

Unoccupied Residential Property Owners Policy Wording

Underwritten by
Amtrust Europe Limited
Version 7



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Introduction

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 wording and **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

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

The written authority (contract number shown in the **schedule**) allows ABACUS to sign and issue this policy wording and **schedule** on **our** behalf.

Your Policy

This policy wording, **schedule** and any **endorsement(s)** applying to **your** policy wording form **your** Insurance policy.

The policy sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep these documents in a safe place.

Please read all of the documentation carefully. The policy wording 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.

Please contact **your broker** immediately if anything is not correct or if **you** would like to ask any questions.

Law applicable to this insurance

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the English Law.

Definitions

Wherever the following words appear in bold in this policy wording they will have the meanings shown below.

Accidental damage	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
Bodily injury	Death, bodily injury, illness or disease.
Building(s)	• The home and its decorations • fixtures and fittings attached to the home • contents of common areas • permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks which you own or for which you are legally liable within the premises named in the schedule .
Contents	Household goods and personal property, within the home, which are your property or for which you are legally liable. Contents includes: • carpets and unattached wood/laminated flooring • radio and television aerials, satellite dishes, their fittings and masts which are attached to the home • permanently sited (but not fixed) hot tubs, Jacuzzis and spas • property in the open but within the premises up to £250 in total other than: ◦ permanently sited (but not fixed) hot tubs, Jacuzzis and spas ◦ radio/television aerials, satellite dishes, their fittings and masts which are attached to the home • unattached fixtures and fittings awaiting installation to the buildings • domestic oil in fixed fuel oil tanks up to £1,000 Contents does NOT include: • motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories • any living creature • any part of the buildings • any property held or used for business purposes • any property insured under any other insurance • money and credit cards • deeds and registered bonds and other personal documents • stamps or coins forming part of a collection • clothing, baggage, sports equipment and other similar items normally carried about the person • valuables • pedal cycles

Definitions (continued)

Wherever the following words appear in bold in this policy wording they will have the meanings shown below.

Contents of common areas	Landlord's contents comprising furniture, furnishings, carpets, and other property in the common hall, stairway, and other common parts (including storage rooms and compartments) of the home all belonging to you or for which you are legally responsible excluding: a. any loss and/or damage in excess of £5,000 b. valuables c. money, stamps, certificates, cheques, securities or documents d. television, video, audio equipment and computers e. household linen, clothing and personal possessions f. animals g. property more specifically insured h. property in the open i. motor vehicles, their contents or accessories
Credit cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance identified in the schedule .
Flood	An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and/or the overflowing of water onto land that is dry arising as a direct consequence of storm .
Good state of repair	The private dwelling is secure, structurally sound, weatherproof, with no evidence of dry rot, rising damp or infestation and there is no damage to the roof or chimney.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Landslip	Downward movement of sloping ground.
Money	• current legal tender, cheques, postal and money orders • postage stamps not forming part of a stamp collection • savings stamps, savings certificates and travellers cheques • premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
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 risk address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule forms part of your insurance policy and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.

Definitions (continued)

Wherever the following words appear in bold in this policy wording they will have the meanings shown below.

Standard Construction	Built solely of brick, stone or concrete (but not prefabricated walls or panels) and is either flatroofed or roofed with slate, tile, concrete or metal (providing the metal portion of the roof does not exceed 15%).
Storm	Strong winds of 41 knots/47mph or more, usually accompanied by rain, hail or snow (including weight of snow). Beaufort scale number 9 or higher.
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building .
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of 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.
United Kingdom	England, Wales, Scotland, Northern Ireland and the Isle of Man.
Unoccupied	Any building or part of building or flat which is empty &/or disused &/or unfurnished &/or untenanted &/or where there is no lease in active use.
Valuables	• jewellery • furs • gold, silver, gold and silver plated articles • pictures.
We/us/our	The insurer, AmTrust Europe Limited whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676) and who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registered number 202189.
You/your/insured	The person or persons named in the schedule .
Your broker	The insurance broker /agent who placed this insurance on your behalf.

General Conditions applicable to the whole of this insurance

a) Your Duties

1. **You** must take all steps to prevent loss, damage or an accident and keep the **buildings** in a **good state of repair**.
2. **You** must tell **your broker** immediately if the **home** becomes let under different circumstances or the nature of tenancy alters from that originally disclosed. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
4. When **your** home becomes **unoccupied**, **you** must comply with the Unoccupied General Condition I.

