

Your Landlord Insurance Policy

Many thanks for taking out an Emerald Life policy. As a landlord you want to know that your investment is protected. We hope this policy meets your needs and that if you do need to use the policy, we aim to provide you with excellent and supportive service.

LLOYD'S



EMERALDLIFE
Insuring Today's Diversity



FOUNDERS' MESSAGE

Many thanks for taking out an Emerald Life policy. As a landlord you want to know that your investment is protected.

We hope this policy meets your needs and that if you do need to use the policy, we aim to provide you with excellent and supportive service. Should you have reason to make a claim, you can rest assured we are committed to giving you sympathetic and understanding service from our specialist team of claims advisors.

We are proud to have established Emerald Life as part of efforts everywhere to challenge discrimination and prejudice, encourage open diversity and to offer equality of service in all its forms.

We have worked with Channel Syndicate 2015 to create a policy that we hope does that and we value and welcome your feedback. The details of our dedicated claims and sales teams can be found on page 11 of this policy document and all queries relating to these issues will be handled with the utmost care and professionalism. If you have any comments, please feel free to contact us directly. Our details are below.

For and on behalf of Emerald Life

Heidi McCormack & Steve Wardlaw | EMERALD LIFE |
heidim@emeraldlife.co.uk. stevev@emeraldlife.co.uk
www.emeraldlife.co.uk





INDEX

	PAGE
Introduction	3
Policy Definitions	4
Important: Information About Your Policy	6
Important: Information You Have Given Us	7
General Conditions applicable to whole of this insurance	9
Claims Conditions applicable to the whole of this insurance	9
Claims Conditions that apply to Section One – Buildings Only	10
Claims Conditions that apply to Section Two – Contents Only	11
How to make a Claim	11
What to do if you have a Complaint – Enquiries and Complaints Procedure	12
General Exclusions applicable to the whole of this insurance	14
Section One – Buildings	16
Section One – Additional Cover	18
Section Two – Contents	21
Section Three – Property Owner’s Liability	23

INTRODUCTION

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening at the **premises** during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.

All Sections are underwritten by:

Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The written authority (which is shown in the **schedule**) allows Emerald Life to sign and issue this policy on **Our** behalf.

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact Emerald Life on customerservice@emerald.life or on 0330 113 7109 as soon as reasonably practical if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named





insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep **your property** in a good state of repair and take reasonable steps to avoid loss or damage.

TO MAKE A CLAIM, PLEASE CALL: 0333 2343722
For full information relating to 'How to make a Claim', please see page 11 of this document.

POLICY DEFINITIONS

Throughout this document where the following words appear in bold they will have the meanings shown below.

Emerald Life	The company who have been authorised by Channel 2015 to transact insurance business on their behalf. Emerald Life are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 666615 .
Accidental Damage	Unexpected and unintended loss or damage caused by a single and one-off event resulting from a sudden and external means.
Bodily Injury	Damage to persons caused by accident or disease.
Buildings	The main structure of the property and; <ul style="list-style-type: none"> • fixtures and fittings attached to the property including permanently fitted flooring • domestic outbuildings and private garages • radio and television aerials, satellite dishes, their fittings and masts which are attached to the property • permanently installed swimming pools, tennis courts, drives, patios, terraces, walls,

gates, paths, fences and fixed fuel tanks

you own or for which **you** are legally liable within the **premises** named in the **schedule**.

Buildings do NOT include carpets

Computer virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

Contents

Household goods within the **property**, which **you** own or which **you** are legally liable for.

Contents includes:

- items in outbuildings, garages or sheds, but within the **premises** up to GBP500 in total
- domestic oil in fixed fuel oil tanks up to GBP1,000 which **you** have paid for
- carpets, but not permanently fitted flooring

Contents does NOT include:

- motor vehicles caravans, trailers or watercraft or their accessories
- televisions, satellite decoders, radios, audio equipment and home computers
- money, certificates or documents
- clothing, personal effects, pedal cycles
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.
- any **high risk items**

Electronic data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded





	instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Endorsement	A change in the terms and conditions of this insurance. These are shown on your schedule .
Excess	The amount payable by you as shown in the schedule in the event of a claim
Furnished	A property furnished enough to be normally lived in, must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
High Risk Items	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches.
Landslip	Downward movement of sloping ground.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address which is named in the schedule .
Property	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Refurbishment	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays,

shower screens, baths and bath panels.

Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the excess , the period of insurance and the sections of this insurance which apply.
Settlement	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete, unless otherwise agreed by endorsement .
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Unoccupied	The property is unoccupied when it has not been lived in for more than 30 consecutive days-
We / us / our	Channel Syndicate 2015 at Lloyd's
You / your / insured.	The person or persons named in the schedule .





