



# Landlord Insurance

Allianz

Allianz 

### Right of Cancellation

You have a right to cancel this insurance, provided You have not made a total loss claim. This right extends for 14 days from the later of:

- The date on which cover is incepted
- The date on which You receive the full terms and conditions of your Policy

To exercise this right You must send written notice to Us, at Allianz House, 21 Linenhall Street, Belfast, BT2 8AB.

We will apply a pro rata charge for the period We were on cover plus £15 to cover our operational costs.



# Content

Introduction	2
Definitions	3
Section 1:	
Landlord Premises	5
Additional Benefits	9
Liability to others	12
Section 2:	
Landlords Business Contents	15
Additional Benefits	19
Liability to others	21
Terms and Conditions	22
General Exclusions	27

# Introduction

We are very pleased to introduce You to the Allianz Landlord Insurance Policy and thank You for insuring with Us.

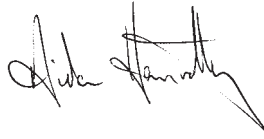
Please read this Policy carefully to ensure that it provides the cover You require. If the Schedule details do not agree with the details completed on your Proposal Form then please return it immediately with a note of the changes that should be made. Please advise immediately if the use or nature of your Premises changes or if You do anything which may affect our attitude to the cover provided – for example building an extension, re-roofing, etc.

The reinstatement value of your Premises shown in the Schedule is index linked but You should review this from time to time to make sure it represents the full rebuilding cost, including the cost of professional fees and site clearance.

This Policy (which includes and shall be read as one document with the Schedule, Endorsements and Proposal) evidences a contract of insurance between the Insured and Allianz.

We will, subject to the terms, conditions, limitations and exclusions of this Policy, indemnify You against loss, damage or legal liability which occurs during any Period of Insurance for which You have paid or we have agreed to accept payment of your premium.

On behalf of Allianz

A handwritten signature in black ink, appearing to read 'Aidan Hanratty', with a stylized flourish at the end.

Aidan Hanratty  
Risk Management Director

# Definitions

Any word or expression, which is given a specific meaning in this Policy will have the same meaning wherever it appears, unless any contrary meaning is given to any such word or expression in any other Section of this Policy.

## The Insured/You

The person(s) named on the Schedule under Insured.

## We/Us/The Company

Allianz, a trading name of Allianz plc registered in Ireland no. 143108.

## Landlord Premises

The Landlord Premises is defined as the private dwelling house shown in the Schedule of Insurance built with brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials, and includes domestic outbuildings, garages, swimming pools and tennis courts including fixtures and fittings therein and thereon, fuel storage tanks and their contents, terraces, patios, driveways, footpaths, walls, gates and fences, lawns, hedges, trees, shrubs and plants all situate as stated in the Schedule.

## Landlord Business Contents

Landlord Business Contents are defined as household goods, furniture and furnishings belonging to You or for which you are legally responsible that are contained in the private dwelling house and are provided by You for the use of your tenant, but excluding:

- Property otherwise insured
- Motor vehicles (other than

mechanically propelled lawnmowers) marine craft, caravans and trailers, aircraft or parts, keys or accessories of, on or in any of them

- Animals and livestock
- Any part of the structure of the premises including ceilings, wallpaper and wooden floors
- Any item, set or collection of jewellery, precious metal, picture, other work of art, furs, stamps, coins and other such items, sets and collections
- Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind
- Landlord's bicycles and sports and leisure equipment.

## Domestic Employee

Domestic staff, cleaner, gardener, caretaker or any occasional employee undertaking repairs or decorations in connection with the premises covered by this Policy, employed by you.

## Excess

The amount of any loss You must pay yourself.

## Period of Insurance

The period shown on your Schedule and any subsequent period for which We accept a renewal premium.

## Unoccupied/Unoccupancy

If the premises is not permanently lived in by You, a tenant, or a person You have authorised or if the premises does not have enough

# Definitions

furniture for normal living purposes.

**All other definitions as detailed in the policy.**

# Section 1: Landlord Premises

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage to the Landlord Premises by any of the events listed 1 – 10 (and 11 - if accidental damage is shown on your Schedule of Insurance) subject to the terms, conditions and exclusions set out in this Policy.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss except where indicated within the Policy wording.

