

May 2018

Residential Property Owners

Policy



All information in this Policy Booklet is correct at the time of printing (May 2018), for full up to date information please visit our website www.coveainsurance.co.uk

coveainsurance.co.uk



Thank you for choosing Covéa Insurance.

This is **your** Residential Property Owners Policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the Policy **schedule** and recorded in **your** statement of fact.

Please read the Policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

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Contact Numbers

Claims

Property Careline 0330 024 2255

You can contact **us** to report a claim using any of the following methods.

Covéa Insurance Property Careline –
24 hours a day, 365 days a year

- Telephone Covéa Insurance on **0330 024 2255**
- Fax – **0330 024 2613**
- Email – RPOclaims@coveainsurance.co.uk
- For Online Claims Assistance complete our Online Claims Form at www.coveainsurance.co.uk/reportclaim
- In writing – **Covéa Insurance Property Careline, PO Box 824, Halifax HX1 9QT**

See pages 29-32 for full details of how to make a claim and how **we** settle **your** claim.

Covéa Insurance Property Careline is a UK-based service.

Our staff are highly trained and can confirm whether **your** Policy covers **you** for the incident.

Please have **your** Policy number to hand when phoning.

In the event of **you** wishing to make a claim **you** must follow the procedures **we** have detailed in this Policy, failing which **we** will not be liable for **your** claim.

Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice on any Business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone **0161 603 2203** and quote **Your** policy number shown on **Your** policy Schedule. Advice given to **You** will be confirmed in writing where necessary.

Meaning of Words

Certain words have specific meanings when they appear throughout this Policy. They are printed in bold type.

Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

Bodily injury

Death, illness, injury or disease.

Buildings

The **property** and

- its **fixtures** and **fittings**;
- central heating fuel tanks and meters (but not the contents of the meter);
- cesspits and septic tanks;
- drives, fences, gates, hedges, lampposts, paths, patios, railings, terraces and walls;
- fitted carpets, laminate, vinyl and wooden floor coverings;
- fixed hot tubs and jacuzzis;
- greenhouses and sheds;
- hard tennis courts, fountains, ornamental ponds and sunken swimming pools;
- wind turbines and solar panels permanently fixed to the **property**;

all situated at the risk address shown on **your** Policy **schedule**.

Buildings does not include land, plants, shrubs and trees.

Contents

- appliances;
- furniture and furnishings;
- household goods;

all belonging to **you** as landlord for the use of **your tenant** or for the use in connection with the maintenance of the **property** whilst at the risk address shown on **your** Policy **schedule**.

Contents does not include

- aircraft, bicycles, caravans, motor vehicles, trailers, watercraft and their accessories;
- any part of the structure, decorations or **fixtures and fittings**;
- documents and money;
- property and tools used for business purposes;
- property belonging to any **tenant**;
- property in the open;
- property stored by **you** in the **property** that is not for the use of **your tenant**.

Employee

Any person employed by **you** as property owner undertaking maintenance, repairs or decorations in connection with the **buildings** covered by this Policy.

Meaning of Words

continued

Endorsement

Any change to the terms of the Policy or the acceptance of the insurance cover provided which will be shown on **your** Policy **schedule**.

Excess

The amount set out in the Policy **schedule** or specified in the relevant section of this Policy Booklet, which is the first part of the claim which **you** will be responsible for.

There are three types of **excess** as follows:

- Policy **excess**: This is the standard **excess** which is applied to all policies and forms part of the Policy terms.
- voluntary **excess**: This is selected by **you** and applied in addition to the Policy and compulsory **excess**.
- compulsory **excess**: Applied by **us**.

Fixtures and fittings

- boilers, central heating equipment, ducts, fires, fixed pipes, storage heaters and tanks;
- built in domestic appliances, furniture and kitchen units;
- cables, light fittings, switches and wires;
- fitted aerials, masts and satellite receiving equipment;
- fixed glass and sanitary ware.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Period of insurance

The period shown in **your** Policy **schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

Premises

The **buildings** and the land within the boundary belonging to them.

Property

The private dwelling and its garage(s) and permanent outbuildings all at the address shown on **your** Policy **schedule** and used for domestic purposes only.

Unless described differently by an **endorsement** to this Policy Booklet, the **property** must be:

- built of brick, stone or concrete walls;
- roofed with slates, tiles, concrete or metal and not more than 20% of the total external roof area either felt covered or flat.

Redecoration

- installation, repair or replacement of **fixtures and fittings**;
- internal decorating, painting and tiling;
- internal joinery and plastering;
- window replacement.

Meaning of Words

continued

Rent

The amount paid or payable to **you** for the use of the **property** and its services as stated in the tenancy agreement.

Schedule

The document which gives the details of the cover **you** have.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Tenant

The person or persons legally occupying the **property** as stated in the tenancy agreement.

Unfurnished

Without enough furniture and furnishings for normal living purposes.

Unoccupied

Whenever the whole or any self-contained part of the **property** is without a **tenant** for more than 60 consecutive days.

We, us or our

Covea Insurance plc.

