Unoccupied Residential Property Owners Policy Wording

Underwritten by

AXIS Managing Agency Ltd

Version 2

Index

Introduction

This policy has been arranged by ABACUS on behalf of AXIS Managing Agency Ltd under the Contract Reference number as stated in **your schedule**. All enquiries in relation to this policy (other than claims) should be directed to **your broker**.

ABACUS acts as an agent for **us** in performing its duties under this agreement.

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 behalf of **us**.

Your Policy
This policy wording, **schedule** and any **endorsement(s)** applying to **your** policy wording forms **your** insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

<u>Please read the whole document carefully.</u> It is arranged in different sections. It is important that:

1. **you** are clear which sections **you** have requested and want to be included;
2. **you** understand what each section covers and does not cover;
3. **you** understand **your** own duties under each section and under the insurance as a whole.

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

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** cannot meet **our** obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk

Law and Jurisdiction Applicable to this Insurance
Notice to the **Insured**. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Definitions

Wherever the following words appear in bold in this insurance 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

Bodily injury includes death or disease.

Buildings

- The **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **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 which **you** are legally liable for.

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 and spas
- property in the open but within the **premises** up to £250 in total other than:
  - permanently sited (but not fixed) hot tubs 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
- gold, silver, gold and silver plated articles
- **personal possessions**
- jewellery
- furs
- pictures
- works of art
- pedal cycles

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**.

Excess/Excesses

The amount(s) **you** will have to pay towards each separate claim.

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**.

Definitions (continued)

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 and 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 or until cancelled.
Personal Possessions	Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to **you**.
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** is part of this insurance 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.
Standard Construction	Built solely of brick, stone or concrete (but not prefabricated walls or panels) and is either flat-roofed or roofed with slate, tile, concrete or metal (providing the metal portion of the roof does not exceed 15%).
Storm	Rain and/or hail and/or snow (including weight of snow) and/or strong winds of 41Knots/47mph or more (Beaufort Scale number 9).
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 threat and/or the use of force or violence, 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.
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.
We / us / our	AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at 52 Lime Street, London, EC3M 7AF (Company Number 08702952).

Definitions (continued)

You/your The person or persons named as the insured 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** without delay 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. **You** must 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 become invalid in respect of loss or damage resulting from unauthorised entry.

b) Unoccupancy Condition

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

a) All security must be maintained and placed in operation whenever the **home** is unattended
b) The gas and electricity must be turned off at the mains unless used to maintain the security &/or heating of the **home**
c) 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**
d) The **home** must be inspected both internally and externally at least every 30 days by either **you** or **your** representative. A visit record of dates, time and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim
e) 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** every 30 days
f) Advise your Insurance Advisor/Broker as soon as the property tenancy status alter

c) Multi Property

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

d) Privacy Notice

This is the short form version of "AXIS UK-EU Privacy Notice". This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group ("AXIS") or benefitting from an insurance policy purchased by an employer or third party on their behalf ("**you**").

In this Notice, **we** provide **you** with a summary of when, why and how **we** collect and use **your** personal data, the conditions under which **we** may disclose it to others, how **we** keep it secure and **your** rights under UK and EU data protection laws.

Who collects your personal data?

The AXIS entity that originally collected **your** personal data is responsible for managing **your** personal data ("Data Controller") and is responsible for deciding how **your** personal data is held and used. To find out the identity of the Data Controller, **you** can contact the AXIS company **you** contracted with, **your** broker or **your** employer.

What type of personal data do we collect about you?
We process personal data **you** provide **us** and personal data which is provided to **us** by third parties. **We** process personal data **you** provide to **us**, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information
- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:

- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where **we** will process special category personal data about **you**, **we** will apply safeguards in accordance with the applicable data protection legislation.

How do we collect information about you?
If **you** are an insured or potential insured, **we** collect data from **you** or **your** representative through the policy application process. **We** may also collect data about **you** from **your** family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If **you** are a claimant, **we** collect data about **you** when **you** notify **us** of a claim, or if the claim is made by someone with a close relationship to **you** or who otherwise has authority to make a claim on **your** behalf. **We** may also collect personal data about **you** from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, **we** may consult other public sources to validate the claim or protect against fraud or other financial crime.