Event	Exclusions
1) Fire, lightning, smoke, explosion, earthquake and thunderbolt	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• Loss or damage caused by smoke from fireplaces.</li><li>• Loss or damage caused by smog or from agricultural smudging or industrial operations.</li></ul>
2) Storm or flood	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• Loss or damage caused by frost</li><li>• Loss or damage to fences and gates, lawns, hedges, trees, shrubs and plants, except as a direct result of damage to the private dwelling house by storm or flood.</li></ul>
3) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Landlord Premises

Event	Exclusions
4) Theft or attempted theft	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> <li>• The first £2,500 of loss or damage if caused by the tenant or others lawfully on the premises</li> </ul>
5) Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> </ul>
6) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage caused by domestic animals</li> </ul>
7) Falling trees and branches, lampposts or telegraphs poles	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage caused by felling of trees or lopping of branches or topping</li> <li>• Loss or damage to fences, gates, hedges or railings</li> <li>• The cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</li> </ul>
8) Riot, civil commotion, strikers, labour and political disturbances	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Landlord Premises

Event	Exclusion
8) Riot, civil commotion, strikers, labour and political disturbances	<ul style="list-style-type: none"><li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li><li>• The first £2,500 of loss or damage if caused by the tenant or others lawfully on the premises</li><li>• Loss or damage to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.</li></ul>
9) Malicious damage	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li><li>• The first £2,500 of loss or damage if caused by the tenant or others lawfully on the premises</li></ul>
10) Subsidence or ground heave of the site on which the premises stand or landslip	<ul style="list-style-type: none"><li>• The first £1,000 of each and every loss</li><li>• Loss or damage resulting from demolition, structural alteration or structural repair.</li><li>• Loss or damage resulting from faulty workmanship, defective design, the use of defective materials, settlement of madeup ground and coastal, lake or river erosion.</li><li>• Loss or damage to boundary walls, gates, fences, terraces, patios, driveways, footpaths,</li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Landlord Premises

Event	Exclusion
<p>10) Subsidence or ground heave of the site on which the premises stand or landslide</p>	<p>swimming pools and tennis courts unless the private dwelling house is damaged at the same time by this cause.</p> <ul style="list-style-type: none"> <li>• Loss or damage resulting from the bedding down of any structure.</li> <li>• Loss or damage to solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the private dwelling house are damaged by the same cause and at the same time.</li> </ul>
<p>11) Accidental damage to the premises (This is optional cover and only applies if shown on your Schedule of Insurance)</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Any amount recoverable from the tenant</li> <li>• Loss or damage caused by domestic pets</li> <li>• The costs of maintenance or normal re-decoration</li> <li>• Loss or damage due to settlement, shrinkage or expansion</li> <li>• Loss or damage caused by faulty workmanship, defective design or the use of defective materials</li> <li>• Loss or damage as a result of tree root action or other plant root action</li> <li>• Loss or damage caused by scratching, abrading or denting</li> <li>• Any loss or damage which comes within the terms of any exclusion or limitation set out in this Policy including but not limited to paragraphs (1) – (10)</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Additional Benefits

Event	Exclusions
<p>Accidental breakage of fixed sanitary ware or ceramic hobs in fixed kitchen appliances</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage to tiles</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> <li>• Loss or damage to swimming pools</li> <li>• Items cracked or broken at commencement of this insurance</li> </ul>
<p>Accidental damage to service pipes and cables for which you are legally responsible</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> </ul>
<p>Falling radio and television receiving aerials (including satellite dishes) their fittings and mast)</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> </ul>
<p>Alternative accommodation or loss of rent</p> <p>If the premises are not fit to live in following loss or damage covered by this section we will pay</p> <ul style="list-style-type: none"> <li>• The reasonable cost of similar alternative accommodation</li> <li>• Up to 2 years ground rent you may have to continue to pay</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Your rent receivable</li> </ul> <p>This will apply during the period necessary to put the premises back into a fit state to live in</p>	<ul style="list-style-type: none"> <li>• The maximum we will pay is 20% of the premises sum insured</li> <li>• Alternative accommodation costs ground rent or rent receivable relating to any portion of the premises not used solely as domestic accommodation by the tenant</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Additional Benefits

