction or damage otherwise shown as not insured under Section 1 of this Policy.*
  - *Market depreciation, the cost of maintenance and redecoration.*
  - *The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.*
-

## **SECTION 1: BUILDINGS**

### **Basis Of Claims Settlement**

- (a) We will pay up to the Sum Insured for Buildings shown in the Schedule (plus any Index Linking adjustment applicable) for the Cost of Rebuilding, repairing or replacing the damaged parts of the Buildings, inclusive of any amount which may become payable under Extension A of Section 1 of this Policy.
- (b) If the Buildings are not rebuilt or repaired We will pay at Our option the difference between the market value of the Buildings prior to the loss of damage and the market value of the Buildings following the loss or damage.
- (c) If the Buildings have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (d) If at the time of any loss or damage the Sum Insured is less than the Cost of Rebuilding, We will pay the cost of repair or replacement less a deduction for wear and tear.
- (e) We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- (f) Where an item or any part thereof which is not Year 2000, or any other date compliant, suffers loss or damage covered under this Section of the Policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

### **Automatic Reinstatement**

We will not automatically reduce the Sum Insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

## SECTION 2: CONTENTS

See definitions Page 3 and Page 4

### WHAT IS INSURED

**Loss of or damage to the Contents by the following causes:**

1. Fire, Smoke, Explosion, Lighting, Earthquake;
2. Storm or Flood;
3. Subsidence or Heave of the site beneath the Buildings, or landslip;
4. Riot, Civil Commotion, Strikes, Labour Disturbances;
5. Malicious Acts;
6. Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance;
7. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;
8. Theft or attempted theft involving forcible and violent entry or exit to or from the Building;

### WHAT IS NOT INSURED

- The Excess of £100.
- Loss or damage due to any gradually operating cause.
- Loss or damage to the Contents
  - (a) unless Your Home is fully occupied by
    - (i) You or Your Family or
    - (ii) a Tenant who has entered into a Tenancy Agreement
  - (b) whilst the Buildings are temporarily Unoccupied or Unfurnished for a period exceeding 180 consecutive days

- Loss or damage to property in the open.
- Loss or damage caused by:
  - (a) the normal settlement or bedding down of new structures;
  - (b) the settlement or movement or made-up ground;
  - (c) coastal or river erosion;
  - (d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
- Damage resulting from:
  - (i) demolition, construction, structural alteration or repair to the Buildings;
  - (ii) groundworks or excavation.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Loss or damage caused by You or Your Family or any Tenant or other person lawfully in Your Home.
- Damage to the installation or appliance from which the water escapes.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Loss or damage caused by domestic pets.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.
- Loss or damage caused by any member of Your Family, any Tenant or other person lawfully in Your Home.

## SECTION 2: CONTENTS

See definitions Page 3 and Page 4

### WHAT IS INSURED

9. Leakage of oil from any fixed heating installation;

---

10. Falling trees or branches;

---

11. Breakage or collapse of television or radio aerials; aerial fittings, satellite dishes or masts.

---

### WHAT IS NOT INSURED

- *Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.*
  - *Damage to the appliance from which the oil escapes.*
- 
- *Loss or damage arising from felling, lopping, or topping of trees.*
- 
- *Loss or damage arising from erection, dismantling, repair or maintenance.*
-

## SECTION 2: CONTENTS

### Extensions to Section 2: Contents

#### WHAT IS INSURED

##### A. Temporary Removal Of Contents

We will pay for Contents lost or destroyed by any of the Causes 1-11 of Section 2 of this Policy whilst temporarily removed from the Home but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands,

- (a) up to £5,000 in respect of Contents whilst in university halls of residence or in student accommodation or otherwise
- (b) up to 20% of the sum insured for Contents shown in the Schedule.

---

##### B. Contents in the Garden

We will pay up to £500 in respect of loss or damage to the Contents by any of the Causes 1-11 of Section 2 of this Policy, occurring in the open within the boundaries of the land belonging to Your Home.

---

##### C. Public and Personal Liability

We will pay for damages and claimants' costs and expenses which You or any member of Your Family become legally liable to pay for accidental

- (a) death of, or bodily injury to or illness or disease of any person or
  - (b) accidental damage to material property up to £5,000,000 in connection with
    - (a) any one claim or
    - (b) series of claims
- made against You or a member of Your Family arising out of any one event, occurring during the period of insurance and incurred
- (i) solely as occupiers, (but not owners) of Home or the land belonging to the Home; or
  - (ii) as the owner of Contents of the Home

We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family.

