

Policy booklet

Landlord insurance



HALIFAX

Welcome

Thank you for choosing Halifax landlord insurance underwritten by St Andrew's Insurance plc, to protect your property and its contents.

Your policy booklet, policy schedule and Insurance Product Information Document include everything you need to know about your insurance cover and how to make full use of the services and benefits of Halifax landlord insurance.

We relied on the answers you gave to the questions that you were asked when you took out the policy. You must tell us if any of your answers change during the insurance period. If you don't tell us about any changes, we may have the right to refuse any claims made after the change happened or to treat your policy as ended from the date of the change meaning that you won't be covered after that date.

Please refer to the 'Changes you must tell us about' section on page 35 for full details.

If you need to make a claim, you can be sure that we'll deal with it quickly, fairly and efficiently. If you need help, all our helplines are listed on the right.

Important telephone numbers

Claims, amendments or general information

 **0345 602 3645**

Please have your policy or claim number to hand. Lines are open Monday to Friday 8am–6pm and Saturday 9am–1pm.

Legal expenses

 **0345 602 7293**

Home emergency

 **0345 602 7291**

A 24 hour service that provides help with domestic emergencies, for example, a burst pipe.

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Words with special meanings

Certain words have a special meaning. These words appear in bold in the policy conditions.

We explain these special meanings below.

Please note that Home emergency and Legal expenses have their own words with special meanings. Please see the Home emergency and Legal expenses sections of cover.

Accidental damage

Damage caused by a single external event which is sudden and unexpected and which is neither inevitable nor deliberate.

British Isles

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

Buildings

The **property** and its fixtures and fittings, garden, patios, terraces, footpaths, swimming pools, ornamental ponds, solar panels, wind turbines, tennis courts, drives, walls, fences, hedges and gates, which are at the address named in **your** policy schedule. It does not include the **contents** of the **buildings** or the services extending to or from the **buildings**.

Contents

Carpets, curtains, interior sun blinds, light fittings, fridges, freezers, washing machines, tumble driers, dishwashers, microwave ovens, gas and electric cookers and meters, garden machinery and television and radio aerials and their fittings and masts.

If **you** have told **us** that the **property** is furnished, **contents** also include domestic furniture and furnishings (including **high risk items**), telephones and fixtures and fittings.

These items are **contents** only if they:

- Belong to **you** or **you** are legally responsible for them; and
- Are in the **property**; and
- Are named in a copy of the **property's** Inventory/Schedule of Condition, which **you** or **your** letting agent and **your tenant** have both signed at the start of the tenancy and which pre-dates the loss or damage.

Contents does not include any of the following:

- Anything owned by or the legal responsibility of **your tenant**; or
- Obsolete analogue aerials following the digital switchover; or
- Swimming pool covers; or
- Mobile phones; or
- Musical instruments; or
- Anything more specifically insured by another policy; or
- Anything used for any trade, professional or business purposes other than in connection with **you** letting the **property** (any items purchased or manufactured as part of a trade, profession or business and detailed in the accounts of such trade, profession or business will be treated as being used for trade, professional or business purposes, irrespective of any domestic use they may have).

Domestic employees

People employed by **you** to work within the boundaries of the **property** doing domestic duties, who are legally resident in the **United Kingdom** and for whom **you** pay employee's national insurance contributions.

Excess

The first part of any claim which **you** have to pay. **We** show the **excess** amounts in **your** policy schedule.

Extended contract

A policy for which the **insurance period** extends beyond 12 months. Cover dates are shown on **your** policy schedule.

Heave

Expansion of the ground beneath the **buildings**.

High risk items

Televisions, video and audio equipment and pictures and paintings.

Insurance period

The period during which **you** have insurance cover. This is shown in **your** policy schedule.

Landslip

Rapid downward movement of sloping ground due to its slippage.

Property

The private dwelling and its outbuildings at the address named in **your** policy schedule together with its garages, all detailed in the deeds of the **property** and let for residential purposes.

For the definition of 'Property' relating to Home emergency cover, please see 'Words with special meanings' on page 18.

Rebuilding cost

The cost of rebuilding the **buildings** in the same form, size, style and condition they were immediately before the insured event including:

- The cost of complying with local authority and other statutory requirements;
- Architect's, surveyor's and legal fees; and
- Clearing debris, demolition and making the **buildings** safe.

Sanitary ware

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

Settlement

Downward movement of the ground beneath the **buildings** due to the weight of the **buildings**.

Storm

A period of violent weather defined as:

- strong winds with gusts of at least 55mph, sometimes accompanied by rain; and/or
- hail or snow of such intensity or weight that it causes damage to hard surfaces or breaks glass.

We will take into consideration the condition of **your property**. A **storm** can highlight damage rather than cause it and damage that happens gradually through wear and tear or due to lack of maintenance is not covered. Rain alone is not a **storm**.

Subsidence

Downward movement of the ground beneath the **buildings** not due to the weight of the **buildings**.

Tenant

An occupier of the **property** or any part of the **property**, either managed direct by **you** or through a letting agent, and let under either:

- An assured shorthold tenancy; or
- A short assured tenancy; or
- An assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988 or any amending legislation. It does not include:

- A person seeking asylum in the **United Kingdom**; or
- A person funding rent through the benefits agency; or
- A sub-tenant; or
- A person who is sharing with another person unless: that other person is their spouse, civil partner or the person (whether or not of the same sex) with whom they are permanently cohabiting in a marriage-like relationship or their children (including adopted and foster children); or **we** agree otherwise.

United Kingdom

England, Scotland and Wales.

Unoccupied

When the **property** is not let to a **tenant** or when it is let to a **tenant** but it is not lived in by that **tenant** for more than 30 days in a row.

Vermin

Animals or insects that are destructive in their natural behaviour or considered pests or nuisances, including but not limited to rodents, weasels, squirrels, flies and cockroaches.

We/us/our

For all cover under **your** policy except Home emergency cover, Legal expenses cover and Loss of rent cover, this is St Andrew's Insurance plc.

For Home emergency cover, this is AWP Assistance UK Ltd trading as Allianz Global Assistance who administer this cover on behalf of AWP P&C SA.

For Legal expenses cover and Loss of rent cover, this is DAS Legal Expenses Insurance Company Limited.

You/your

The person or people named as the policyholder or policyholders on **your** policy schedule.

Your family

Your spouse, **your** civil partner or the person (whether or not of the same sex) with whom **you** are permanently cohabiting in a marriage-like relationship, children (including adopted and foster children) and relatives who normally live with **you**.

Claims

Making a claim

When making a claim, **we** ask **you** to follow these steps:

1. Check this policy booklet, **your** latest policy schedule and **your** latest Insurance Product Information Document which gives details of what is covered. Please also read the detailed claims procedures and conditions that are set out here.
2. Please consider that a claim may affect **your** No Claims Discount entitlement and/or the policy terms at **your** next renewal. Therefore it may be in **your** interests to balance this against the amount **you** are claiming, particularly if it is a relatively small amount.

3. Ring one of the following claim numbers as soon as possible and provide details of what has happened:

To report a home emergency claim and receive emergency assistance, ring the 24 hour emergency helpline **0345 602 7291**.

To report a legal expenses or loss of rent claim, ring the Eurolaw legal helpline on **0345 602 7293**.

To report any other type of claim, ring **0345 602 3645**.

4. When **you** ring one of the claim numbers, please have the following information ready:
 - **Your** name and the **property's** postcode
 - **Your** policy number (this can be found on **your** policy schedule)
 - An indication as to the nature of the claim.
5. The claim handler will register the claim from the details **you** provide and tell **you** what to do next.

Claims conditions

There are certain conditions **you** must keep to as **your** part of the contract, failure to adhere to these may affect **your** claim, and/or cover.

If asked, **you** must provide an explanation of the cause of the loss or damage, proof of ownership and value for any item and any written estimates and quotations that **you** have received. Examples of proof of ownership are the original receipt, operating manual, remote control or valuation.

You must not admit fault if **you** are accused of causing injury or damage. Send all documents unanswered and without delay to Halifax, General Insurance Services Ltd, Claims Department, Tredegar Park, Newport, South Wales, NP10 8SB unless **we** tell **you** otherwise.

If **you** are a victim of theft, attempted theft, malicious damage, arson or riot, **you** must tell the police immediately and ask for a crime number.

You cannot leave the responsibility for any **property** to **us**.

If **we** need to get into the **buildings**, **you** and/or **your tenant** must make access reasonably available.