If **you** fail to comply with any of the above duties **you** may not be covered.

b) Multi Property

Each **home** included under this insurance is considered to be covered as if separately insured.

c) Privacy and Data Protection Notice

Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **we** process **your** personal data, for full information please visit www.amtrustinternational.com/legal/privacy-cookies.

How We Use Your Personal Data And Who We Share It With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure Of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions) to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International – please see website for full address details.

General Conditions applicable to the whole of this insurance (continued)

d) Protections Clause

It is **you** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order
- are in full and effective operation whenever the property is untenanted.

If **you** fail to comply with the above duties this insurance will not cover loss or damage resulting from unauthorised entry.

e) Non Invalidation Clause

This Insurance shall not be invalidated by any act, omission or by any alteration if, unknown to **you**, the risk of damage is increased to **you** or beyond **your** control, provided that immediately **you** become aware of the increase in risk, **you** inform **us** in writing and pay any appropriate additional premium if required.

f) Cooling Off Period

If, after reading through **your** insurance policy, **you** decide not to proceed with this insurance, **you** have the right to cancel without giving any reason providing **your** instructions to cancel are submitted to **your broker** within 14 days of either:

- a) the date **you** received the policy documentation
- b) the start of the **period of insurance**,
whichever is the latter.

On receiving **your** instructions **we** will cancel the insurance from the inception date. No cover will be provided and **you** will receive a full refund of premium.

If **you** notify and wish to make a claim within this 14 day cooling off period, **we** will not allow a return premium.

g) Cancellation

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you** and will set out the reason for cancellation in this letter. Valid reasons include:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 10 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;
- Where **we** reasonably suspect fraud; or
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**, **you** will be entitled to a proportionate return of the premium paid, less an administration charge up to a maximum of £20.00.

General Conditions applicable to the whole of this insurance (continued)

h) Index-Linking Clause

The sums insured in Section One - Buildings and Section Two - Contents will be indexed each month in line with the following:

- Section One - Buildings: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.
- Section Two - Contents: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

i) Complaints Procedure

If **your** complaint is about **your** policy or how it was sold to **you**

If **you** have a query or complaint regarding the way the policy was sold, or the administration of **your** policy, **you** should refer to **your broker** who sold the policy to **you**.

If **your** complaint is about **your** claim

At AmTrust Europe Limited, **we** are committed to providing a high level of service at all times but, if **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so **we** can try to put things right.

If **you** wish to make a complaint about a claim under **your** policy please contact:

AmTrust Europe Complaints

AmTrust Europe Limited

Market Square House

St James's Street

Nottingham

NG1 6FG

Telephone: 0115 934 9852 (lines are open 9am - 5pm Mon-Fri, calls are charged at standard rate)

Email: complaints@amtrusteu.co.uk

We will contact **you** within three days of receiving **your** complaint to inform **you** of what action **we** are taking.

We will try to resolve the problem and provide **our** response within four weeks. If it will take **us** longer than four weeks, **we** will explain the current position and let **you** know when **you** can expect **our** response.

Referring your Complaint to the Financial Ombudsman Service

In the event that **you** are unhappy with **our** response to **your** complaint, or **you** have not received **our** response within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving **our** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **we** have not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or

0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights.

General Conditions applicable to the whole of this insurance (continued)

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. This depends upon the type of business and circumstances of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at:

www.fscs.org.uk or can be contacted on 0207 741 4100.

j) Claims Notification

If **you** wish to make a claim, please contact **us**.

AmTrust Europe Claims Team

0115 934 9818 (lines are open 9am - 5pm Mon-Fri, calls are charged at standard rate)

When submitting a claim, **you** must give **your** policy number

k) Important Information

If **you** are a private individual the following applies to **you**:

Giving us all the important information

When **we** accept **your** application for this insurance, **we** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

We may cancel **your** policy and refuse to pay any claim or **we** may not pay any claim in full.

We will write to **you** if **we**:

- intend to cancel **your** policy; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given **us** is incomplete or inaccurate, **you** must inform **your** broker.

If **you** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **you**:

Your Duty of Disclosure

Under the Insurance Act 2015 **you** have a duty to make fair presentation of the risk to **us** before this policy starts, at each renewal and when **you** make any amendment(s) to cover.