Event	Exclusions
<p><b>Loss of oil and metered water</b></p> <p>We will pay for loss of oil or metered water following damage to the premises covered by this section which has resulted in a valid claim under this policy</p> <p><b>Gardens</b></p> <p>We will pay for loss or damage caused to gardens by the emergency services whilst attending the premises to deal with any loss or damage covered by this policy</p> <p><b>Theft of Keys</b></p> <p>We will pay the cost of replacing the locks or lock mechanism if the keys to the locks of:</p> <ul style="list-style-type: none"><li>• External doors of the premises are stolen</li><li>• Alarm systems or domestic safes fitted to the premises are stolen</li></ul> <p><b>Purchaser's Interest</b></p> <p>If You have contracted to sell the Premises, the contracting purchaser will have, at your request, the benefit of this Section up to the date of completion of the sale.</p> <p><b>Trace and access</b></p> <p>We will pay to remove or replace any part of the premises necessary to repair any fixed domestic water or heating installation where water or oil has escaped</p>	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• The maximum we will pay is: Domestic oil           £1,000 Metered water       £1,000</li> <li>• The excess shown on the Schedule of Insurance</li><li>• The maximum we will pay is £1,000</li> <li>• The excess shown on the Schedule of Insurance</li><li>• Any loss arising as a result of non-returning of keys by a tenant</li><li>• The maximum we will pay is £250</li> <li>• Where the Premises is otherwise insured and shall not prejudice your or our rights.</li> <li>• The excess shown on the Schedule of Insurance</li><li>• The maximum we will pay is £4,000</li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Additional Benefits

Event	Exclusions
<p><b>Architects /Surveyors Fees</b> Architects/Surveyors and legal fees necessarily and reasonably incurred with our consent, in the reinstatement of the Landlord Premises following loss or damage covered by this Policy.</p> <p><b>Debris Removal Costs</b> We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with our consent following loss or damage to the Landlord Premises by an insured event.</p> <p><b>Public Authorities Requirement Costs</b> We will pay the cost of complying with any Government, Local Authority, Building or other Regulation to the extent that these apply to parts of the Landlord's Premises damaged by an insured event.</p> <p><b>Reinstatement of Sum Insured after Loss</b> The Sums insured will not be reduced by the amount of any loss</p>	<ul style="list-style-type: none"><li>• Where notice has been served on You prior to the occurrence of the loss or damage.</li></ul> <p><b>For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29</b></p>

# Section 1: Liability to Others

Event	Exclusions
<p><b>Your liability to others</b></p> <p>We will indemnify You:</p> <ul style="list-style-type: none"><li>• As owner or occupier of the Landlord Premises and as owner of the Landlord Business Contents</li><li>• Resulting from you previously owning any Landlord Premises and incurred by virtue of Article 5 of the Defective Premises (Northern Ireland) Order 1975</li></ul> <p>against all sums which You become legally liable to pay, if due to an accident during the period of insurance, someone dies, is injured, falls ill, or has their property damaged.</p>	<ul style="list-style-type: none"><li>• The maximum we will pay for any claim (or claims) arising from one cause, including costs and legal expenses agreed by us is £2,000,000.</li><li>• We will not pay if the liability arises from<ul style="list-style-type: none"><li>• any contract which imposed on You or your Domestic Employee liability which You would not otherwise have been under</li><li>• your business or occupation other than as owner of the Landlord Premises shown in the Schedule of Insurance</li><li>• death, bodily injury or illness to you or your Domestic Employees</li><li>• loss or damage to any property belonging to you or your domestic employees or which you are in charge or control of</li><li>• the ownership, possession or occupation of any land or premises not shown on your Schedule of Insurance</li><li>• you owning, possessing or using a dangerous animal as defined in the Animals (Northern Ireland) Order 1971 or a dog of a type described in Articles 25A or 25B of the Dogs (Northern Ireland) Order 1983 or any other animal subject to legislative control</li><li>• owning or using vehicles or craft</li></ul></li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Liability to Others