You must not dispose of any damaged items because this could affect **your** claim.

You must not settle, reject or negotiate any claim without **our** written permission.

We may at **our** expense and in **your** name take any steps necessary to enforce **your** rights against any other person either before or after **we** pay a claim.

If asked, **you** must give **us** details of any previous insurance covering the **buildings** or **contents**.

If there is any other insurance covering the same loss or damage, **we** will only pay **our** share of any claim.

You must substantiate **your** claim as requested by **us**. When requested, **you** must at **your** own expense provide **us** with all reasonable details and evidence, including:

- Written estimates and quotations.
- Proof of ownership and value.
- The cause of the loss or damage.

You must give **us**, and pay for, all the information **we** reasonably ask for about any claim.

You must help **us** to take legal action against anyone **we** ask **you** to.

Settling claims

This section details how **we** settle claims under **your** policy.

We will only pay for loss or damage caused by the insured events listed under 'we will cover you for' within this policy booklet.

The most **we** will pay for any one event or series of events is the amount shown in **your** latest policy schedule or **your** latest Insurance Product Information Document. For example, the most that **we** will pay for a claim for loss of or damage to **contents** in outbuildings is the limit specified in **your** latest policy schedule and **your** latest Insurance Product Information Document, no matter how much they are worth.

We will deduct all relevant **excesses** from the figure agreed between **you** and **us** to settle **your** claim.

We will apply all relevant **excesses** to each separate insured event even if **we** deal with more than one insured event under a claim.

In settling **your** claim **we** will not pay for the cost of replacing or changing any undamaged item, or part of an item, which forms part of a set or any other item of a uniform nature, colour or design unless **you** have taken out the optional matching of items cover and this is shown in **your** policy schedule.

If there is any disagreement about a claim, please see **our** complaints procedure.

Buildings cover

When **we** settle a claim under **buildings** cover, **we** will NOT:

- Pay for the cost of complying with building regulations, local authority or other statutory requirements, if a notice of the need to comply with any of them was served on **you** before the damage happened or if the notice relates to undamaged parts of the **buildings**; or
- Pay any loss of value resulting from replacement or repair of damage to the **buildings**.

Repair will be made using a suitable modern equivalent material, wherever possible.

If the repair or replacement cannot be economically carried out **we** will pay the decrease in market value of the **buildings** due to the damage. **We** will not pay for more than it would have cost to repair the damage to the **buildings** if the repair work had been done without delay, subject to the consent of the mortgage lender where there is a mortgage on the **property**.

You must follow **our** instructions as to the order in which any work is done, including any improvements **you** wish to make at the same time.

Where **you** have a mortgage on the **buildings**, **your** mortgage lender may have the right to take over **your** claim and to ask **us** to pay any claim monies directly to them rather than **you**. If **we** are satisfied that the lender has the right to ask **us** to do this, **we** will negotiate with the lender and pay the claim amount to the lender.

Contents cover

When **we** settle a claim under **contents** cover:

- **We** can either repair or replace any item or make a money payment instead.
- **We** will pay the cost of replacement as new if available or otherwise the nearest equivalent less any discounts obtainable.
- If an item is irreplaceable, **we** will base **our** payment on expert opinion of its value immediately prior to its loss or damage.

If asked, **you** must provide proof of ownership and value for any item and any written estimates and quotations that **you** have received. Examples of proof of ownership are original receipt, operating manual, remote control or valuation.

If **you** want to upgrade the quality of an item for which **you** are making a claim, **our** suppliers will try to accommodate this. The additional cost will be **your** responsibility but **you** will benefit from any discounts arranged by **us**.

We will only pay for the cost of replacing or repairing any of **your contents** which are named in a copy of the **property's** Inventory/Schedule of Condition, which **you** and the **tenant** have both signed at the start of the tenancy and which pre-dates the loss or damage.

Matching of items cover

If **you** have made a successful claim under **your Buildings** and/or **Contents** cover for an item, or part of an item, which forms part of a set or any other article of a uniform nature, colour or design and have matching of items cover, **we** will pay for the cost of replacing or changing any associated undamaged item, or part of an item, when a replacement of or reasonable match for the lost or damaged item cannot be obtained.

On settlement of **your** claim, if **we** ask, **you** must give **us** any damaged or undamaged items for which the claim has been accepted.

Legal expenses cover and Loss of rent cover

We will:

- Support **you** by negotiating for **your** legal rights resulting from any of the events **we** cover under Legal expenses cover and Loss of rent cover; and
- Help **you** in making or defending an appeal (for all the events **we** cover); and
- Pay the **costs and expenses**.



Work guarantee

We guarantee all claims related work done by **our** approved contractors for 12 months from the date of completion.

Cover

Locks and keys cover

You must pay all relevant **excesses** for any claim made under Locks and keys cover. The general exclusions apply to any claim made under Locks and keys cover.



We will cover you for: 	We will not cover you for: 
<p>The cost of:</p> <ul style="list-style-type: none">• Replacing the keys;• Changing parts of the locks; and• Replacing the locks <p>of the property if you or your tenant lose the keys to the property or if the locks of outside doors, safes or alarms to the property suffer accidental damage.</p>	<p>Replacing locks when only the parts need changing.</p> <p>Damage caused by weather.</p>

Liability cover

You must pay all relevant **excesses** for any claim made under liability cover. The general exclusions apply to any claim made under liability cover.

We will cover you for: 	We will not cover you for: 
<p>1. Your legal responsibility for damages and costs for:</p> <ul style="list-style-type: none">• Accidental death, disease, illness or physical injury to anyone other than you, a member of your family or any of your domestic employees;• Accidental damage to physical property other than your property or that of a member of your family or any of your domestic employees; <p>which occurs during the insurance period and for which you are legally responsible:</p> <ul style="list-style-type: none">• As owner or landlord (but not as occupier) of the buildings; or• As owner or bailee of your contents within the property (a bailee is a person who temporarily gains possession, but not ownership, of goods or other property); or• As an employer to any of your domestic employees. <p>Any associated defence costs and expenses but only if incurred with our written consent.</p>	<p>Any liability resulting from you, any of your family or any of your domestic employees being treated for or passing on any disease or virus.</p> <p>Any liability resulting from your or any of your family's employment, trade, business or profession, other than:</p> <ul style="list-style-type: none">• The letting of the buildings, or any part of the buildings, for residential purposes; or• As an employer of a domestic employee. <p>Any liability resulting from the ownership or use of:</p> <ul style="list-style-type: none">• Lifts, motorised or mechanically propelled or assisted vehicles including go-karts, jet skis, go-peds, scooters, children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs), pedal cycles or wind turbines;• Trailers, trailer tents or caravans;• Aircraft of any type including models such as drones; or• Boats or watercraft of any type (other than rowing boats).

Liability cover continued

We will cover you for: 	We will not cover you for: 
	<p>Any liability for accidental death, disease, illness or physical injury to anyone caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 or any amending legislation. This legislation imposes restrictions in relation to specific types of dog and sets out offences for failing to keep dogs under proper control.</p> <p>Any liability under an agreement, unless you would have been liable anyway.</p> <p>Any liability covered by any other policy.</p> <p>Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.</p> <p>Loss of or damage to any property in your care, custody or control.</p>
<p>2. Your legal responsibility as owner or landlord (but not as occupier) of a building previously owned and let by you for residential purposes and insured by us for damages and costs for:</p> <ul style="list-style-type: none"> • Accidental death, disease, illness or physical injury to anyone other than you, a member of your family or any of your domestic employees; • Accidental damage to physical property other than your property or that of a member of your family or any of your domestic employees; <p>that arises under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, which sets out your legal duty of care for faulty work carried out by you or for you on any property you previously owned in the United Kingdom.</p> <p>Any associated defence costs and expenses incurred with our written consent.</p>	<p>The exclusions from cover listed under paragraph 1 of liability cover.</p> <p>Any liability for a building previously owned and let by you for residential purposes in which you still hold legal title or have an interest.</p> <p>Any liability for an incident which happens more than seven years after the last day the building previously owned and let by you was insured by us.</p>
<p>3. Solicitors' fees incurred by you with our written consent for representing you at a Coroner's inquest or fatal accident enquiry in the United Kingdom resulting from one or more of the insured events listed in paragraphs 1 and 2 of liability cover as landlord of the buildings.</p>	



If **you** die, cover under paragraphs 1 and 2 of Liability cover is transferred to **your** legal personal representative(s) as long as they follow the terms and conditions of the policy.