This means **you** must:

- disclose all material facts of which **you** know or ought to know.
- make the disclosure in a reasonably clear and accessible way.
- make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is information that would influence **our** decision as to whether to insure **you** and, if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following:

If **you** are an individual (such as a sole trader or individual partner):

- what is known to **you** and anybody who is responsible for arranging this insurance, or
- if **you** are not an individual (such as a limited company or partnership):
- what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- what should reasonably be revealed by a reasonable search of the information available to **you**. The information may be held within **your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

General Conditions applicable to the whole of this insurance (continued)

Breach of duty

If **you** breach **your** duty to make fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, **we** may void this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **we would not** have agreed to provide cover under the policy on any terms, **we** may void this policy and refuse all claims, but **we** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **we would** have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **we would** have agreed to provide cover under this policy but would have charged higher premiums, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium that **we** would have charged. For example: if, due to a breach of fair presentation, **we** charged a premium of £200 but **we** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, **you** will only be paid £500.

l) Unoccupancy Conditions

If the **home** is **unoccupied** it is a condition of the policy that **you** must comply with the following:-

- The water must be switched off at the mains and the water system drained OR the heating must be maintained at a minimum 15 degrees Centigrade or 58 degrees Fahrenheit at all times.
- The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the **home**.
- Any tanks containing fuel or other inflammable liquid must be drained and purged within the first 30 days of vacancy unless used to maintain heating of the **home**.
- The **home** must be inspected both internally and externally at least once every 30 days by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record; presentation of which will be required in the event of a claim.
- All waste refuse and other disused combustible material including accumulated mail will be cleared internally and externally from the **home** and removed from the **premises** at least once every 30 days.
- Advise **your broker** as soon as the property tenancy status alters.

m) Maintenance and Safety Requirements

It is a condition of this insurance that:

- a. All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation;
- b. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **you** or a responsible person acting on **your** behalf. **We** must be able to inspect these records upon request;
- c. All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire Safety) Regulations and any amendments thereto.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever
2. 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.

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 Loss or Damage

We will not pay for loss or damage:

1. occurring before cover starts or arising from an event before cover starts
2. caused deliberately by **you**, or any member of **your** family.

d) Loss of Value and Indirect Losses

We will not pay for:

1. loss of value of the **buildings, contents** or any other property insured;
2. any indirect losses associated with the incident that caused **you** to claim, unless otherwise insured under Section One - Buildings, Extension C Loss of Rent or Alternative Accommodation

e) Electronic Data Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever,
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
 - i) computer viruses, erasure or corruption of electronic data
 - ii) the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means 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'.

f) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance 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.

g) Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or damage, to any property, or any loss or expenses
 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 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**.

General Exclusions applicable to the whole of this insurance (continued)

h) Diminution in Value

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

i) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

j) Sonic Bangs

We will not pay for any loss or damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

k) Contractors Exclusion Clause

We will not pay for loss, damage or liability arising out of the activities of contractors.

l) Sanction Limitation and Exclusion Clause

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

m) Terrorism

We will not pay for any:

1. damage or loss of rent in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence directly or indirectly of **terrorism**
2. damage or loss of rent in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of **terrorism**. This insurance also excludes 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 any act of **terrorism**

In any action, suit or other proceeding where we allege that by reason of the provisions of this exclusion any damage is not covered by this policy the burden of proving that such damage is covered shall be upon **you**.

n) Domestic Pets, Insects or Vermin

We will not pay for any loss or damage caused by domestic pets or by insects or vermin.

Claims Conditions applicable to the whole of this insurance

Claims Procedures and Conditions

1. Claims – Action required by you

You shall in the event of any injury, loss or damage or loss of rent as a result of which a claim is or may be made under this policy and again upon receipt by **you** in writing of any notice of any claims or legal proceeding:

- a. Notify **us** within 30 days (or seven days in the case of injury, loss or damage or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft);
- b. Notify **us** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss or damage or loss of rent which may form the subject of a claim under this policy;
- c. Notify the police and obtain a crime reference number as soon as it becomes evident that any loss or damage has been caused by theft or malicious persons;
- d. Pass immediately, and unacknowledged, any letter of claim to **us**;
- e. Carry out and permit to be taken any action which may be practicable to prevent further injury, loss or damage or loss of rent;
- f. Retain unaltered and un-repaired anything in any way connected with the injury, loss or damage or loss of rent for as long as **we** may require;
- g. Provide **us**, at **your** own cost, with any information or documents that **we** ask for, including:
 1. If required, a statutory declaration of the truth of the claim;
 2. Details of any other insurance covering the subject matter of the claim under this policy and any matters connected with it;
- h. Make available at **your** expense any documents required by **us** with regard to any letter of claim;
- i. Not pay or offer or agree to pay any money or make any admission of liability without **our** prior consent;
- j. Allow **us** in **your** name and on **your** behalf to take over and, during such periods as **we** think appropriate, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **us** for that purpose.