Event	Exclusions
<p><b>Your liability for Domestic Employees</b></p> <p>We will indemnify You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in your employment in connection with the Landlord Premises.</p>	<ul style="list-style-type: none"><li>• The maximum we will pay for any claim (or claims) arising from one cause, including costs and legal expenses is £10,000,000.</li><li>• We will not pay if the liability arises from<ul style="list-style-type: none"><li>• death or injury to any employee whilst driving or being carried as a passenger or entering or exiting a motor vehicle if insurance or security is required under the Road Traffic (Northern Ireland Order) 1981</li><li>• the ownership, possession or occupation of any land or premises not shown on your Schedule of Insurance</li><li>• your business or occupation other than as owner of the Landlord Premises shown in the Schedule of Insurance</li><li>• You owning, possessing or using a dangerous animal as defined in the Animal (Northern Ireland) Order 1971 or a dog of a type described in Articles 25A or 25B of the Dogs (Northern Ireland) Order 1983 or any other animal subject to legislative control</li></ul></li><li>• death or injury to any employee as a result of:<ul style="list-style-type: none"><li>– window cleaning or painting carried out from cradles and/or hoists</li><li>– tree felling or lopping</li></ul></li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 1: Liability to Others

Event	Exclusions
<p><b>Your liability for Domestic Employees</b></p> <p>We will indemnify You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in your employment in connection with the Landlord Premises.</p>	<ul style="list-style-type: none"><li>– demolition, erection or structural changes or additions to new or existing premises</li><li>– the construction of, dismantling of or work in connection with scaffolding</li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Landlord Business Contents

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair for loss or damage to the Landlord Business Contents by any of the events listed 1 – 10 (and 11 if accidental damage is shown on your Schedule of Insurance) subject to the terms, conditions and exclusions set out in this policy.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

Event	Exclusions
<p>1) Fire, lightning, smoke, explosion, earthquake and thunderbolt</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage caused by smoke from fireplaces.</li> <li>• Loss or damage caused by smog or from agricultural smudging or industrial operations.</li> </ul>
<p>2) Storm or flood</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage caused by frost</li> <li>• Loss or damage to Landlord Business Contents in the open</li> </ul>
<p>3) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> <li>• Loss or damage to the installation from which the water escaped</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Landlord Business Contents

Event	Exclusions
4) Theft or attempted theft	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li><li>• Loss or damage to Landlord Business Contents in the open</li><li>• The first £2,500 of loss or damage if caused by the tenant or others lawfully on the premises</li><li>• Loss or damage to property in outbuildings or garages</li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Landlord Business Contents

Event	Exclusions
<p>5) Escape or overflow of oil from within any plumbing or heating systems or fixed domestic appliance</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> <li>• Loss or damage to the installation from which the oil escaped</li> </ul>
<p>6) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage caused by domestic animals</li> </ul>
<p>7) Falling trees and branches, lampposts or telegraph poles</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage caused by felling of trees or lopping of branches or topping</li> <li>• The cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</li> </ul>
<p>8) Riot, Civil Commotion, Strikers, labour and political disturbances</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> </ul>
<p>9) Malicious Damage</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Landlord Business Contents

Event	Exclusions
<p>9) Malicious Damage</p>	<p>(see Condition 12 Unoccupancy)</p> <ul style="list-style-type: none"> <li>The first £1,000 of loss or damage if caused by the tenant or others lawfully on the premises</li> </ul>
<p>10) Subsidence or ground heave of the site on which the private dwelling house stand or landslip</p>	<ul style="list-style-type: none"> <li>Loss or damage unless the private dwelling house is damaged simultaneously</li> </ul>
<p>11) Accidental damage to the Landlord Business Contents (This is an optional cover and only applies if accidental damage is shown on your Schedule of Insurance)</p>	<ul style="list-style-type: none"> <li>The excess shown on the Schedule of Insurance</li> <li>Any amount recoverable from the tenant</li> <li>Loss or damage caused by domestic pets</li> <li>The cost of maintenance or normal redecoration</li> <li>Loss or damage caused by failure to use in accordance with manufacturer's instructions</li> <li>Loss or damage caused by faulty workmanship, defective design or the use of defective materials</li> <li>Loss or damage to Landlord Business Contents in the open</li> <li>Loss or damage caused by scratching, abrading or denting</li> <li>Any loss or damage which comes within the terms of any exclusion or limitation set out in this Policy including but not limited to paragraphs (1) – (10)</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Additional Benefits