#### WHAT IS NOT INSURED

- *The excess of £100*
  - *Loss or damage in a furniture depository*
  - *Loss or damage caused by storm or flood to property not in a building*
  - *Loss or damage by theft unless force and violence is used to gain entry to or exit from a building*
- 
- *The Excess of £100.*
  - *Loss or damage to plants, trees and any growing matter.*
  - *Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than 90 consecutive days.*
- 
- *Liability arising directly or indirectly*
    - (a) *from death, bodily injury, illness, disease to any member of Your Family or employee.*
    - (b) *from loss or damage to property owned by, or in the control or custody of, You or any member of Your Family or any person permanently residing with You*
    - (c) *from the transmission of any communicable disease or virus by You or any member of Your Family or by a Tenant*
    - (d) *as a consequence of any criminal act by You or any member of Your Family*
    - (e) *from any agreement unless You would have been liable had the agreement not been made*
    - (f) *from the ownership, use or possession of any:*
      - (i) *lift, caravan, aircraft or watercraft including jet skis (other than hand propelled watercraft)*
      - (ii) *mechanically propelled or assisted vehicle (other than domestic gardening machinery)*
      - (iii) *animals except domestic pets other than those listed in the Dangerous Dogs Act 1991*
      - (iv) *firearms, other than properly licensed shotguns*
    - (g) *from any profession, business or employment other than that of landlord in respect of the insured Home*
    - (h) *from any claim or other proceedings against You or Your family lodged or prosecuted in a court outside the United Kingdom*

## SECTION 2: CONTENTS

### Extensions to Section 2: Contents

#### **D. Loss of Oil and Metered Water or Gas**

We will pay up to £500 for:

- (i) the cost of oil lost from domestic heating installation following Accidental Damage to any part of the domestic heating installation;
- (ii) additional metered water or Gas charges incurred by You and resulting from any of the Causes 1-11 of Section 2 of this Policy.

- *The Excess of £100.*
- *Loss otherwise shown as not insured under Section 2 of this Policy.*
- *Loss if the Buildings have been left Unoccupied or Unfurnished for more than 90 days.*

---

#### **E. Door Locks**

We will pay up to £1,000 in respect of replacement locks for external doors to the Buildings if Your keys are stolen or lost.

- *The Excess of £100.*
- *Thefts not reported to the Police.*

---

#### **F. Non-invalidations**

Any act or omission by a Tenant without Your knowledge and outside Your control will not affect Your rights under this policy providing You

- (a) give notice to Us in writing immediately You become aware of any such act or omission and
  - (b) agree to any terms and conditions and pay any additional premiums required by Us
-

## **SECTION 2: CONTENTS**

### **Optional extension to Section 2**

This cover does not apply unless the Schedule states that Accidental Damage is included

#### **WHAT IS INSURED**

##### **A. Accidental Damage or Malicious Damage caused by Tenants to Contents when in Your Home.**

#### **WHAT IS NOT INSURED**

- (a) The Excess of £250*
  - (b) Any amount recoverable from the Tenant up to the total amount off the initial deposit (proof of the deposit paid by the Tenant must be submitted in the event of a claim).*
  - (c) Any loss or damage which is insured by a policy issued to a Tenant.*
  - (d) Loss or damage whilst the Buildings or any part of them have been left Unoccupied or Unfurnished for more than 90 consecutive days.*
  - (e) Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climactic conditions, or gradually operating cause, or any process of dyeing, cleaning, repair or alteration.*
  - (f) Damage caused by domestic pets.*
  - (g) Damage caused by mechanical or electrical fault or breakdown or misuse.*
  - (h) Damage arising from depreciation or consequential loss.*
  - (i) Any loss, destruction or damage otherwise shown under Section 2 and any Extension to Section 2 of this Policy as not insured.*
  - (j) Confiscation or detention.*
-

## **SECTION 2: CONTENTS**

### **Basis of Claims Settlement**

- (a) We will pay up to the sum insured for Contents shown in the Schedule for the full cost of replacing as new (or at Our Option We will replace as new) reinstating or repairing the lost or damaged Contents with a deduction for wear and tear made only in respect household linen.
- (b) If at the time of any loss or damage the total cost of replacing all the Contents as new, less an allowance for wear and tear for household linen, is greater than the sum insured for Contents shown in the Schedule, We will pay only that proportion of the loss which the sum insured bears to the replacement cost.
- (c) We will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (d) In the event of a claim under this policy We reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.