IMPORTANT: INFORMATION ABOUT YOUR POLICY

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **Emerald Life** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **you** receive full policy documentation.

If **you** are able to and do cancel within such 14-day period, provided **you** have not made a claim, **we** will refund **your** premium in full. A charge may apply for the period of cover provided in addition to any administration fee which was charged at the time of incepting your insurance with us.

Cancellation Conditions

We or **Emerald Life** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **Emerald Life**.
- A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **us**.
- **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
- If **you** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **us**.

You can also cancel this insurance contract at any time by writing to **Emerald Life** at customerservice@emeraldife.co.uk. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim. Any return premium will be subject to an administrative charge.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **Emerald Life** of any changes to the answers **you** have

given as soon as possible.

Failure to advise of a change to **your** answers may mean cover can no longer be provided and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **Emerald Life**:

- if **you** change **your** address;
- if **you** or any person named in the **schedule**, change occupation;
- if **you** or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you** or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your contents** that will increase the reinstatement costs

Please also ensure that **you** review Pages 10 and 11 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **Emerald Life** of changes.

Sums Insured

You must ensure the sums insured provided are correct.

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

Renewal

We are not bound to offer renewal of this policy.





Financial Services Compensation Scheme (FSCS)

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.

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme ,
PO Box 300, Mitcheldean, GL17 1DY.

Tel: **0800 678 1100** or **02077414100**

Website: www.fscs.org.uk

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Fraudulent claims

- 1) If **you**, or any one acting for **you**, make a fraudulent claim under this insurance contract, **we**:
 - a. Are not liable to pay the claim; and
 - b. May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - c. May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **we** exercise **our** rights under clause 1) c) above:
 - a. **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b. **We** need not return any of the premiums paid.

IMPORTANT: INFORMATION YOU HAVE GIVEN US

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this policy as if it never existed;
- decline all claims; and
- retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- give **you** thirty (30) days' notice that **we** are terminating this policy; or
- give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.





- (1) If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **Period of Insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **Emerald Life** as soon as possible.

Data protection short form information notice (layer 1)

Your personal information notice

Who **we** are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details **you** provide to **us**

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Please see: www.channel2015.com/privacy

Contacting **us** and **your** rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

Emerald Life Limited
Unit LF2.4
The Leathermarket
11-13 Weston Street
London SE1 3ER

0330 113 7109

customerservice@emerald.life.co.uk





GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Failure to comply fully with any of the general conditions listed below will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply.

1. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.
2. The **property** must be maintained in a good condition, good state of repair and be structurally sound.
3. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered.
4. **You** must inform **Emerald Life** as soon as reasonably practicable of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
5. **You** must inform **Emerald Life** as soon as reasonably practicable if the **property** becomes **unoccupied** for more than 30 consecutive days.
6. **You** must inform **Emerald Life** as soon as reasonably practicable if the **property** becomes **unoccupied** to be sold.
7. **You** must tell **Emerald Life** before **you** start any **refurbishments**, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**.
8. **You** must immediately inform **Emerald Life** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

Additional Conditions applicable whilst the property is Let or Tenanted

1. **You** must comply with all regulations/statutory conditions regarding the letting of the **property/ies** including, but not limited to –
 - (a) the number of persons legally allowed to reside at the **property**.
 - (b) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - (c) having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **property**.
 - (d) holding (if applicable) an appropriate license issued by the local authority (in which the **property** is located) for the **property**.

2. **You** must ensure that all gas appliances/boiler fitted at the **property** are serviced by an individual on the Gas Safety Register within 30 days of inception of this **insurance** or not more than one calendar year from the date they were last services, whichever is sooner.

Thereafter **you** must have them serviced at least once every twelve months. **You** must keep in your possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. **You** will have to produce them for our inspection if **we** ask for them.

ADDITIONAL CONDITIONS APPLICABLE WHILST THE PROPERTY IS UNOCCUPIED

1. **You** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied as soon as reasonably practicable.
2. Cover in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
3. All loose material to be kept clear of the **property**.
4. Should the **property** have a commercial element then it is a condition of this policy that all accessible doors and windows be sealed against illegal entry with shutters or are boarded up.

When **Emerald Life** receives notice of the above **we** or **Emerald Life** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information Website (www.legislation.gov.uk) or contact the Citizens Advice Bureau.





CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team at
Emerald Life Claims, Bloomfield House, 3 Balloo Place, Bangor, Co Down, BT19 7BP

Email: homeclaims@emeraldifclaims.co.uk

Telephone: 0333 234 3722

as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within 24 hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within 7 days of the incident.
2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
6. It is **your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.

7. **You** must take care to limit any loss, damage or injury.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of a failure to comply.