Buildings cover


Your policy schedule will show whether the **buildings** are covered under **buildings** cover.

You must pay all relevant **excesses** for any claim made under **buildings** cover.

The general exclusions apply to any claim made under **buildings** cover.

<p>We will cover the buildings for sudden and unexpected loss or damage caused during the insurance period by: </p>	<p>We will not cover the buildings for: </p>
<p>1a. Fire, explosion, lightning or earthquake.</p> <p>1b. Smoke.</p>	<p>Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.</p>
<p>2. Storm.</p>	<p>Loss or damage caused by frost.</p> <p>Loss or damage to fences, gates and hedges.</p> <p>Loss or damage caused by wind turbines.</p> <p>Loss or damage caused to or resulting from the failure of a flat felt roof which is more than 10 years old.</p>
<p>3. Flood.</p>	
<p>4a. Water freezing in any fixed water or heating systems.</p>	<p>Loss or damage caused while the buildings are unoccupied.</p> <p>The costs of replacing any part of any fixed water or heating systems not damaged by freezing water.</p>
<p>4b. Escape of water from any domestic appliance and fixed water installations or from the services extending to or from the property.</p>	<p>The cost of repairing the domestic appliance, fixed water installation or services itself.*</p> <p>Loss or damage caused while the buildings are unoccupied.</p> <p>Loss or damage where the escape of water causes or was caused by subsidence or heave of the land on which the buildings stand or by landslip.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</p> <p>Loss or damage caused by failure or lack of sealant and/ or grout.</p> <p>Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.</p> <p>*Note: If there has been accidental damage to the services, please see paragraph 14 of buildings cover.</p>

Buildings cover continued

<p>We will cover the buildings for sudden and unexpected loss or damage caused during the insurance period by: </p>	<p>We will not cover the buildings for: </p>
<p>5. Oil escaping from a fixed heating system.</p>	<p>The cost of repairing the fixed heating system itself.</p> <p>Loss or damage caused while the buildings are unoccupied.</p> <p>The cost of removing or replacing any part of the buildings to find and repair the source of the escape of oil.</p>
<p>6. Riot or civil commotion.</p>	
<p>7. Malicious damage.</p>	<p>Loss or damage caused while the buildings are unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in any part of the buildings.</p>
<p>8. Theft or attempted theft using force and violence to get into or out of the buildings.</p>	<p>Loss or damage caused while the buildings are unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in any part of the buildings.</p>
<p>9. Falling trees or branches, lamp posts, telegraph poles or pylons.</p> <p>We will also cover the costs of removing the fallen part of any tree, branch, lamp post or pylon which caused damage to the buildings.</p>	<p>The costs of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to the buildings.</p>
<p>10. Subsidence or heave of the land on which the buildings stand or landslip.</p>	<p>Loss or damage caused by solid floors moving unless the foundations of the outside walls of the property are damaged by the same cause and at the same time.</p> <p>Loss or damage caused as a result of the normal settlement and/or bedding down of new structures.</p> <p>Loss of or damage to gardens, patios, terraces, footpaths, swimming pools, ornamental ponds, solar panels, wind turbines, tennis courts, drives, walls, fences, hedges or gates unless the property is damaged by the same cause and at the same time.</p>
<p>11. Falling radio and television-receiving aerials (including satellite dishes), their fittings and masts.</p>	
<p>12. Any part of the buildings being hit by a vehicle, train or aircraft of any type including models such as drones, or anything dropped from any of them, or an animal.</p>	<p>Loss or damage caused by domestic pets.</p>
<p>13. Forced access to the buildings by any of the emergency services to deal with a medical emergency or to prevent damage to the buildings.</p>	

We will also cover you during the insurance period for: ✓

14. The costs for which **you** are legally responsible of repairing **accidental damage** caused during the **insurance period** to underground drains, pipes, cables, tanks or drain inspection covers which are used to provide services to or from the **property**.

15. The rent which **your tenant** would have paid to **you** during any period for which **your tenant** cannot live in the **property** because of one or more of the insured events listed in paragraphs 1 to 14 of **buildings** cover.

16. Trace and access.

If the **buildings** of the **property** are damaged due to escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems, **we** will pay the reasonable cost of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good. This includes the reinstatement of any drive, fence or path removed or damaged during the search.

The most **we** will pay for any one event is £5,000.

17. A person buying the **property** for any loss or damage which is covered under paragraphs 1 to 14 of **buildings** cover which happens between the date of exchange and the date of completion/conclusion of missives.

We will not cover you for: ✗

The cost of clearing a blockage which has not resulted from physical damage to any drains, pipes, cables or tanks.

The costs for which **you** are legally responsible of repairing **accidental damage** caused by:

- **Subsidence** or **heave** of the land on which the **buildings** stand or by **landslip**; or
- Ground movement.

Any loss of rent if the **property** was not occupied by a **tenant** immediately before the insured event giving rise to the claim.

Any loss of rent arising from **your tenant** leaving the **property** without giving **you** notice.

Any loss of rent arising from any part of the **property** that is used for anything other than domestic accommodation.

Any loss of rent once the **property** can be lived in again.

Any share of the rent or any other expenses payable to a letting agent.

The costs that **you** and **your tenant** would have paid while **your tenant** was living in the **property**, such as ground rent, the cost of food and drink, fuel bills or council tax.

If **you** cannot claim under paragraphs 1 to 14 of **buildings** cover, **you** cannot claim under this paragraph.

Damage occurring when the **property** is **unoccupied**.

The cost of repairing the domestic appliance, fixed water installation or heating system itself.

Damage occurring when the **property** is **unoccupied**.

Loss or damage which is covered by other insurance held by the person buying the **property**. The exclusions from cover listed in paragraphs 1 to 14 of **buildings** cover.

Contents cover

Your policy schedule will show whether **your contents** are covered under **contents** cover.

You must pay all relevant **excesses** for any claim made under **contents** cover.

The general exclusions apply to any claim made under **contents** cover.



We will cover the contents for sudden and unexpected loss or damage caused during the insurance period by: 	We will not cover contents for: 
1. Fire, explosion, lightning or earthquake.	Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
2. Smoke.	
3. Storm.	Loss or damage caused by the failure of a flat felt roof which is more than 10 years old.
4. Flood.	
5. Escape of water from any domestic appliance and fixed water installations.	<p>The cost of repairing the domestic appliance itself.</p> <p>Loss or damage caused while the property is unoccupied.</p> <p>Loss or damage where the escape of water was caused by subsidence or heave of the land on which the property stands or by landslip.</p> <p>Loss or damage caused by failure or lack of sealant and/ or grout.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</p> <p>Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.</p>
6. Oil escaping from a fixed heating system.	Loss or damage caused while the property is unoccupied.
7. Riot or civil commotion.	
8. Malicious damage.	<p>Loss or damage caused while the property is unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in any part of the buildings.</p>
9. Theft or attempted theft using force and violence to get into or out of the property.	<p>Loss or damage caused while the property is unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in any part of the property.</p> <p>Theft or attempted theft from a communal area.</p>

We will cover the contents for sudden and unexpected loss or damage caused during the insurance period by: 	We will not cover contents for: 
10. Subsidence or heave of the land on which the property stands or landslip .	Loss or damage caused by solid floors moving unless the foundations of the outside walls of the property are damaged by the same cause and at the same time. Loss or damage caused by the normal settlement and/or bedding down of new structures.
11. Falling trees or branches, lamp posts, telegraph poles or pylons, radio and television-receiving aerials (including satellite dishes), their fittings and masts.	The costs of removing any tree, branch, lamp post, telegraph pole or pylon.
12. Any part of the property being hit by a vehicle, train or aircraft of any type including models such as drones, or anything dropped from any of them, or an animal.	Loss or damage caused by domestic pets.
13. Contents outside the property on land which is within the boundaries of the buildings caused by any of the insured events listed in paragraphs 1 to 7 and 10 to 12 of contents cover.	Loss or damage caused while the property is unoccupied . The exclusions from cover listed in paragraphs 1 to 7 and 10 to 12 of contents cover also apply to the cover under this paragraph.
We will cover you during the insurance period for: 	We will not cover you for: 
14. The costs of temporary storage of contents only for as long as the property is uninhabitable because of one or more of the insured events listed in paragraphs 1 to 12 of contents .	If you cannot claim under paragraphs 1 to 12 of contents cover, you cannot claim under this paragraph.
15. The loss of metered water, oil or liquid petroleum gas caused by any of the insured events listed in paragraphs 1 to 12 of contents cover.	The exclusions from cover listed in paragraphs 1 to 12 of contents cover.