If **you** decide not to supply personal data that **we** have requested and as a result **we** are unable to comply with **our** professional, legal or regulatory obligations, then **we** may be unable to enter into a relevant contract with **you**. Where **we** already have a contractual relationship with **you**, a decision by **you** not to provide the requested personal data may cause delay in fulfilment of **our** contractual obligations or may result in **our** being unable to continue the relationship.

Why do we collect personal data about you?
We may collect **your** personal data for the following purposes:

- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]
- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

How long do we keep your personal data?
We will retain **your** personal data in accordance with **our** retention policies and, in any case, for no longer than necessary to provide the services agreed in **your** contract with **us** or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

Where does your personal data go?
We may need to transfer **your** personal data to third parties or to other AXIS group companies.

Transferring your personal data outside the UK or EEA
We may transfer **your** personal data to other companies in AXIS and to **our** agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever **we** transfer **your** personal data outside the UK or EEA, **we** take appropriate steps to ensure **your** personal data and **your** privacy rights are adequately protected.

Your Rights
Under UK and EU data protection laws, **you** have certain rights in relation to **your** personal data. **You** may also file a complaint with a local supervisory authority regarding how **your** personal data is collected and processed. **We** aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing **your** request.

How to Contact Us
Please address all inquiries, requests, and other communications regarding **your** personal information or this Privacy Notice to:
Contact: Data Protection Officer
Email: dpo@axiscapital.com
Address: 52 Lime Street, London EC3M 7AF
Phone: +44-20-7877-3800
https://www.axiscapital.com/who-we-are/privacy

e) Subjectivity Clause
At the inception of or during each **period of insurance**, the insurance provided by this policy wording and **schedule** is subject to **you**:
a) i. providing **us** with any additional information
ii. completing any actions agreed between **you** and **us**
iii. allowing **us** to complete any actions agreed between **you** and **us**.
b) If required by **us**, allowing **us** access to the **premises** and/or the business to carry out survey(s) and **your** compliance with any risk improvements identified.

If this is the case, then the **schedule** will clearly state the information required and/or the actions to be completed and the dates **we** require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) **we** may, at **our** option:

i. modify **your** premium
ii. amend the terms and conditions of this policy
iii. require **you** to make alterations to the **premises** and/or to comply with any risk improvements identified
iv. exercise **our** right to cancel **your** policy (see cooling off/cancellation rights, Page 9)
v. leave the policy terms, conditions and premium unaltered.

If **we** proceed with any of the options i. ii. and iii. above, **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

f) Your Bank or Building Societies Interest
The rights of the bank or building society that provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

g) Non Invalidation Condition
The Insurance by this section will not be invalidated by any act omission or by any alteration whereby the risk of damage is increased unknown 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.

h) Several Liability Clause
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

i) 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 later.

On receiving **your** instructions **we** will at **your** choice:
a) cancel the insurance from the inception date, providing no cover and allow a full return premium, or
b) cancel the insurance from the date **your** instructions are received (providing received within this 14 day cooling off period) and allow a pro rata return premium providing no claims have been reported.

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

j) 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 may include but are not limited to:
   - 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 **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
   - 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.

Any refund of premium following cancellation by **you** is subject to;

* no claims made under the policy for which a payment has been made;
* no claims made under the policy which are still under consideration; and
* no incident which could give rise to a claim but is yet to be reported to **us**,

in which case the full premium will be payable.

k) 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.
Section Two - Contents: The Consumer Durables Section of the General Index of Retail Prices.