Event	Exclusions
<p>Accidental loss of oil from a fixed domestic system or appliance on the site on which the private dwelling house stand</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss due to any alleged shortfall in delivery or supply</li> <li>• The maximum we will pay is £1,000</li> </ul>
<p>Loss or damage caused by Events 1-11 to Landlord Business Contents occurring in the open within the boundaries of the land belonging to the private dwelling house</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li> <li>• Loss or damage to any property contained in or on any motor vehicle</li> <li>• The maximum we will pay is £750</li> </ul>
<p>Falling radio and television receiving aerials (including satellite dishes) their fittings and masts</p>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> </ul>
<p>Accidental damage to</p> <ul style="list-style-type: none"> <li>• Audio, hi-fi, television, telecommunication or video equipment excluding mobile phones</li> <li>• Satellite television - receiving equipment or television or radio aerials</li> </ul>	<ul style="list-style-type: none"> <li>• The excess shown on the Schedule of Insurance</li> <li>• Items over 10 years old</li> <li>• Loss or damage to equipment when it is being transported, carried or moved</li> </ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Additional Benefits

Event	Exclusions
<p><b>Accidental breakage of fixed glass in furniture, mirrors and ceramic hobs in unfixed kitchen appliances</b></p> <p><b>Alternative accommodation or loss of rent</b></p> <p>If the contents are damaged by any</p> <p>Event covered by this Section we will pay</p> <ul style="list-style-type: none"><li>• Loss of rent receivable</li><li>• The reasonable cost of similar alternative accommodation</li></ul> <p>This will apply during the period necessary to put the premises back into a fit state to live in</p>	<ul style="list-style-type: none"><li>• The excess shown on the Schedule of Insurance</li><li>• Loss or damage when the premises is unoccupied for more than 90 consecutive days (see Condition 12 Unoccupancy)</li><li>• Loss or damage to any item broken or cracked at the commencement of this insurance</li><li>• Loss or damage to hand mirrors</li><li>• The maximum we will pay is 20% of the contents sum insured</li><li>• Alternative accommodation costs or rent receivable relating to any portion of the Landlord Business Contents not used solely for domestic purposes by the tenant.</li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Section 2: Liability to Others

Event	Exclusions
<p><b>Your liability to others</b></p> <p><b>We will indemnify you against all sums which you become legally liable to pay if as:</b></p> <ul style="list-style-type: none"><li>• Owner of the Landlord Business Contents and Owner of the Landlord Premises, (but only when the Landlord Premises are an apartment block and the insurance arranged by the Management Committee do not offer indemnity to You) and during the period of insurance an accident occurs as a result of which someone dies, falls ill, is injured or has their property damaged</li></ul>	<ul style="list-style-type: none"><li>• The maximum we will pay for any claims (or claims) arising from one cause, including costs and legal expenses agreed by us is £2,000,000</li><li>• We will not pay if the liability arises from<ul style="list-style-type: none"><li>• death, bodily injury or illness to you or your domestic employees</li><li>• loss or damage to any property belonging to you or your Domestic Employees or which you are in charge or control of</li><li>• the ownership, possession or occupation of any land or premises not shown on your Schedule of Insurance</li><li>• you owning, possessing or using a dangerous animal as defined in the Animals (Northern Ireland) Order 1971 or a dog of a type described in Articles 25A or 25B of the Dogs (Northern Ireland) Order 1983 or any other animal subject to legislative control</li><li>• owning or using vehicles or craft</li><li>• any contract which imposed on You or your Domestic Employee liability which you would not otherwise have been under</li><li>• your business or occupation other than as owner of the Landlord Business Contents</li><li>• death, bodily injury or illness to you or your Domestic Employees</li></ul></li></ul>

**For exclusions which apply to the whole of your Policy see General Exclusions - Pages 27-29**

# Terms and Conditions - General

## 1 Observance of Conditions

The observance by You of the terms, conditions and endorsements of this Policy as far as they relate to anything to be done or complied with by You will be a condition precedent to any liability of the Company.