CLAIMS CONDITIONS THAT APPLY TO SECTION ONE - BUILDINGS ONLY

Settling claims - How we deal with your claim

If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or the loss has been reinstated.

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

Your sum insured

We will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.





The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects', surveyors', consulting engineers' and legal fees.

CLAIMS CONDITIONS THAT APPLY TO SECTION TWO - CONTENTS ONLY

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under section two.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

We will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium **you** have paid for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **contents** as new, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

HOW TO MAKE A CLAIM

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Emerald Life Claims, Bloomfield House, 3 Balloo Place, Bangor, Co Down, BT19 7BP

Email: homeclaims@emeraldlifeclaims.co.uk

Telephone: 0333 234 3722

The claims helpline is open 24 hours a day, 365 days a year.

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this **insurance**.

Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any **excess** beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.





WHAT TO DO IF YOU HAVE A COMPLAINT - ENQUIRIES AND COMPLAINTS PROCEDURE

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **Emerald Life** at 0330 113 7019 or customerservice@emerald.life.

CLAIMS ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about a claim or its administration, **you** should contact Emerald Life Claims.

Email: homeclaims@emerald.life

Telephone: 0333 234 3722

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **Emerald Life** at 0330 113 7019 or customerservice@emerald.life.

Please quote **your** policy number in all correspondence so that **your** concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to Emerald Life Claims Their contact details are provided below:

Email: homeclaims@emerald.life

Telephone: 0333 234 3722

Alternatively you can ask **Emerald Life** at 0330 113 7019 or customerservice@emerald.life to refer the matter on for **you**.

Please quote **your** claim reference and policy number in all correspondence so that **your** concerns may be dealt with speedily.

What happens next?

If **Emerald Life** or Emerald Life Claims is not able to resolve **your** complaint satisfactorily by close of business the 3rd working day following receipt of **your** complaint, they will refer **your** complaint to the Head of Compliance at The Channel Managing Agency Ltd., who will send **you** an acknowledgement letter. If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Head of Compliance yourself by writing to:

The Channel Managing Agency Ltd.
10 Lime Street
London
EC3M 7AA
Telephone: 0203 817 5070

E-mail: complaints@channel2015.com

We will investigate **your** complaint and will provide **you** with a written response within two weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:
Complaints
Lloyd's
Fidentia House,
Walter Burke Way,
Chatham Maritime
Kent ME4 4RN

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If you remain unhappy

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a

www.emerald.life





period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0300 123 9 123** or **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk





GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you, your** representatives or any other person lawfully on the **premises**

d) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or

Chemical contamination due to or arising from;

- Terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this general exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

e) Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **subsidence, heave or landslip**.

f) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This general exclusion applies regardless whether there is:

- Any physical loss or damage to the **property**
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns





g) Diminution in Value Exclusion

We will not pay for any reduction in value of the **property** following repair or replacement paid for under this insurance.

h) Contractors Exclusion

We will not pay for any loss, damage or liability arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

i) Electronic Data Exclusion

We will not pay for:

Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic data** from any cause whatsoever (including but not limited to **Computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the **period of insurance** to the **property**.

Should **Electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **Electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **Electronic data** to the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled

j) Faulty Workmanship Exclusion

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials

k) Wear and Tear Exclusion

We will not pay for:

Any loss or damage caused by wear and tear or any other gradual operating cause

l) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or damage caused by domestic pets, insects or vermin

m) Sanction Limitation and Exclusion

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

n) Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.





SECTION ONE - BUILDINGS

This part of the policy wording sets out the cover **we** provide for the buildings at the **premises**

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils;	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences d) for loss or damage while the property is unoccupied
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools d) for loss or damage while the property is unoccupied e) for loss or damage to the property caused by wet or dry rot f) for loss or damage caused by the failure or lack of grout and/or sealant





5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage while the property is unoccupied
6. Theft or attempted theft	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage unless involving forcible and violent entry to or exit from the property or by deceptionc) for loss or damage while the property is unoccupiedd) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police
7. Collision by any vehicle or animal	<ul style="list-style-type: none">a) the excess shown in the schedule
8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage while the property is unoccupiedc) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the policed) for loss or damage caused by any person lawfully on the premisese) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the premises is also affected at the same time by the same eventc) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same eventd) for loss or damage arising from faulty design, specification, workmanship or materialse) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by lawf) for loss or damage caused by coastal or riverbank erosiong) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensionsh) for loss or damage caused by new structures bedding down, settling, expanding or shrinkingi) for loss or damage while the property is unoccupied





10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess shown in the schedule
11. Falling trees, telegraph poles or lamp-posts	a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage to gates and fences