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.

l) Complaints Procedure
Please see **your schedule**.

m) Claims Notification
Please see **your schedule**.

n) Reliance on Information Supplied
In deciding to accept this insurance and in settling the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and settling its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition on Page 9.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

o) Average (Underinsurance) Clause
The Sums Insured by any item for **buildings** or **contents** are declared to be separately subject to Average. Average means that if at the time of loss or damage the sum insured for any item is less than the value of the item covered by such sum insured, the amount payable by **us** will be proportionately reduced.

p) Maintenance and Safety Requirements Condition

a) All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation. 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;

b) 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) Nuclear Reaction, Nuclear Radiation or Radioactive Contamination

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
2. Any legal liability of whatsoever nature, or death or injury to any person directly or indirectly caused by or contributed to, by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

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 &/or Deliberate Loss or Damage

We will not pay for loss or damage:

- occurring before or arising from an event before the beginning of the **period of insurance**.
- caused deliberately by **you** or any person acting on **your** instruction.

d) Indirect Loss or Damage

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

e) Electronic Data Exclusion Clause

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; or
2. any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to, by or arising from:-

- computer viruses, erasure or corruption of electronic data
- 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 damage to any property whatsoever, or any loss or expenses whatsoever;
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**.

h) Loss of value

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

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

i) Maintenance Related Damage
This insurance does not cover loss, damage or expenses resulting in or arising from wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, vermin, moths, pets, mould, infestation, any gradually operating cause, mechanical or electrical faults or breakdown.

j) Contractors Exclusion Clause
This insurance does not cover loss, damage or liability arising out of the activities of contractors.

k) Domestic Pets, Insects or Vermin
We will not pay for any damage caused by domestic pets or by insects or vermin.

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

m) Cooking Clause
We will not pay for any loss or damage to any property or any loss or expense, indirect loss or legal liability arising out of cooking in rooms unless they are fitted out and designated as kitchens or unless they comply with the Regulatory Reform (Fire Safety) Order 2005.

n) Sanctions Limitation and Exclusion Clause
No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

o) Cyber Exclusion
We will not pay any claim for:

a) Cyber
loss, damage, liability, cost or expense which is deliberately caused by:
i. the use of, or inability to use, any application, software or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
ii. Any computer virus;
iii. Any computer related hoax or deception relating to i. and or ii. above.

b) Electronic Data
loss of or damage to any electronic data (fro example file sor images), wherever it is stored.

This exclusion does not apply to:

- Physical loss or damage which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.
- Subsequent loss or damage which itself results from a acause which is not otherwise excluded.

p) Notifiable Disease Exclusion
We will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

- is notifiable to the government or a local authority under any law, order, act or statute; and/or
- is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation

q) Pollution and Contamination Exclusion
We will not pay for loss, destruction or damage caused by, or arising from, any kind of seepage or any kind of pollution and/or contamination

r) Asbestos Exclusion
This insurance does not cover any damage caused by, arising out of, or related in any way to asbestos or asbestos containing materials.

s) **Terrorism Exclusion**

We will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of Terrorism means 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.

This endorsement 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.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

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

Claims Conditions applicable to the whole of this insurance

Your Duties

In the event of a claim or possible claim under this insurance **you** must:

1. notify **your broker** or the claims department as shown in **your schedule** as soon as possible giving full details of what has happened.
2. provide **your broker** with written details of what has happened within 30 days and provide any other information **we** may require. **We** will only ask for information in relation to **your** claim
3. forward to **your broker** within 3 days' notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. not admit liability or offer or agree to settle any claim without **our** written permission.
6. take all care to limit any loss, damage or injury.
7. provide **us** with evidence of value or age (or both) for all items involved in a claim.
8. not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

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 **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.

   If **we** exercise **our** right under (c) above:

   i) **We** will 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,
   ii) **We** need not return any of the premiums 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 frost or 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, swimming pools, fixed hot tubs, fixed spas tennis courts, drives, patios and terraces, gates and fences d) for damage attributed solely to change in water table level.
4. escape of water from fixed water tanks, apparatus or pipes	a) the first £500 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, swimming pools and fixed hot tubs fixed Jacuzzis, fixed spas d) for the appliance or system from which the water escaped e) for loss or damage due to wear and tear or anything that happens gradually f) for loss or damage while the **home** is **unoccupied**
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 due to wear and tear or anything that happens gradually c) for loss or damage caused by faulty workmanship d) for the appliance or system from which the oil escaped e) for loss or damage while the **home** is **unoccupied**
6. theft or attempted theft	a) the first £100 of every claim b) for loss or damage within the **home** unless loss or damage is caused by unauthorised entry to the **premises** resulting in **damage** to the **building**, or violence or threat of violence against **you** or any director, officer or person employed by **you** c) for loss or damage which **your** lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d) for loss or damage while the **home** is **unoccupied**