## 2 Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts i.e. those circumstances which may influence Us in our acceptance or assessment of this insurance.

If You are in any doubt as to whether a fact is material or not please disclose it.

## 3 Maintenance and Security

You must keep the Premises in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.

## 4 Change in Risk or Circumstance

You must tell Us in writing IMMEDIATELY of any change including change of tenancy which may affect this insurance or increase the risk of loss, damage or injury as failure to do so could invalidate the cover provided.

## 5 Cancelling this Policy

You may cancel the Policy/Section at any time by written notice. If there is no claim or circumstance which may result in a claim during the

current Period of Insurance We will return premium for the unexpired Period of Insurance.

We may also cancel the Policy/Section at any time by sending notice by recorded delivery to You at your last known address. This notice is effective from midnight on the seventh day immediately following the date of the recorded delivery letter. We will return a proportionate part of the premium provided there is no claim during the current Period of Insurance or circumstance which may result in a claim regardless of which Party cancels the Policy/Section. If there has been a claim during the current Period of Insurance or circumstance which may result in a claim We will return no premium.

If the Company has agreed to accept payment of premium for this Policy by monthly direct debit payments then in the event of non-payment of any monthly payment on its due date the Company may cancel this Policy by giving 7 days notice by recorded delivery letter to the last known address of the Insured and upon the expiry of this notice the Policy will be automatically cancelled. The Company will be entitled to payment of the premium proportionate to the Period of Insurance and in the event of a claim during the current Period of Insurance or circumstance which may result in a claim the

# Terms and Conditions - General

Company will be entitled to the full premium.

percentage We consider appropriate.

## 6 More than one premises insured

The Landlord Premises and/or Landlord Business Contents thereof, situate where indicated on the Schedule, are insured as if each had been the subject of a separate policy.

These increases may not be sufficient for your needs and We would therefore suggest that You periodically review your own Sums Insured.

## 7 Mortgagee Clause

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor (or Occupier of the Premises) whereby the risk of loss or damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

## 9 Other Insurances

If at the time of any incident, which results in a claim under this Policy, there is any other insurance covering the same liability, loss or damage, We will pay only our rateable share.

## 8 Inflation Protection

Your Sums Insured will be automatically increased each month and updated annually at renewal date:

- (a) Premises will be increased in accordance with the House Building Cost Index published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors, or by any higher percentage We consider appropriate,
- (b) Contents will be increased in accordance with the General Index of Retail prices (all items) as published by the Stationery Office, or by any higher

## 10 Governing Law

This agreement shall be governed by and construed in accordance with the laws of Northern Ireland and will be subject to the jurisdiction of the Northern Ireland courts.

## 11 Loss Settlement Basis

Landlord Premises  
Any admitted claim will be settled on a new for old basis (without deduction for wear, tear or depreciation), provided:

- (a) The Landlord Premises have been maintained in good repair,
- (b) Repair or replacement is carried out without undue delay.

Otherwise, claims will be settled on an indemnity basis with an appropriate deduction for wear, tear and depreciation.

Landlord Business Contents  
Any admitted claim (excluding

# Terms and Conditions - General

claims for household linen and wearing apparel) will be settled on a new for old basis as follows:

- (a) TOTAL LOSS or destruction will be settled without deduction for wear, tear or depreciation,
- (b) PARTIAL LOSS will be settled by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new,
- (c) ALL claims for household linen and wearing apparel will be settled on an indemnity basis i.e. deduction will be made for wear, tear and depreciation.

**Subject always to the Terms, Conditions and Exclusions applying to the Policy.**

## Limit of liability

In the event of a loss in respect of Landlord Premises or Landlord Business Contents our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed hereon.

We will deduct the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

## 12 Unoccupancy

When the property is unoccupied for a period of longer than 14 consecutive

days between 1st October and 31st March in any year any installed central heating system must be kept working to maintain a temperature of no less than 10 degrees centigrade or the water system must be turned off at the mains and the water system completely drained.