In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) to recent evidence of value or proof of purchase, to be produced before any payment can be considered.

- (e) Where an item or any part thereof which is not Year 2000, or any other date compliant, suffers loss or damage covered under this Section of the Policy then the basis of the claims settlement will be the market value of the item or any part thereof at the time of loss or damage.

### **Automatic Reinstatement**

The sum insured for Contents shown in this Schedule will not be reduced by the amount of any claim unless We give written notice to the contrary.

# POLICY CONDITIONS

Conditions 2, 4, 5, 9 and 11 are all conditions precedent to the liability of The Company under this policy.

## 1. Compliance with conditions

These conditions apply to all sections of the Policy and to all extensions. You and all members of Your Family permanently residing with You must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this Policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

## 2. Your duty to prevent loss or damage

- a) You and any person seeking the benefit of this Policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b) You and any person seeking the benefit of this Policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date to the Year 2000 or any other date change.

## 3. Your personal representatives

If you die, We will insure Your legal personal representatives for any liability You had previously incurred under the Policy, provided they fulfil the terms of the Policy.

## 4. Change in circumstances

You must inform Us in writing of any change in circumstances which increases the risk of loss, injury or damage. In particular You must notify Us if You change Your address or if Your Home

- (a) becomes Unoccupied or Unfurnished for more than 180 consecutive days or
- (b) ceases to be occupied by You, Your Family or a Tenant on a written tenancy agreement between You and the Tenant made on an assured Shorthold Tenancy, or Short Assured Tenancy (Scotland), for an initial period of at least 3 months duration or
- (c) undergoes any major refurbishment, alterations or extensions including removal of all or part of the roof or removal of the exterior walls of the Building.

## 5. Unoccupied or Unfurnished for in excess of 180 consecutive days

If Your Home remains Unoccupied or Unfurnished for in excess of 180 consecutive days you must inform Us immediately. Unless We agree in writing to extend the insurance (subject to the terms, conditions and payment of any additional premium required for any such extension), the insurance for Buildings and Contents will cease from the 180<sup>th</sup> day from the date Your Home became Unoccupied or Unfurnished and on request we will allow a refund for the unexpired period of insurance.

## 6. Fraud

If a claim is fraudulent in any respect all benefit under this Policy will be forfeited.

## 7. Arbitration

Where we have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by You and Us in accordance with the law in force at that time. When this happens legal proceedings cannot be started against Us until the arbitrator has reached a decision.

## 8. Other Insurances

If at the time of any loss, damage or liability arising under the Policy there is any other insurance covering the same loss, damage or liability We will pay only Our rateable proportion.

## **POLICY CONDITIONS**

### **9. Notification of a Claim**

When You become aware of a possible claim under this Policy, You must notify Us in writing as soon as reasonably possible. The Police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. You must, at Your own expense, provide Us with all the details and evidence, including written estimates and proof of ownership or value. If Your claim is for Accidental or Malicious Damage caused by Tenants you must provide proof of the deposit payment which will be deducted from the amount of the claim in addition to deduction of the Excess. Any letter of notification or any writ, summons or other legal document served on You or Your Family in connection with a possible claim must be sent to Us immediately. You must not answer any correspondence or admit, deny or negotiate any claim without Our written consent.

### **10. Company's rights after claim**

We or Our representatives will be entitled to enter any building where loss of damage has occurred and deal with any salvage, but no property may be abandoned to Us. We may conduct, in Your name and on Your behalf, the defence or settlement of any legal action and take proceedings at Our own expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this Policy.

### **11. Payment of Premium**

Where payment of premium is not made any cover provided by this Policy will be inoperative from the date such premium was due.

Where the Policy is cancelled mid term and a claim has occurred and been paid by Us during the period insurance in which the Policy is to be cancelled, refund of premiums will be made at Our discretion.