Matching of items cover

Your policy schedule will show whether **you** are covered under matching of items cover for either the **buildings, contents** or both.

The general exclusions apply to any claim made under matching of items cover.

We will cover you for: 	We will not cover you for: 
<p>The cost of replacing or changing any associated undamaged item, or part of an item, when a replacement of or reasonable match for the lost or damaged item cannot be obtained, where you have made a successful claim under your Buildings and/or Contents cover for an item, or part of an item, which forms part of a set or any other article of a uniform nature, colour or design.</p> <p>On settlement of your claim, if we ask, you must give us any damaged or undamaged items for which the claim has been accepted.</p>	The exclusions from cover listed in buildings cover and contents cover.

Home emergency cover

This section only applies if **you** have chosen to include Home emergency cover as part of **your** policy – this is shown on **your** policy schedule.

Your Home emergency cover provides assistance if **you** or **your** family have a **home emergency** and **you** phone the Home emergency helpline. **You** must communicate **your home emergency** within 48 hours of discovery. **We** will arrange to deal with the **home emergency** by choosing a **tradesperson** to come to **your property** and carry out any repairs that are necessary as a result of that **home emergency**. It is not designed to provide assistance for normal day to day maintenance.

Full details of the cover offered are set out below.

Don't forget it is important that **you** also refer to the 'Words with special meanings', 'Conditions and General exclusions' which apply to the whole policy – you can find these on pages 4-6, 27-29 and 30-32.

The insurance provided in respect of Home Emergency cover in this section has been arranged by Halifax General Insurance Services Limited and is underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd.

Words with special meanings relating to your Home emergency cover

Whenever the following words appear in bold in this section of cover they will always have these meanings.

Beyond economic repair	The point at which our tradesperson considers the repair costs (taking into account the parts and labour required) to be more than the value of the boiler. The value is based on its date of manufacture, type and make and whether or not replacement parts are still available.
Emergency/emergencies	A sudden and unforeseen domestic situation which, if not dealt with quickly, will: <ul style="list-style-type: none">• make your property unsafe or insecure;• damage, or cause further damage to your property or its contents;• result in your property losing its main source of heating, lighting or water.
Multi-occupancy property	A building, part of which is your property where there is shared responsibility for all or part of the amenities and structure, for example a maisonette, apartment or flat.
Period of cover	Cover begins from the cover start date shown on your policy schedule and continues for 12 months as long as your premium has been paid. Cover will finish immediately on the end date as shown on your policy schedule or immediately if the policy is cancelled by you or us .
Primary heating system	The main heating system in your property including a domestic boiler (a boiler that produces a power output of up to 150,000 British Thermal Units/44 kilowatts). This includes both the central heating and/or hot water systems and extends to:

	<ul style="list-style-type: none"> • the programmer; • the central heating pump; • thermostats (but not smart/internet connected thermostats); and • radiators. <p>Please note that we do not cover any form of solar heating or non-domestic central heating boilers and associated systems.</p> <p>Your central heating boiler should be properly installed and repaired, in accordance with the manufacturer's recommendations and serviced and maintained at least every 24 months.</p> <p>Written confirmation of your last boiler service may be required in the event of a claim.</p>
Property	The private property that you own and let out to tenants under a tenancy agreement, the address of which is shown as the insured property on your policy schedule. Please note there is no cover for garages or outbuildings which cannot be accessed by an internal door from the main property .
Reimbursement basis	Subject to our prior agreement and on receipt of the engineer/installer/supplier/ tradesperson's fully itemised invoice, we will pay you up to £500 including VAT as a contribution to a repair which you will arrange yourself. This will be in full and final settlement of your claim.
Sanitary Ware	Wash basins and pedestals, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
Services	Underground cables, pipes, drains, tanks and their inspection covers serving your property and for which you are legally responsible.
Tradesperson/tradespersons	A qualified person approved and instructed by us to provide domestic emergency repair services.
We/our/us	AWP Assistance UK Ltd trading as Allianz Global Assistance who administer this cover on behalf of AWP P&C SA.

General Conditions – Home Emergency

We will act in good faith in all **our** dealings with **you**.

1. **We** will only pay the benefits under this policy if **you** contact **us** first within 48 hours of discovering the **emergency**.
2. **We** will make reasonable attempts to find a suitable **tradesperson**, as long as the service is not affected by:
 - poor weather conditions;
 - industrial disputes (official or not);
 - failure of the public transport system (including the road network); and
 - other circumstances that prevent access to **your property** or otherwise make it impractical to offer the service.
3. If **you** need more than the cover provided by this Home Emergency cover, **we** will still offer **you** help up to the policy limits, but **you** will have to pay the extra costs direct to the **tradesperson** when they provide the service.

4. **You** will be responsible for the **tradesperson's** call-out charges if:
 - having asked for help, **you** are not at the **property** when the **tradesperson** arrives;
 - the only reason the **primary heating system** was not working, was because **you** did not light it, turn it on or failed to adjust the time or temperature controls.
5. **We** shall be entitled to:
 - refuse to help if **your property** or services have not been maintained in a safe or serviceable condition;
 - decide on the most appropriate way of providing help, although **we** will take into account **your** wishes whenever possible; or
 - settle **our** part of the claim if **you** have any other insurance covering the same loss or damage.
6. **We** will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If **you** ask that better parts are fitted, **you** will have to pay the extra cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents, supplying spare parts.



General Exclusions – Home Emergency

The following exclusions apply to the whole of **your** Home Emergency cover:

1. Any **emergency** arising from circumstances known to **you** before the start date of **your** policy.
2. Costs **we** have not authorised. Always phone **us** first.
3. Routine maintenance of equipment, supplies or services in **your property**.
4. Repairs to any system, equipment or facility which has not been installed or

repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturer's or designer's fault.

5. Any wilful act by **you**, or something **you** fail to do that causes an **emergency**.
6. Claims that happen when **your property** is left unoccupied for more than 30 days in a row.
7. Claims arising from the interruption, failure or disconnection of public services to **your property** (including the electricity, water or gas supply), however they are caused.
8. Claims arising as a result of wear and tear.
9. Any destruction or damage to any property or loss or any legal liability caused by or arising from:
 - radioactive contamination;
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power;
 - riot, violent disorder, civil commotion, strikes or labour disturbances; or
 - pollution or contamination of any kind.
10. Any loss, cost or expense that is not directly caused by the event that led to **your** claim.
11. The removal of asbestos, unless necessary to be able to make the repairs covered by this policy.
12. Any permanent repairs that should more specifically relate to a home insurance claim.
13. **Your property** being used for business purposes (other than clerical work).
14. Any claim relating to domestic appliances.
15. Replacing or making permanent repairs to paths or driveways, which have had to be removed to deal with the **emergency**.

What is covered: 	What is not covered: 
<p>We will:</p> <ul style="list-style-type: none"> • Provide initial advice to you; • Arrange for a tradesperson to attend your property; • Pay up to £1,000 in total (including VAT) for each emergency claim incident, towards labour costs (including call out charges, materials and parts required to effect emergency repairs in your property and overnight accommodation); <p>We will only provide this cover if the emergency happens during the period of cover and it is caused by one or more of the following:</p>	<p>In addition to the following exclusions, please refer to the General conditions and General exclusions that also apply.</p>
<p>Primary heating system</p> <ul style="list-style-type: none"> • Complete failure or breakdown of either the heating and/or hot-water supply provided by the primary heating system. • If your boiler is beyond economical repair or replacement parts are no longer available, we will also pay up to £500 in total (including VAT) towards the labour and parts to replace the boiler, once we receive confirmation that the boiler has been replaced. 	<ul style="list-style-type: none"> • Central-heating fuel tanks. • Energy management systems, including smart/internet connected thermostats. • Any form of solar heating, under floor heating system (not including the supplying boiler and controls) and any non-domestic central heating boiler and associated system. • Boilers not installed or repaired in accordance with the manufacturer's recommendations. • Claims where you cannot provide written evidence that the primary heating system has been serviced within the last 24 months. • Claims for re-lighting boilers or resetting/adjusting the timing or temperature controls. • Cost of repairing a boiler that is beyond economical repair. • We will not re-attend a boiler repair that has previously been deemed to be beyond economical repair. • De-scaling or any work arising from hard water scale deposits. • Replacing boilers, heaters, water tanks, hot water cylinders or radiators. • Refilling the heating system with additives. • Claims that are covered by a current manufacturer's guarantee. • The repair or replacement of flues.
<p>Plumbing and drainage</p> <p>Failure of, or damage to, the plumbing or drainage system which will result in water damage inside your property.</p> <p>This includes:</p> <ul style="list-style-type: none"> • burst pipes; • overflowing water tanks; • blocked waste outlets (including toilets); and • blocked drains. 	<ul style="list-style-type: none"> • Cesspits, septic tanks and associated fittings. • Blocked toilets and drains not causing water damage inside your property. • Unblocking a toilet if you are still able to use another functioning toilet in your property. • Replacing water tanks, hot-water cylinders, radiators or sanitary ware. • Water escape from internal plumbing where the water is escaping safely down a drain. • Water escape from external plumbing that is not causing damage inside your property. • Claims relating to pipes or drains that are shared as part of a multi-occupancy property.