ADDITIONAL COVER

This section of the insurance also covers	We will not pay
<p>A) The cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) the excess shown in the schedule</p> <p>b) for damage caused by chipping, denting or scratching</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>B) The cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage to any part of the cables or service pipes within the buildings</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>C) Loss of rent contractually due to you which you are unable to recover for a period necessary to repair the buildings following a loss or damage to buildings which is covered under section one</p>	<p>a) any amount over 20% of the sum insured for the buildings damaged or destroyed</p> <p>b) for loss or rent arising from the tenants leaving the property without giving you notice</p> <p>c) rent the tenants have not paid</p> <p>d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim</p> <p>e) for loss of rent or any other expenses you must pay to the letting agent</p> <p>f) for loss of rent arising from any part of the property that is used for anything other than domestic accommodation</p> <p>g) for loss to rent after the property is fit to be let out</p> <p>h) for loss of rent for more than 24 months</p> <p>i) for loss or damage while the property is unoccupied</p>





<p>D) Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>d) for loss or damage while the property is unoccupied</p>
<p>E) Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than GBP750 in any period of insurance.</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>F) Anyone buying the property who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>a) the excess shown in the schedule</p> <p>b) if the buildings are insured under any other insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>G) Loss or damage to lawns or gardens as a direct result of the actions arising out of the emergency services while attending the buildings to deal with an emergency at the premises.</p>	<p>a) the excess shown in the schedule</p> <p>b) the costs arising from the failure of trees, shrubs, plants, turf and the like to germinate or to become established</p> <p>c) more than £750 in any period of insurance</p> <p>d) for loss or damage while the property is unoccupied</p>
<p>H) Loss or damage to the property caused by the emergency services attending the premises</p>	<p>a) the excess shown in the schedule</p> <p>b) more than GBP750 in any period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>





SECTION TWO - CONTENTS

This part of the policy wording sets out the cover **we** provide for the **contents** at the **premises**

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by the following insured perils;	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) property in the open c) for loss or damage while the property is unoccupied
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage while the property is unoccupied c) for loss or damage to the property caused by wet or dry rot d) for loss or damage caused by the failure or lack of grout and/or sealant
5. Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the excess shown in the schedule b) for loss or damage while the property is unoccupied





6. Theft or attempted theft	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage unless involving forcible and violent entry to or exit from the property or by deceptionc) any amount over GBP500 for contents within any detached domestic outbuildings and garages within the premisesd) for loss or damage caused by any person lawfully on the premisese) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the policef) for loss or damage while the property is unoccupiedg) for money, certificates, documents or valuables
7. Collision by any vehicle or animal	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage while the property is unoccupied
8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage unless involving violent and forcible entry to or exit from the property, or by deceptionc) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the policed) for loss or damage while the property is unoccupied
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same eventc) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by lawd) for loss or damage caused by any new structures bedding down, settling, expanding or shrinkinge) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensionsf) for loss or damage by coastal or riverbank erosiong) for loss or damage while the property is unoccupied
10. Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for loss or damage caused by trees being cut down or cut back within the premises





SECTION THREE – PROPERTY OWNER’S LIABILITY

This section is applicable to all policies

We will cover **you** for **your** legal liability as the **property** owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to property caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**.

We will not pay in respect of other liability covered under section three more than **GBP2,000,000** in all, unless otherwise stated in the **schedule**, for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is covered	What is not covered
We will compensate you ;	We will not compensate you for any liability;
1) as owner for any amounts you become legally liable to pay as damages for bodily injury or death; 2) for damage to property caused by an accident happening at the premises during the period of insurance	a) the excess shown in the policy schedule b) for bodily injury to <ul style="list-style-type: none"> • you • any person who at the time of sustaining such injury is engaged in your service c) for bodily injury arising directly or indirectly from any communicable disease or condition d) arising from any criminal or violent act to another person e) for damage to property owned by or in the charge or control of; <ul style="list-style-type: none"> • you • any other person lawfully on the premises • any person engaged in your service f) arising directly or indirectly from any profession, occupation, business or employment apart from arising out of property ownership g) which you have assumed under contract and which would not otherwise have attached





	<p>h) arising from your ownership, possession or use of:</p> <ul style="list-style-type: none">• any motorised or horse drawn vehicle• any power-operated lift• any aircraft or watercraft other than manually operated rowing boats, punts or canoes• any animal <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none">• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and• reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising from your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to compensation under any other insurance, until such insurance(s) is exhausted</p> <p>l) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man</p>
--	--

Emerald Life Limited. Registered in England and Wales No: 07201151. Registered Office: Unit LF2.4, The Leathermarket, 11-13 Weston Street, London SE1 3ER. Emerald Life is authorised and regulated by the Financial Conduct Authority (FCA No. 666615).

Channel Syndicate 2015 is managed by The Channel Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