During periods of Unoccupancy the Landlord Premises must be inspected at least once every 14 days by You or a responsible person acting on your behalf. A record must be kept as documentary evidence that the required inspections have been carried out and any faults discovered remedied immediately.

When unoccupied the policy excesses shown on your Schedule of Insurance are increased by a further £250 for both Landlord's Premises and Landlord's Business Contents.

You must inform us if the Landlord Premises is likely to remain unoccupied for a Period in excess of 90 consecutive days. If the property is unoccupied for more than 90 consecutive days cover for Landlord's Premises and Landlord's Business Contents will be restricted to Fire, Lightning, Explosion,, Earthquake and Storm only.

## 13 Cooking

No cooking is to be undertaken inside any part of the

# Terms and Conditions - General

building/s other than in areas that have been constructed and equipped as domestic kitchens.

twelve calendar months from the date on which the difference occurred will be deemed to have been abandoned.

## 14 Legislation

### Duties/Requirements for Landlords

You must comply with current legislative requirements for landlords. At present these include:

- The Gas Safety (Installation & Use) Regulation (Northern Ireland) 1997
- Furniture and Furnishings (Fire)(Safety)(Amendment) Regulations 1993
- The Electrical Equipment (Safety) Regulations 1994

It is your responsibility to be aware of any relevant legislative requirements.

NOTE: This condition does not affect your right to refer any claim or query to the office of the Financial Ombudsman Service.

## 15 Disagreement

All differences arising out of this Policy shall be referred to an Arbitrator or if necessary to two Arbitrators, one to be appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and in the case of disagreement the Arbitrators shall submit to the decision of the Umpire. The making of an award shall be a condition precedent to any right of action against Us. Differences not referred to arbitration within

# Terms and Conditions - Claims

## 1 Your Duties and Our Rights

### (a) What You must do

Tell Us IMMEDIATELY of any loss, damage or accident and give details of how the loss, damage or accident occurred. You will be required to produce, at your own expense, all necessary documents and information to support any claim for loss and forward these to Us, together with a completed Claim Form, within 30 days of first notifying Us of the incident. Any writ, summons, notice of prosecution or other legal document You receive must be sent to Us, unanswered, on receipt.

### (b) Do Not Proceed

You must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval.

### (c) Do not negotiate

You, or any other person insured under this Policy, or anyone else acting on your behalf must not negotiate, admit or repudiate any claim without our written consent.

### (d) Tell the Police

You must advise the Police about any incident of theft, attempted theft or vandalism, or loss, destruction, damage or injury by malicious person(s) immediately you become aware of this.

## 2 We are entitled to

### (a) Defend or settle legal action

Take over and conduct in your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.

### (b) Act to recover payment

Take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person indemnified by this Policy, to recover any payment We have made under this Policy.

### (c) Co-operation from You

Receive all necessary assistance from You or any other person indemnified by this Policy.

### (d) Salvage

Enter any premises where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

### (e) Fraud

We are entitled to avoid any claim if it is fraudulent or false in any way and all cover will end.

# General Exclusions

## We shall not be liable for

### 1 **Radioactive Contamination:**

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2 **Sonic Boom**

Loss or damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 3 **Confiscation**

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

### 4 **Consequential Loss**

Consequential loss or damage of

any kind except as set out in this Policy.

### 5 **Fees**

Fees incurred in the preparation of any claim.

### 6 **Sets and Matching Items**

Any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part or parts that have been lost or damaged.

### 7 **Wear, Tear and as undernoted:**

- Wear, tear, rust or corrosion
- Gradual deterioration or any gradually operating cause
- The cost of maintenance
- Mildew, rising damp, dry/wet rot, moth, vermin, insects, atmospheric or climatic conditions
- Damage caused by any process of cleaning, dyeing, repairing or restoring any article
- Mechanical, electrical or electronic defects, breakdown or malfunction

### 8 **Business, Trade or Professional Purposes**

This Policy does not provide cover for any property held in connection with any business, trade or professional purpose other than as owner of the Landlord Premises and Landlord Business Contents.