What is covered: 	What is not covered: 
<p>Electricity supply</p> <ul style="list-style-type: none"> Complete failure or breakdown of the electricity supply system within your property. 	<ul style="list-style-type: none"> Any failure in supplying electricity to the main fuse box of your property. Partial failure of the internal electricity supply or where only an intermittent fault exists. This includes where a single socket is not working or where there is no lighting in one room in your property.
<p>Roofing</p> <ul style="list-style-type: none"> Damage to the roof of your property making it no longer watertight. 	<ul style="list-style-type: none"> Flat roofs. Claims relating to roofs that are shared as part of a multi-occupancy property.
<p>Security and glazing</p> <ul style="list-style-type: none"> Failure of, or damage not caused by you to, outside locks, doors or windows which means that your property is no longer secure. 	<ul style="list-style-type: none"> Any matters relating to security alarms. Any deliberate damage caused by you or your tenant. Damage caused by an authorised tradesperson gaining access to your property. Replacing keys that have been lost, stolen or damaged. Claims relating to doors or glazing that are shared as part of a multi-occupancy property. Damage to windows over two storeys high, which require external access.
<p>Pests</p> <ul style="list-style-type: none"> If you need to remove rats, mice or squirrels or the treatment and removal of cockroaches, wasps or hornets nests from your property. 	<ul style="list-style-type: none"> More than two infestations during the period of cover. Re-infestation where you have failed to follow our advice. Removal of insect or animal nests from outbuildings.
<p>Gutters and downpipes</p> <ul style="list-style-type: none"> The downpiping and guttering has either failed or been damaged. 	<ul style="list-style-type: none"> Blockage or water escape from outside your property that is not causing damage inside your property. Claims relating to gutters or downpipes that are shared as part of a multi-occupancy property.
<p>Uninhabitable accommodation cover</p> <ul style="list-style-type: none"> If your property is uninhabitable as a result of an emergency, we will pay up to £250 in total (including VAT) for overnight accommodation and the cost of transporting your tenant there. <p> You will be responsible for paying the costs of the accommodation and reclaiming the money back from us within 30 days of the emergency by providing the appropriate receipts.</p>	<ul style="list-style-type: none"> Claims that we have not authorised.

How to make a claim on your Home Emergency cover

It is vital that **you** follow these steps to get help and claim the benefits available from **your** Home Emergency cover if there is an **emergency** that is covered by this policy:

- Stay calm. If the **emergency** involves escaping water or electrical faults, turn off the mains supply immediately if it is safe to do so. Major **emergencies** which could potentially result in serious damage or injury must be immediately notified to the public supply authority and/or the emergency services.

If **you** suspect a gas leak call the National Gas Emergency line on **0800 111 999**. Gas leaks are not covered under this policy.

In an emergency

Call this number first:



0345 602 3645

Monday to Friday 8am–6pm and
Saturday 9am–1pm.

Or use the 24-hour Home emergency
helpline:



0345 602 7291

It is important to remember that **you** must phone and advise **us** within 48 hours of discovering the **emergency**. Please do not make any arrangements yourself as **we** cannot refund any costs if **you** do not get **our** prior authorisation.

Give **us** as much information as possible about what has happened, so **we** can give **you** advice and arrange the most appropriate help for **you**.

We will arrange for an approved **tradesperson** to come to **your property** and deal with **your emergency**. If the **emergency** is listed under 'What is covered', **we** will arrange to pay the **tradesperson's** fees (up to the limits of this policy) direct to the **tradesperson**.

You will be responsible for any extra costs, which may or may not be covered by **your buildings** and **contents** insurance policy. If the **emergency** is not listed under 'What is covered', **you** must pay all the **tradesperson's** fees.

We must approve overnight accommodation first. Please send any receipted invoices, including **your** policy number within 30 days of the **emergency** to: Halifax Home Emergency, Claims Department, 102 George Street, Croydon CR9 6HD.

Legal expenses cover

Your policy schedule will show whether **you** are covered under Legal expenses cover.

The general exclusions apply to any claim made under Legal expenses cover.

DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts on behalf of DAS Legal Expenses Insurance Company Limited. DAS Law Limited, Registered in England and Wales No. 5417859, Registered Office: North Quay, Temple Back, Bristol BS1 6FL. Authorised and regulated by the Solicitors Regulation Authority.

Words with special meanings

Certain words have a special meaning. These words appear in bold in the policy conditions. The words defined on pages 4-6 and below, apply to Legal expenses cover.

Costs and expenses	Legal costs All reasonable and necessary costs chargeable by the representative on a standard basis. We also pay the costs incurred by opponents in civil cases if you have been ordered to pay them, or pay them with our agreement.
Date of occurrence	For civil cases, the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, the date of occurrence is the date of the first of these events. For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the criminal law in question.
Hotel expenses	Up to £75 a day to cover the cost of accommodation for a maximum of 30 days.
Representative	The lawyer or other suitably qualified person, who has been appointed to act for you in accordance with the terms of this section.
Territorial limit	England, Scotland and Wales.

We will cover you for:



1. **Your** legal rights after an event which causes physical damage to the **property**. The amount in dispute must be more than £1,000.
2. **Your** legal rights in trying to get possession of the **property** that **you** have let. **You** must be trying to get possession under:
 - Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988; or
 - Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988.

You must give **your tenant** the correct notices telling him or her that **you** want possession of the **property**.

3. **Your** legal rights to evict anyone in the **property** who has not got **your** permission to be there.
4. **Your** legal rights to recover any rent **your tenant** owes to **you** for the **property**.
5. To defend **your** legal rights if an event arising from **you** letting the **property** leads to **you** being prosecuted in a criminal court.

We will cover you under legal expenses cover only if:



- The **date of occurrence** of the insured incident is during the **insurance period** and within the **territorial limit**; and
- Any legal proceeding will be dealt with by a court or other body in the **territorial limit** and to which **we** agree; and
- For civil claims, it is more likely than not that **you** will recover damages (or obtain any other legal remedy to which **we** have agreed) or will make a successful defence.

We will only pay the **legal costs** charged by a **representative** appointed in accordance with the general conditions set out below.

For all insured incidents, **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

We will pay **hotel expenses** while **you** try to get a possession order for the **property** so **you** can live in it.

Exclusions

The general exclusions apply to any claim made under Legal expenses cover.
The following exclusions relate only to claims made under Legal expenses cover.

We will not cover you for:



1. Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.
2. Any **legal costs** that are incurred before **we** agree to pay them.
3. Any disagreement with **your tenant** when the **date of occurrence** is within the first 90 days of the first **insurance period** of legal expenses cover and the tenancy agreement started before the start of that first **insurance period**.
4. Any disagreement with any person other than **your tenant** or someone in the **property** without **your** permission to be there if the **property** is part of a building which contains five or more apartments or flats.
5. Any claim relating to registering rents, reviewing rents, buying the freehold of the **property** or any matter which relates to rent tribunals, rates tribunals, land tribunals or rent assessment committees unless **you** are defending an action brought against **you** by **your tenant**.
6. Any claim to do with someone legally taking the **property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on the **property** by any government or public or local authority unless the claim is for accidental physical damage to the **property** caused by any of the above.
7. Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to the **property** caused by any of the above.
8. Any claim relating to **subsidence**, mining or quarrying.
9. Any claim relating to the **settlement** payable under an insurance policy.
10. Judicial review.
11. Fines, damages or other penalties which **you** are ordered to pay by a court or other authority.
12. Any disagreement with **us** other than one described in paragraph 17 of the conditions.
13. Any legal action **you** take which **we** or the **representative** have not agreed to or where **you** do anything that hinders **us** or the **representative**.