### **12. Payment of Claims**

The maximum limit placed on any benefit or indemnity of any kind payable under this Policy shall not be increased by the number of Persons or entities that may be entitled to claim contractual rights under this Policy and Our maximum liability shall not thereby be increased above the amount that would have been payable if You were the only person or entitled that was entitled to contractual rights under the Policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this Policy we shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under this Policy.

### **13. Law applicable to the Policy**

You and The Company are free to choose the Law applicable to this contract but in the absence of agreement to The contrary the Law of England and Wales will apply.

### **14. Cooling Off Period**

If the Insured decides not to proceed with this insurance within fourteen days of receipt of the Policy documents The Company will refund any premium and tax the Insured has paid subject to

- 1 the Insured notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the policy

# POLICY CONDITIONS

## 15. Cancellation

The Company may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the Insureds address last known to the Company and in such event the Company will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The Insured may cancel this Policy at any time by giving the Company written notice and in such event the Company will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the Company

### Date of notification of Cancellation

### Percentage of the current Premium plus tax returned

Within 1 month of commencement of the Period of Insurance	80%
Within 2 months of commencement of the Period of Insurance	70%
Within 3 months of commencement of the Period of Insurance	60%
Within 4 months of commencement of the Period of Insurance	50%
Within 5 months of commencement of the Period of Insurance	40%
Within 6 months of commencement of the Period of Insurance	30%
Within 7 months of commencement of the Period of Insurance	20%
Within 8 months of commencement of the Period of Insurance	10%
After 8 or more months of commencement of the Period of Insurance	0%

# GENERAL POLICY EXCLUSIONS

## What is not insured by this policy

1. Loss or destruction of, or damage to any property or any direct or indirect consequential loss, or any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;  
This exclusion does not apply to Accidents to Domestic Employees Section 2(M);
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;  
This exclusion does not apply to Accidents to Domestic Employees Section 2(M).
  - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by You or Your Family due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by You or any member of Your Family.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

5. (a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part of thereof where such loss, damage, derangement or malfunction occurs as a result of:
  - (i) A failure of that item of any part thereof to correctly recognise the date change to the Year 2000 or any other date change or
  - (ii) Computer viruses
- (b) Legal expenses or legal benefits or liability arising from (a) above

### EXCEPT

Where the loss or damage would fall to be dealt with by operation of the Causes 1 to 11 inclusive under Section 1 Buildings and Section 2 Contents of this Policy.

6. (a) Liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with
  - (i) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (ii) any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM

## GENERAL POLICY EXCLUSIONS

- (b) Loss, damage or destruction or any consequential loss resulting from loss, damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, damage or destruction by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

except to the extent

- 1 that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees
- 2 stated in the SPECIAL PROVISION – TERRORISM.

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

In any action suit or other proceedings where We allege that by reason of this Exclusion any liability, death, injury, loss, damage, destruction, cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability, death, injury, loss, damage, destruction, cost or expense is covered (or is covered beyond the Limit of Liability) shall be Yours.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

### SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of the Policy this Insurance includes loss, damage or destruction to Property Insured within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in this General Exclusion provided that:

- (i) this Policy is issued in the name of an individual or individuals
- (ii) the original Insured is not a trustee or a body of trustees that holds the Buildings under a trust
- (iii) Your main occupation / trade is not that of a Property Owner
- (iv) the Buildings are not used either partly or wholly for any business, commercial or industrial purposes
- (v) in respect of loss damage or destruction to Buildings Contents and subsequent Loss of Rent or Alternative Accommodation in total any one loss occurrence Our liability shall not exceed the Sum Insured stated in the schedule
- (vi) We will not be liable for loss damage or destruction arising directly or indirectly from
  - (a) the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
  - (b) the use or threat of use or explosion of any nuclear device or radioactive substance

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours.

## **MAKING A CLAIM**

### **Please refer to the Policy Conditions for reporting claims in particular Condition 10**

1. Check that the claim is covered by Your Policy.  
Each Section of the Policy tells You what is covered and what is not covered.  
The Basis of Settlement paragraph will tell You how the claim will be settled, provided that the Policy Conditions are fulfilled.
2. Contact Your Agent for a Claims Report Form or telephone:  
Groupama Commercial Claims Department on 0870 600 2123

NOTE: Please have Your Policy number available. If damage is serious or caused by Riot, immediate telephone contact is essential as We may need to arrange inspection of Your property by a member of Our Claims staff or an independent loss adjuster who specialise in dealing with insurance claims. We will pay his fee.