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
7. collision by any vehicle or animal	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 while the **home** is **unoccupied**
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, 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 by the same event 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 h) for loss or damage caused by normal **settlement** and/or any general deterioration of the **building**
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 **home**	a) the first £100 of every claim b) for damage caused by chipping, denting or scratching c) for plate glass windows and shopfronts d) for loss or damage while the **home** is **unoccupied**
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 responsible for	a) the first £100 of every claim b) for damage due to wear and tear, rust, corrosion or anything that happens gradually c) for loss or damage to any part of the cables or service pipes within the **buildings** d) for loss or damage due to a fault or limit of design, manufacture, construction or installation
C) financial loss due to: • loss of rent due to **you** which **you** are unable to recover Or, alternatively, • additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for while the **buildings** cannot be lived in following loss or damage to the **buildings** which is covered under Section One	a) any amount over 20% of the sum insured for the **buildings** b) for loss of rent arising from the tenants leaving the **buildings** without giving **you** notice c) rent the tenants have not paid d) for loss of rent to any **buildings** that were **unoccupied** immediately before the insured event giving rise to a claim e) for loss of rent or any other expenses **you** must pay to the letting agent f) for loss of rent arising from any part of the **home** that is used for anything other than domestic accommodation g) for loss of rent after the **home** is fit to be let out h) for loss of rent for more than 12 months
D) expenses **you** have to pay and which **we** have agreed in writing for: • 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	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 Sections One and 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 – if there is a leak from **your** fixed water or oil tanks, apparatus or pipes **we** will pay for the expenses **you** incur in locating the source of the leak and making the necessary repairs	more than £5,000 in total during the **period of insurance**
H) emergency access cover – **we** will pay **you** for the costs incurred 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** as a result of concern for the welfare of the tenant(s) and/or to mitigate damage to the **premises** caused by an insured peril applicable under Section One – Buildings	a) more than £10,000 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)

Section One – Buildings – 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 and replacements cannot be matched.

Your sum insured

3. **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.
4. If **you** are underinsured, 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 water table level.
4. escape of water from fixed water tanks, apparatus or pipes	the first £500 of every claim
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 due to wear and tear or anything that happens gradually 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 loss or damage is caused by unauthorised entry to the **premises** resulting in **damage** to the **building**, or violence or threat of violence against **you** or any director, officer or person employed by **you** c) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages d) for loss or damage while the **home** is **unoccupied**
7. collision by any vehicle or animal	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 c) for loss or damage while the **home** is **unoccupied**

Contents (continued)

Perils available	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 following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law e) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions f) 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)

Section Two – Contents – 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 repair, replace or pay 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 a 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:
   - household linen and clothing
   - pedal cycles
   - property not proved to be less than 1 year old at the time of the loss
   - any item not repaired or replaced

   where **we** will take off an amount for depreciation.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** 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 and replacements cannot be matched.

Your sum insured

3. **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.

4. If **you** are underinsured, which means the cost of replacing or repairing the **contents** at the time of 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**.

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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 pay for **your** legal liability:	**We** will not pay for **your** legal liability:
as owner or occupier up to the sum insured 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** unless a signed lease agreement is in force • 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: i) any motorised or horse-drawn vehicle other than domestic gardening equipment used within the **premises** ii) any power-operated lift iii) any aircraft (including drones) or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, hroses or dogs which are note designated as dangerous under the Dangerous Dogs Act 1991*, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation 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 will be deemed to have happened at the time of such accident

Legal Liability to the Public (continued)

What is not covered

	We will not pay for **your** legal liability:
	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 payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Part B

What is covered	What is not covered
We will pay for	**We** will not pay 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**	• any liability if **you** are entitled to payment under any other insurance • the cost of repairing any fault or alleged fault

*__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 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.opsi.gov.uk) or contact the Citizens Advice Bureau.

Limit of Indemnity

We will not pay:
- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under Section Three:- more than £2,000,000 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.