Conditions

You must keep to the following conditions that relate only to Legal expenses cover:

1. **You** must:
 - Keep to the terms and conditions of this cover.
 - Take reasonable steps to keep any amount **we** have to pay as low as possible.
 - Try to prevent anything happening that may cause a claim.
 - Send everything **we** ask for, in writing.
 - Give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2. **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time before a **representative** is appointed. **We** can negotiate any claim on **your** behalf.
3. If **we** agree to start legal proceedings, or if there is a conflict of interest, **you** can choose a **representative** by sending **us** the **representative's** name and address. **We** may choose not to accept the choice of **representative**, but only in exceptional circumstances. If there is a disagreement over the choice of **representative**, another **representative** can be appointed to decide the matter (see paragraph 17 of the conditions).
4. Before **you** choose a **representative**, **we** can appoint a **representative**.
5. A **representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
6. **We** will have direct contact with the **representative**.
7. **You** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
8. **You** must give the **representative** any instructions that **we** ask for.
9. **You** must tell **us** if anyone offers to settle a claim.
10. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
11. **You** must not negotiate or agree to settle a claim without **our** approval.
12. **We** may decide to pay **you** the amount of damages that **you** are claiming or is being claimed against **you** instead of starting or continuing legal proceedings.
13. If **we** ask, **you** must tell the **representative** to have **legal cost** taxed, assessed or audited.
14. **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
15. If a **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
16. If **you** stop a claim without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once.

17. If **we** cannot agree with **you** about the choice of **representative**, or about the handling of a claim, **we** can both agree to choose a lawyer to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with **you** about the choice of lawyer, **we** will ask the Chair of the Solicitors Regulation Authority to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
18. **We** can cancel Legal expenses cover at any time as long as **we** tell **you** at least 14 days beforehand.
19. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Legal expenses cover did not exist.

Loss of rent cover

Your policy schedule will show whether **you** are covered under Loss of rent cover.

If **you** are covered for loss of rent, the following wording will be added to insured incident 2 of the cover section under Legal expenses cover:

Any rent **your tenant** owes **you** up to vacant possession under a tenancy as defined in this paragraph provided that:

- a. such arrears occur during the **tenant's** occupation of the **property**;
- b. **we** shall not be liable for:
 - i. more than 12 monthly payments
 - ii. the first calendar month's rent owed to **you**
- c. **we** shall be entitled if **we** so desire to take over and conduct in **your** name the defence or settlement of any claim for loss or damage or otherwise and shall have full discretion in the conduct of proceedings or in the settlement of any claim. **You** will give **us** all such information and assistance as **we** may require.

Minimum standards of practice

If **you** are covered for Loss of rent cover **you** must:

1. Not allow an adult **tenant** into possession other than on the basis of an already completed written tenancy agreement duly signed by all parties;
2. Ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the **tenant** prior to the grant of the tenancy;
3. Prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last five years against the proposed **tenant** by name;
4. Prior to the grant of any tenancy obtain a minimum of three satisfactory references from at least the **tenant's** employer, a Credit Reference Agency and one other referee. If any doubts as to the integrity or financial standing of the **tenant** are expressed in any reference or there is a lack of response to any enquiry, to obtain **our** approval prior to commencement of the letting. On the making of any claim **you** should be in a position to forward not only copies of the notices to **us** but also copies of the letters requesting the same. **You** shall not allow any **tenant** into occupation until the first month's rent and the dilapidation deposit payment have been cleared in the managing agent's

bank account (or alternatively cash has been received);

5. Ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings;
6. Ensure that all pre-agent notices and pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice;
7. Prepare prior to the grant of the tenancy, a detailed inventory allowing space for comments to be made as a condition of the items in the inventory on check in and comments to be made later on check out of the premises;
8. Conduct regular inspections of the **property** (by reference to such inventory) at no less intervals than every six months;
9. As soon as possible after a **tenant** has checked out or has otherwise vacated the premises, prepare a detailed Schedule of Dilapidations;
10. Keep clear, up-to-date rental records;
11. Ensure that where a **tenant** makes payment of arrears of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the **tenant** is a limited company the **representative's** advice must be taken before any arrears of rent are accepted;
12. Ensure that any claims submitted to **us** shall be accompanied by **our** fully completed claims form prescribed for the time being otherwise to comply or to ensure compliance with all terms of the policy and any endorsements to it for the time being in force and be submitted to **us** within 90 days of the rent falling into arrears;
13. Reply promptly to any request by **us**, or the **representative**, for information and if requested by any of these parties to send the originals of any document;
14. Send a letter threatening legal action within 45 days of rent falling into arrears; and
15. Contact the **tenant** at the **tenant's** place of employment within 28 days of any rent falling into arrears.

General exclusions

You are not covered under **your** policy for any of the following:

Compensation

Any loss, damage or liability for which **you** are covered by any compensation provided by legislation.

Non-insured loss

Any costs beyond the cost of replacing damaged **property** or repairing the damage to the **property**, for example any loss in value which may occur as a result of loss or damage or any costs incurred to acquire a new **tenant**.

Criminal activity

Any loss, damage or liability caused by **your** or **your family's** criminal activity or that of **your tenant**.

Defects

Any loss or damage caused by or from poor workmanship, poor design or faulty materials.

Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately or wilfully by **you** or any of **your family**, a **tenant** or person visiting the **property** with **your** or **your tenant's** permission.

Employment, trade or business profession

Any loss, damage, liability, cost or expense of any kind caused by, resulting from or in connection with **your** or any of **your family's** employment, trade or business profession other than:

- In **your** capacity as landlord of the **property**; or
- As an employer of a **domestic employee** for the purposes of paragraph 1 of Liability cover.

Failure of computers or electrical equipment

Any loss, damage or liability caused by:

- Any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or
- Computer viruses.

Misuse of alcohol or drugs

Any loss, damage or liability caused by the misuse of alcohol or **you** or any of **your family** or **your tenant** being under the influence of alcohol or drugs (except those prescribed by **your** or their registered medical practitioner, but not when prescribed for the treatment of drug addiction).

Non-approved costs

Any costs incurred without **our** written permission.

Occupation by someone other than a tenant

Any loss, damage, liability, cost or expense arising when someone other than a **tenant** is lawfully living in the **property**.

Pollution or contamination

Any claim or expense of any kind resulting from pollution or contamination which:

- Was a result of an intentional act; or
- Was expected or should have been expected; or
- Was not sudden; or
- Started or already existed outside any **insurance period**; or
- Was from industrial business.

Prior loss, damage or liability

Any loss, damage or liability (including distortions to the **buildings** such as a sloping floor or leaning wall) that happened before **your** cover began. If **you** have bought **buildings** cover as part of **your** mortgage application, cover is provided for **buildings** from exchange of contracts/conclusion of missives up to completion.

Radioactive contamination

Any loss or damage caused by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

Tenant liability for loss or damage

Any loss or damage caused by **your tenant** for which **your tenant** is legally responsible under the terms of a signed tenancy agreement.

Terrorism

Any loss, damage, liability, cost or expense of any kind, caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uninsurable risks

Any loss or damage caused by:

- Wear and tear; or
- Decay; or
- Demise; or
- Depreciation; or
- Wet rot or dry rot, unless this was caused directly by any event insured under this policy; or
- Fungus, woodworm, beetle, moth, insects or **vermin**; or
- Mechanical or electrical fault or breakdown; or
- Any process of cleaning, dyeing, renovating, altering, re-styling, repair or restoring; or
- Anything which occurs gradually, or deteriorates over a period of time or has reached the end of its useful life; or
- Detention or confiscation by HM Revenue & Customs or any official body; or
- River or coastal erosion; or
- Any demolition, alteration or repair to the **buildings**; or
- The actions of chemicals on, or the reaction of chemicals with, any materials which form part of the **buildings**.

War risks

Any loss or damage caused by any sort of war, invasion or revolution.

Your claims cost

Your costs of preparing, proving, agreeing or negotiating **your** claim.

Your policy

Your policy includes:

- **Your** policy booklet;
- **Your** latest policy schedule;
- Any endorsements to **your** policy; and
- **Your** latest Insurance Product Information Document.