# General Exclusions

## 9 Pollution or Contamination

We will not pay for damage caused by or resulting from pollution or contamination, other than damage caused by:

- (a) Pollution or contamination which results from damage by an insured event, or
- (b) An insured event which results from pollution or contamination.

## 10 War and Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (b) Any act of terrorism.

For the purpose of this General Exclusion an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group(s) of persons,

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 and/or to put the public, or any section of the public, in fear.

This General Exclusion also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above. If the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

## 11 Cyber Risk

This Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (a) The loss of, alteration of or damage to, or
- (b) A reduction in the functionality, availability or operation of a computer

# General Exclusions

system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

## **12 Deliberate or Criminal Act**

This Policy does not provide cover for any claim resulting from deliberate or criminal acts by You or anyone acting on Your behalf or with Your consent or by Your Domestic Employee.

# Making a Claim

It is our hope that no accident or misfortune should befall You, but if You do need to make a claim please telephone Us on 028 9089 5600 or contact Us at Allianz, Allianz House, 21 Linenhall Street, Belfast, BT2 8AB. When You call, please provide your Policy number, details of what happened, and the time and date of the incident.

Complete and return a claim form. Estimates should be submitted with your claim. Once the estimate has been agreed You can proceed with repairs/re-decoration.

If property has been stolen or maliciously damaged, or if You lose a valuable item, You must inform the Police immediately You become aware of this.

When necessary – in the case of broken windows or burst pipes for example – You should have emergency repairs carried out immediately to prevent possible further damage to your property.

If the claim includes injury to someone else or damage to their property, You should send written details to Us as soon as possible. It is vital that We deal with such claims on your behalf. Any letters or documents You receive should be sent unanswered to Us without delay.

Where We need to discuss your claim You will be contacted as soon as possible to make an appointment.

If You have any queries or if You need any advice in making your claim just contact Us and We will be happy to help You.

# Complaints Procedure

We will make every effort to give You an excellent service. However, if You are not satisfied with the service We provide please contact a manager at Allianz. If after contacting the above You need further help please write to:

The Management Group  
Allianz  
Allianz House  
21 Linenhall Street  
Belfast  
BT2 8AB

If You remain dissatisfied with our final response to your complaint You can refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision.

The contact details are:  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0845 080 1800  
E.mail:  
[enquiries@financialombudsman.org.uk](mailto:enquiries@financialombudsman.org.uk)

# Terms of Business

## Who We are

The underwriter of your insurance is Allianz p.l.c., registered in Ireland. Companies Registration Office No. 143108, trading as Allianz, having its registered head office at Allianz House, Elmpark, Merrion Road, Dublin 4. Our Home State is Ireland. Our branch trading address is Allianz House, 21 Linenhall Street, Belfast, BT2 8AB.

## What We do

Allianz p.l.c. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

## Statutory Status

Allianz p.l.c. trading as Allianz is authorised by the Financial Regulator in Ireland and regulated by the Financial Services Authority for the conduct of U.K. general insurance business.

## Language

Your Policy and all communications with You or by You to Us will be in English.

## Financial Services Compensation Scheme

Allianz is a member of the Financial Services Compensation Scheme (FSCS). In the event of Allianz being unable to pay a claim, You may be entitled to compensation from the FSCS. For compulsory insurance claims the Scheme must ensure that the claims of all policyholders are met in full. Compulsory insurance covered by the Scheme includes motor (third party, injury and property) and employers' liability. For non-compulsory insurance (such as home) the first £2,000 of a claim is protected in full. For amounts above this threshold FSCS will ensure that policyholders are compensated to 90% of the value that their policy would have paid. Further details of the FSCS are available on request.



Allianz  
Allianz House  
21 Linenhall Street  
Belfast BT2 8AB

Tel: (028) 9089 5600  
Fax: (028) 9043 4222  
E-mail: [info@allianz-ni.co.uk](mailto:info@allianz-ni.co.uk)  
Web Site: [www.allianz-ni.co.uk](http://www.allianz-ni.co.uk)

Allianz is a trading name of Allianz p.l.c. registered in Ireland No. 143108  
Registered office: Allianz House, Elmpark, Merrion Road, Dublin 4.