No claim under this policy shall be payable and any payment on account of a claim already made shall be repaid to **us**, if the terms of this Claims Policy Condition are not complied with.

2. Claims – Our rights

In respect of injury, loss or damage or loss of rent for which a claim is made, **we** and any person authorised by **us** may, without incurring any liability or diminishing any of **your** rights in respect of the cover under this policy, enter **premises** where such injury, loss or damage or loss of rent has occurred, and take possession of or require to be delivered to **us** any property insured, and to deal with such property for all reasonable purpose and in any reasonable manner.

No property may be abandoned to **us**, whether taken possession of by **us** or not. **We** will not pay for any claim unless the terms of these Claims Conditions have been complied with.

Claims Conditions applicable to the whole of this insurance (continued)

How We Deal With Your Claim

1. Defence of Claims

We may

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

2. Other Insurance

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

3. Fraudulent Claims

If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Buildings

What is covered

What is not covered

This insurance covers the buildings for loss or damage directly caused by:	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft and other flying devices or items dropped from them	the first £100 of every claim
3. storm, flood or weight of snow	a) the first £100 of every claim b) for loss or damage caused by subsidence, heave or landslip other than as covered under Section One – Buildings, What is covered, item number 9 c) for loss or damage to domestic fixed fuel-oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, gates and fences d) for damage attributed solely to change in the water table level
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) the first £500 of every claim b) for loss or damage resulting in subsidence, heave or landslip other than as covered under Section One - Buildings, What is covered, item number 9 c) for loss or damage to domestic fixed fuel-oil tanks, and permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis and fixed spas d) for the appliance or system from which the water escaped
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	a) the first £100 of every claim b) for loss or damage caused by faulty workmanship c) for the appliance or system from which the oil escaped
6. theft or attempted theft	a) the first £100 of every claim b) for loss or damage within the home unless the loss or damage is caused by violent and forcible entry into or exit from the buildings or by deception
7. collision by any vehicle or animal	a) the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the first £100 of every claim

Buildings (continued)

What is covered

What is not covered

This insurance covers the buildings for loss or damage directly caused by:	We will not pay
9. subsidence or heave of the site upon which the buildings stand or landslip	a) the first £1,000 of every claim b) for loss or damage to domestic fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time d) for loss or damage arising from faulty design, specification, workmanship or materials e) 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 law f) for loss or damage caused by coastal erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the first £100 of every claim b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	a) the first £100 of every claim 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

Buildings (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
A) the cost of repairing accidental damage to: - fixed glass and double glazing (including the cost of replacing frames) - solar panels sanitary ware - ceramic hobs all forming part of the buildings	a) the first £100 of every claim b) for damage to plate glass windows and shopfronts
B) the cost of repairing accidental damage to: - domestic oil pipes - underground water-supply pipes - underground sewers, drains and septic tanks - underground gas pipes - underground cables which you are legally liable for	a) the first £100 of every claim for loss or damage to any part of the cables or service pipes within the buildings
C) loss of rent due to you for which a booking has been confirmed and a deposit taken which you are unable to recover while the buildings cannot be lived in following loss or damage which is covered under Section One.	a) any amount over 20% of the sum insured for the buildings damaged or destroyed b) any loss of rent for a period in excess of 12 months c) any amount where you cannot evidence a booking has been made in writing in advance of the loss or damage and a deposit for the visit has been taken
D) expenses you have to pay in respect of: - 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 following loss or damage to the buildings which is covered under Section One and included in the sum insured for buildings	a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on you before the loss or damage
E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One - Buildings, What is covered, item number 4	more than £750 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £750 in total
F) anyone buying the home who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance

Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
G) trace and access cover - In the event of loss or damage to the buildings which is covered under Section One, What is covered item number 4, in consequence of escape of water from and frost damage to fixed water tanks, apparatus and pipes we will pay for the expenses incurred by you in locating the source of such damage and in subsequent making good of damage caused as a consequence of locating such source.	more than £5,000 in total during the period of insurance
H) Illegal Activities - costs incurred by you in consequence of damage to the buildings , for the purpose of any illegal activities caused by persons legally allowed in your home	a) the first £100 of every claim b) for any damage caused by you c) more than £5,000 in respect of any one incident
I) emergency access to the premises - costs incurred by you following damage to the insured premises or destruction to external landscaping caused by the emergency services or persons acting under their control in gaining access to the insured premises to mitigate damage to the premises caused by an insured peril under Section One – Buildings What is covered.	a) more than £5,000 in total during the period of insurance b) any costs incurred following damage caused by the police in the course of any criminal investigation or as a result of unlawful activities at the premises or occurring elsewhere.

Buildings (continued)

Settling Claims

Conditions that apply to Section One - Buildings only

How **we** deal with **your** claim

1. 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; and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form; and
 - the damage has been repaired or loss has been reinstated.
 2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, 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

1. **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.
 2. 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 only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
-

Limit of Insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule** less any applicable excess.

Contents

What is covered

What is not covered

This insurance covers the contents for loss or damage directly caused by:	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft and other flying devices or items dropped from them	the first £100 of every claim
3. storm, flood or weight of snow	a) the first £100 of every claim b) for property in the open c) for damage attributed solely to change in the water table level
4. escape of water from fixed water tanks, apparatus or pipes	a) the first £500 of every claim
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 first £100 of every claim increasing to £250 while the buildings are unoccupied b) more than £1,000 in total for domestic oil in fixed fuel oil tanks c) for loss or damage caused by faulty workmanship
6. theft or attempted theft	a) the first £100 of every claim b) for loss or damage within the home unless the loss or damage is caused by a violent and forcible entry into or exit from the buildings or by deception c) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
7. collision by any vehicle or animal	a) the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the first £100 of every claim b) for loss or damage caused, unless loss or damage follows a violent and forcible entry or by deception

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
9. subsidence or heave of the site upon which the buildings stand or landslip	a) the first £100 of every claim b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion
10. falling trees, telegraph poles or lamp-posts	a) the first £100 of every claim b) for loss or damage caused by trees being cut down or cut back within the premises

Contents (continued)

Settling Claims

Conditions that apply to Section Two - contents only

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option pay the cost of repair or replacement for any article covered under Section Two.
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
- the new article is as close as possible to, but not an improvement on, the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement
- The above basis of settlement will not apply to clothes, where **we** will take off an amount for depreciation.

Amount deductible	Age of Contents
10%	12 – 24 months
15%	25 – 36 months
20%	37 – 48 months
25%	49 + months

2. **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

1. **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.
2. 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 only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One or the **contents** are insured under Section Two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only (but not as occupier) is covered under Part A below.
- if the **contents** only are insured, **your** legal liability as occupier only (but not as owner) is covered under Part A below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A below.

What is covered

What is not covered

We will indemnify you:	We will not indemnify you for any liability:
as owner for any amounts you become legally liable to pay as damages for: • bodily injury • damage to property caused by an accident happening at the premises during the period of insurance.	a) for bodily injury to: • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service b) for bodily injury arising directly or indirectly from any communicable disease or condition c) arising out of any criminal or violent act to another person or property d) arising directly or indirectly out of any profession, occupation, business or employment e) which you have assumed under contract and which would not otherwise have attached f) arising out of your ownership, possession or use of: - any motorised or horse-drawn vehicle other than domestic gardening equipment used within the premises - any power-operated lift - any aircraft or watercraft other than manually operated rowing boats, punts or canoes - any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 g) in respect of any kind of pollution and/or contamination other than: • 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, 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

Legal Liability to the Public (continued)

What is covered

What is not covered

	We will not indemnify you for any liability (continued):
	h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises i) if you are entitled to indemnity under any other insurance, including but not limited to any home or travel insurance, until such insurance(s) is exhausted

Part B

We will indemnify you:	We will not indemnify you
for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	• for any liability if you are covered by any other insurance • for the cost of repairing any fault or alleged fault

Limit of indemnity

We will not pay:

- in respect of pollution and/or contamination:- more than £2,000,000 in total
- in respect of other liability covered under Section Three:- more than £2,000,000 in total for any one accident or series of accidents arising out of any one event, including the costs and expenses which **we** have agreed in writing.

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