We relied on the answers **you** gave to the questions that **you** were asked when **you** took out the policy. **You** must:

- Read **your** policy and make sure it covers **you** for the sort of losses **you** think might happen;
- Make sure that **your contents** are insured and covered for an amount which will allow **you** to replace them; and
- Make sure that **you** understand the conditions and exclusions which apply to **your** policy. If **you** do not meet these conditions it may affect any claim **you** make.

Your policy does not cover everything. For example, it does not cover wear and tear or the cost of maintenance. The items and events which are not covered by **your** policy are described:

- In the general exclusions section;
- For specific exclusions, in each section of cover where **we** state that **we** will not cover **you**.
- There are limits on the amount covered under each paragraph of each section of **your** policy for any single event or series of events. **We** list these limits in **your** latest policy schedule and/or **your** latest Insurance Product Information Document.

Every time **we** or **you** make a change to **your** policy **we** will send **you** a new policy schedule.

You will be able to tell from **your** policy schedule whether **you** have an **extended contract** because **your insurance period** will be more than 12 months. In that case, special terms and conditions will apply together with those set out in **your** policy booklet. **We** will give **you** a copy of these special terms and conditions which **you** should keep with **your** policy booklet. If there is any difference between the two, these special terms and conditions will apply.

Insurers

All cover except Home emergency cover, Legal expenses cover and Loss of rent cover is provided by St Andrew's Insurance plc.

St Andrew's Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Financial Services Register number 202932.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority (FCA's) website www.fca.org.uk or by contacting the FCA on **0800 111 6768**.

St Andrew's Insurance plc is registered in England and Wales number 3104671. Registered Office: 33 Old Broad Street, London, England EC2N 1HZ.

St Andrew's Insurance plc is a member of the Association of British Insurers (ABI) and Financial Ombudsman Service (FOS).

Home Emergency cover is underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD. AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority. AWP P&C SA is authorised by L'Autorité de Contrôle Prudentiel et de Résolution in France and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority, are available from us on request.

Legal expenses cover and Loss of rent cover are provided by DAS Legal Expenses Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Financial Services Register number 202106.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on **0800 111 6768**.

DAS Legal Expenses Insurance Company Limited is a member of the Association of British Insurers (ABI) and Financial Ombudsman Service (FOS). Registered in England and Wales No 103274. Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH, United Kingdom.

DAS Law Limited is listed on the Financial Conduct Authority register to carry out

insurance mediation activity, including the administration of insurance contracts on behalf of DAS Legal Expenses Insurance Company Limited. DAS Law Limited, Registered in England and Wales No. 5417859, Registered Office: North Quay, Temple Back, Bristol BS1 6FL. Authorised and Regulated by the Solicitors Regulation Authority.

Fraud

The contract between **you** and **us** is based on mutual trust and **we** rely on the honesty of **our** policyholders. If **you** or anyone acting for **you** knowingly or recklessly:

- Provides information to **us** that is not true in order to obtain cover or cover at a lower premium or on better terms; or
- Provides information or documentation to **us** that is fraudulent or dishonestly exaggerates a claim; or
- Otherwise acts or behaves fraudulently in relation to **your** policy;

then cover under the policy will end from the date of the fraudulent act and **we**:

- will not pay any part of a fraudulent or exaggerated claim;
- will not pay any claims arising after the date of the fraudulent act;
- will retain any premium **you** have paid;
- may recover any payments made to **you** or on **your** behalf and any costs and expenses incurred in respect of a fraudulent claim, whether these payments were made or costs and expenses incurred before or after the fraudulent act;
- may recover any payments made to **you** or on **your** behalf for any other claims arising after the fraudulent act.

Your duties as a landlord

You must ensure that **you** comply with all regulations and legislation relating to **your** duties as a landlord, including but not limited to the following:

- All gas appliances must be inspected and serviced at least once a year by an engineer on the Gas Safety Register. A Gas Safety Registered engineer must also carry out all repairs and maintenance.
- Before the **property** is let out for the first time, a qualified electrician must inspect all electrical wiring and appliances. An inspection must be carried out at least every five years.
- All plugs must be fitted with a safety sheath, the correct fuse and be appropriately fitted to the appliance.
- **You** must keep records of all checks and work that has been carried out.
- **You** must ensure that any furniture and furnishings **you** supply meet the requirements set out in The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended), which set levels of fire resistance for upholstered furniture.
- **You** must give **your tenant** all relevant instruction manuals.

We may reduce a claim payment or refuse a claim for any loss, damage or liability caused by **your** breach of any of these duties.

Changes you must tell us about

You must tell **us** if any of the answers **you** gave to the questions **you** were asked when **you** took out **your** policy change during the **insurance period**. Specifically, **you** must tell **us** before any of the following:

- **You** are going to change **your** correspondence address.
- The number of bedrooms is going to change or a garage or extension is added to the **property**.
- The **property** is to become **unoccupied** for more than 30 days in a row.
- There will be a change to **your tenant**.
- Part of the **property** is to be used for any business purpose.

You must also tell **us** as soon as possible if:

- **You** or **your tenant** are convicted of a criminal offence (other than for motoring offences) during the **insurance period**.
- Any new **tenant** who moves in to the **property** during the **insurance period** has any criminal convictions (other than for motoring offences).
- **Your property** is not in a good state of repair. Examples of when a **property** is not in a good state of repair are incomplete building works, rot, damp, mould, infestation, faulty wiring, inadequate plumbing and roof/chimney damage.

Because **we** can change **your** terms or cover to reflect a change from when it happens, it is very important that **you** tell **us** about a change before it happens or as soon as **you** know about it. Once **you** have told **us** about a change, **we** will let **you** know whether **we** can continue **your** cover and, if **we** can, the terms on which it will continue.

If any of the above changes happen during the **insurance period**, **we** can do one or more of the following to take account of the change:

- Treat **your** policy as ended from the date of the change meaning that **you** will not be covered after that date.
- Apply different terms to **your** policy from the date of the change to take the change into account, for example **we** may exclude certain cover from the date the change happened.
- Refuse a claim made after the change or reduce the claim payment.
- Increase or decrease **your** premium.

Unoccupancy

We will apply a higher **excess** to any claim which arises when the **property** is **unoccupied**. This is detailed in **your** latest policy schedule.

If the **property** is **unoccupied**, **you** or **your** agent must inspect the **property** externally and internally at least every 14 days to make sure that:

- The gas, electricity and water supply is turned off at the mains and the system drained (unless the heating is maintained at an air temperature of at least 10°C/50°F).
- All external doors are able to be locked by a key from inside and out and are securely locked.
- All outbuildings, garages, accessible windows (including those accessible from adjacent roofs or walls) and patio doors are securely fastened and locked with key operated locks.
- The **buildings** and areas surrounding the **buildings** are free from fuel and waste materials.

You must keep a record of all inspections.

We may reduce a claim payment or refuse a claim for any loss, damage or liability caused by **your** breach of any of these requirements.

Preventing loss

If **you** do not:

- Give **us** full details of any event which may result in a claim under **your** policy as soon as is reasonably possible; or
- Give **us** all information and assistance that **we** may reasonably require; or
- Take every reasonable precaution to prevent or minimise any loss, damage, accident or injury, or keep the **buildings** insured by this policy in a good state of repair,

then **we** may reduce a claim payment or may refuse a claim.

Paying premiums

You must pay the premium for each **insurance period**.

You can choose to pay the premium in full or in monthly instalments by whichever method **we** notify to **you**.

If **you** pay premiums for this policy by monthly Direct Debit to **your** bank account and **we** do not receive a monthly premium payment when it is due, this could result in **us** cancelling **your** policy. Cancellation of this policy will take effect from the date it is paid up to.

We will not cancel **your** policy immediately. In the event that **we** do not receive a monthly Direct Debit payment, **we** will advise **you** accordingly and re-submit the unpaid amount for payment. If **your** monthly payment is still not made, **we** will write to **you** for the amount due.

Renewal

We will write to **you** at the end of every **insurance period**. **You** must regularly check **your** policy details to ensure that **your** policy still meets **your** needs.

As part of **our** commitment to **you**, **we** review **our** home insurance products on a regular basis so **we** can continue to deliver value for money and ensure the best quality. This may from time to time involve changing one of the insurers or the terms and conditions of **your** cover on renewal.

You agree that **we** may change an insurer on renewal without seeking **your** permission to do so.