3. If You require help and advice concerning Your claim, We will be please to assist You.
4. We may well be able to settle Your claim form the information provided in Your Claim Form but We may require further information, or ask You to furnish documentation in support of Your claim.
5. Many insurers are able to secure discounts on the replacement of items.  
It is Our option whether We replace as new, reinstate, repair or pay a cash alternative.  
If You would prefer a cash alternative, We may restrict this to an amount equal to the discounted replacement price We would normally pay.  
This helps Us in controlling claims costs and ultimately premiums charged.

## **OUR CUSTOMER CARE POLICY**

**Groupama Insurances is committed to delivering the highest standards of customer care. However we realise that there may be times when things go wrong. In such circumstances please contact the Department where the issue arose by using the numbers and addresses detailed. Please quote your name, claim or policy number and the reason for your complaint. Telephone calls may be recorded.**

### **Claims**

**Commercial Insurances Claims Centre Manager  
Commercial Claims Centre  
Third Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JN  
Tel 0870 600 2123  
Fax 0870 600 2102  
Email [smeclaims@groupama.co.uk](mailto:smeclaims@groupama.co.uk)**

### **Policy Administration and Documentation**

**Operations Manager  
Groupama House  
60 Spring Gardens  
Manchester  
M60 1HU  
Tel 0870 850 0123  
Fax 0870 850 0885  
Email [sme@groupama.co.uk](mailto:sme@groupama.co.uk)**

### **Our Commitment to You**

- We will make sure all the information we give you will be clear and accurate.
- We will always try to be fair and reasonable whenever you need the protection of this policy.
- We will also act promptly to provide that protection.

# **OUR CUSTOMER CARE POLICY**

## **If things go wrong**

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- To acknowledge a formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

## **Groupama Insurances**

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chairman & Chief Executive, at:

**Groupama Insurances**  
**Groupama House**  
**24-26 Minories**  
**London EC3N 1DE**  
**Tel 0870 850 8510**  
**Fax 020 7264 2860**

## **Financial Ombudsman Service**

If you are still unhappy following receipt of our final response you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:

**The Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**  
**Tel 0845 080 1800**

## **Financial Services Compensation Scheme**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

If you take any of the action mentioned above, it will not affect your right to take legal action.

## **PROPERTY & LEGAL HELPLINES**

**If Section 1: Buildings or Section 2: Contents is operative under this Policy this free service is available to You any time during the day or night whilst Your Policy remains in force.**

### **Property Helpline: 0117 934 0190**

If you have a domestic Emergency in Your Home, such as burst pipe, blocked drain, broken window or building damage, contact the helpline number above and DAS will arrange help or repairs.

DAS will not accept responsibility if the Helpline Service is unavailable for reasons they cannot control.

If You require help telephone the 24 hour number shown above and provide Your name and Policy number which is shown in Your Schedule and they will aim to:

- (a) advise You of immediate action that can be taken to protect You and Your Home;
- (b) arrange for an Emergency Services Contractor to carry out immediate repairs;
- (c) indicate to You the approximate call-out and hourly labour charges which will be required by the Contractor. You will be responsible for these charges but the charges may be recoverable if the loss or damage is covered under this Policy.

Helpline services are provided by DAS Assistance Limited. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls.

Neither We nor DAS are responsible for any liability arising directly or indirectly in respect of repairs, parts, advice or service provided by the DAS, their Agent or any person acting on their or Our behalf.

### **Definitions**

#### **EMERGENCY**

An unforeseen circumstance which if not rectified promptly would:

1. Damage Your Home;
2. Cause unreasonable discomfort, risk, or difficulties for You or Your Family;
3. Render the Home unsafe or insecure.

### **Legal Helpline: 0117 934 0190**

DAS will give You and Your Family confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

You should telephone the number above quoting Your name and Policy number, which is shown in Your Schedule.

### **Major Emergency**

Emergencies which may result in serious damage or danger to life and limb should be reported immediately to the Public Supply Authority, or in the case of difficulty the Public Emergency Services. Suspected gas leaks should always be reported to the Local Gas Authority.