If **we** offer to renew **your** policy automatically, **you** give **us** permission to do so on the basis of the renewal premium and policy conditions, details of which **we** will send **you** before the renewal date. If **you** do not wish **us** to do this, **you** can call **us** to let **us** know before the renewal date.

We may review **your** past claims history before offering to renew **your** policy. Following this review, if **we** offer to renew **your** policy, **we** may offer **you** a different type or level of cover at renewal. If **we** do not wish to offer to renew **your** policy **we** will confirm this to **you**.

Ending your policy

If **you** or **we** cancel **your** policy and the **buildings** are subject to a mortgage **you** must ensure **you** arrange cover for the **buildings** to meet the requirements of **your** mortgage lender.

Your right to cancel

Your policy is an annual contract of insurance, unless **you** have an **extended contract**.

You can cancel **your** policy by writing to **us** or by calling **us**.

If **you** cancel within the first 14 days' **your** premium will be refunded in full, unless **you** have made a claim. If **you** have made a claim, **your** premium will be refunded after the deduction of an amount to reflect the period of cover **you** have received. This 14 day period starts on the day **you** receive **your** policy documents or the day **your** policy starts, whichever is the later.

You can cancel at any other time by giving **us** 30 days' notice and **we** will refund any premium **you** have paid for the rest of the **insurance period**, provided it is more than £5.

Our right to cancel

We can cancel **your** policy by giving **you** 14 days written notice at **your** last known address if:

- There is any change in risk occurring which increases the risk under **your** policy and which **we** are unable to insure;
- There is any event or circumstance outside **our** control that increases the risk under **your** policy that **we** could not have reasonably foreseen;
- **You** use threatening or aggressive language, violence or aggressive behaviour against **our** staff, contractors or property; or
- **You** fail to provide **us** with information **we** have requested that is relevant to **your** policy or any claim.

If this happens, **we** will refund any premium **you** have paid for the rest of the **insurance period** unless there is evidence of fraud.

Your policy can also end as set out in the 'Changes you must tell us about', 'Paying premiums' and 'Fraud' wording on pages 34-36.

Transferring your interest

You can transfer **your** interest in this policy to someone else as long as **you** get **our** written permission first.

Use of language

Your policy will be written in English and all communications will be in English.

The law that applies to your policy

This policy is governed by the law that applies to the part of the **British Isles** where the **property** is situated. Any dispute regarding this policy will be dealt with exclusively by the courts in that part of the **British Isles**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. Contact them at www.fscs.org.uk or call them on **0800 678 1100**.

Complaints

We are committed to providing you with a first class service. We aim to resolve all issues at first contact, however we want to know if you encounter problems. Please contact us in the first instance and have your policy or claim number to hand.

Tel: **0345 602 3645**.

Alternatively, you can write to:

Halifax General Insurance Services Ltd
Customer Care
Tredegar Park
Newport
South Wales
NP10 8SB

If your complaint relates to Home emergency cover write to:

Customer Support,
Allianz Global Assistance,
102 George Street,
Croydon
CR9 6HD

Telephone: **020 8603 9853**

email: customersupport@allianz-assistance.co.uk

If your complaint relates to Legal expenses cover:

Customer Relations Department
DAS Legal Expenses Insurance
Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

If you are still not satisfied with the way we have handled your complaint, your matter can be referred to the Financial Ombudsman Service (FOS). They can be contacted on:

Tel: **0800 023 4567** (calls to this number are normally free for people ringing from a “fixed line” phone – but charges may apply if you call from a mobile phone); or

Tel: **0300 123 9123** (calls to this number are charged at the same rate as **01** or **02** numbers on mobile phone tariffs).

Write to:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Contacting FOS will not affect your legal rights

Helpful advice

The following few tips will help protect you, your tenants and the property and make sure that should anything happen, you are as well prepared as possible.

These tips do not provide an authoritative interpretation of the law, so you should consult your Local Authority Council for further information on your legal obligations as a landlord. The Government also produces a guide for landlords.

These tips are for guidance and advice only. They do not form part of your policy or contract of insurance.

Tenant check list

- Consider using a letting agent. They can be the simplest way to ensure that the property is maintained, rent is collected and all legal issues are carried out correctly.
- If you are not using an agent:
 - Draw up a tenancy agreement, which has been reviewed by a solicitor and ensure all relevant parties sign it.
 - Ask for and check your tenant's references. Using a tenant credit referencing service will also help make sure you get the right tenant.
 - Request a copy of your tenant's driving licence, passport or other proof of identity.
 - Advise your tenant to take out insurance to cover their belongings.
 - Provide your tenant with written procedures telling them who to contact if there is an emergency so you can be made aware and action any repairs.
 - Draw up an inventory, noting any damage and supply your tenant with a copy signed by you and your tenant.
- Leave a copy of instructions for any appliances at the property.
- Label stopcocks, fuses in fuse box, switches in the boiler and the cut off points for gas, water and electricity. We also recommend you point these out to your tenant when they move in.

Fire safety

- All soft furnishings such as sofas, armchairs, cushions and bedroom furniture must comply with fire safety standards and be made from fire resistant materials. New furniture should have a permanent label to show that it meets with the Fire Safety Regulations.
- Ask your tenant to report faulty equipment or problems immediately and take prompt action to see repairs are made.
- Make sure that smoke alarms are fitted, in working order and the batteries are replaced once a year. We recommend you fit mains operated inter-connected smoke alarms on each floor. This is a legal requirement on all new residential properties built after June 1992. You should also show your tenant where the smoke detectors are and ensure they know how to operate and test them.
- Supply and maintain fire extinguishers and/or fire blankets for the property.
- Supply carbon monoxide detectors.
- Leave the contact number for the gas supplier in a visible place in case your tenant suspects there is a gas leak.
- Your tenants should be aware of all escape routes and make sure that exit routes are clear and easily accessible in an emergency.

Health & safety

- Ensure that gas and electrical appliances are checked and maintained in a good working order and that gas appliances meet with Gas Safety Regulations. By law you must:
 - Ensure maintenance and annual safety checks are carried out to gas appliances, fittings and flues provided for the tenant's use by an engineer on the Gas Safety Register.
 - Keep a record of each safety check for two years and issue a copy to the tenant within 28 days of each annual check and to any new tenant before they move in.
 - Ensure that the electrical system and any electrical appliances that you supply such as cookers, kettles, toasters, washing machines and immersion heaters are safe to use.
- You are required by law to look after the structure of the property. Make sure the following are in good order:
 - The structure and exterior of the property such as walls, floors and window frames, drains, gutters and external pipes, steps from the street and garden paths, water and gas pipes and electrical wiring, basins, sinks, baths and toilets, fixed heaters and water heaters.
- When entering the property, you should under normal circumstances always ask for your tenant's permission and give at least 24 hours' notice.

Security

- Keep all your receipts and invoices in a safe place and take copies.
- Consider fitting exterior security lights to the property.
- Fit deadlocks or key-operated security bolts to all external doors and close and lock all windows and doors when the property is unoccupied.
- Fit a good quality, approved alarm (British Standard BS4737) and make sure your tenant knows how to use it and that it is activated when the property is unoccupied.
- Where the property is furnished, mark your high risk items like televisions and DVD players. Use a security marker pen that can be read under ultra violet light to record your name and postcode on each item.

Winter precautions

- Lag pipes to provide extra protection against frozen pipes bursting in winter.
- Check the loft insulation is thick enough and in good condition (a depth of at least 6 inches or 150mm is recommended).
- If the property is unoccupied during the winter months, either ensure the system is drained or leave the heating on to maintain an air temperature of at least 10°C (50°F).

Do you need extra help?

If you'd like this in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service (available 24 hours a day, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at halifax.co.uk/accessibility/signvideo

Halifax Landlord Insurance is underwritten by St Andrew's Insurance plc. Registered in England and Wales No. 3104671. Registered Office: 33 Old Broad Street, London, EC2N 1HZ. Legal Expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited, Registered in England and Wales No. 103274, Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Both companies are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority. Home Emergency cover is underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD. AWP P&C SA is authorised by L'Autorité de Contrôle Prudenciel et de Résolution in France and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority, are available from us on request.

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Calls may be monitored and recorded.

This information is correct as of September 2019.

It's easy to get in touch



**General enquiries and household claims:
0345 602 3645**

Please have your policy or claim number to hand.
Lines are open Monday to Friday 8am–6pm and
Saturday 9am–1pm.

24-hour Emergency Homeline: 0345 602 7291