You or your

The person or people shown in **your schedule** as the insured.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc.
Registered in England and Wales No. 613259.
Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
Telephone: 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.

Customer Information

continued

- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents

- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

Customer Information

continued

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Complaints Procedure

It is always **our** intention to provide a first class standard of service. However **we** do appreciate that occasionally things go wrong. In some cases the broker who arranged **your** insurance will be able to resolve any concerns, particularly if **your** complaint relates to the way the Policy was sold and **you** should contact them directly.

Alternatively please contact **us** using the following details quoting **your** Policy or claim number.

Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA.
Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **your** complaint is eligible when **you** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

How to Cancel your Policy

If **you** do not want to accept the Policy **you** have the right to cancel it within 14 days from the date of purchase of **your** Policy or the day **you** receive **your** Policy documentation, whichever is later. To do this **you** must return the Policy documentation to **your** broker when giving **your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **we** will refund the premium for the exact number of days left on the Policy, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax

Customer Information

continued

as stated on **your** Policy **schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**. **We** will also do this if **you** want to cancel the Policy within 14 days after the renewal date.

You may cancel the Policy at any other time by contacting **your** broker.

If **you** cancel **your** Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium. If **you** have a Loan Agreement with **us**, all outstanding monies must be paid to **us** as described in **your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **period of insurance**, **we** will refund the premium for the exact number of days left on the Policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **your** Policy **schedule**.

For **our** rights to cancel **your** Policy please refer to Conditions applicable to all Sections. Item 14. **Our** Rights to Cancel the Policy of this Policy Booklet.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **we** agree in writing with **you** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **you** have **your** principal residency. If there is any dispute, the law of England and Wales shall apply.

Index Linking

The **buildings** sum insured is automatically adjusted in line with changes in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or an alternative appropriate index.

The **contents** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index.

You will be told at each renewal date of the revised sums insured.

Introduction

Each section of this Policy, the **schedule** and any **endorsements**, together with this Introduction, Customer Information and the Meaning of Words, Conditions and Exceptions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **schedule**, and Policy **endorsements**, or this Introduction, the Customer Information and the Meaning of Words, Conditions and Exceptions shall have the same meaning throughout the Policy unless **we** state otherwise
2. an individual section or any section **endorsements** shall only have the same meaning throughout such section or **endorsement** unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted in bold text within the Policy Booklet.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the Policy, in respect of loss, damage or liability or pay other benefits which fall within the operative sections of this Policy, provided that the loss, damage or injury which gives rise to the claim occurs (or in the case of Employer's Liability is caused) during the **period of insurance** and in connection with the business.

The **schedule** shows the sections of the Policy that are operative.

IMPORTANT

This Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or statement of fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell us about relevant changes, **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.

Conditions

You must comply with these conditions. They control the operation of the policy cover.

1. Taking Care

You must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the **property** which is covered by this insurance.

2. Alteration in Risk

You or **your** broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this Policy, which materially affects the risk of injury, loss, damage or liability which would fall within the Policy cover. This includes but is not limited to alterations to the business or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the Policy in accordance with Condition 14 Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus insurance premium tax. If as a result of an alteration **you** are due a refund of premium, amounts under **£10** (plus the prevailing rate of Insurance Premium Tax) will not be refunded, to cover administration costs.

For example **we** need to know:

- (a) of a change of risk address;
- (b) if the **property** becomes **unoccupied** or **unfurnished**;
- (c) if the **property** is let to the Local Authority or Council or a Housing Association or a Charitable Organisation;
- (d) if the **property** is occupied by more than 6 unrelated **tenants**;
- (e) if the terms and/or conditions of the tenancy agreement relating to the **property** are changed;
- (f) if the **property** is being used for business or professional purposes, other than for the purpose of letting;
- (g) if the **property** is undergoing structural alteration, structural repair, restoration or renovation;
- (h) if the **property** is not in a good state of repair;
- (i) if the rebuilding cost of the **property** or the replacement values of the **contents** exceed the sums insured shown in **your** Policy **schedule**;
- (j) if **you** are convicted of or receive a police caution for any offence other than driving offences.
- (k) if **you** have been declared bankrupt or are subject to bankruptcy proceedings;
- (l) if any of the information provided and recorded in the statement of insurance has changed.

Conditions

continued

If **you** fail to tell **us** about an alteration in risk, **we** may:

- (a) terminate the Policy back to the date when the alteration occurred, if **we** would have cancelled the Policy had **you** told **us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the Policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the Policy had **you** told **us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** told **us** about the alteration in risk. For example, if the premium which **you** actually paid is **70%** of the premium **we** would have charged, **we** will only pay **70%** of any claim.

3. Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this Policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **us** in a way which is not clear and accessible:

We may avoid this Policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **we** would not have entered into this Policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this Policy **we**:

- (a) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or

renewed this Policy, or agreed to make changes to **you** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the Policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the Policy had **you** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to **you** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had you made a fair presentation of the risk. For example, if the premium which **you** actually paid is **70%** of the premium **we** would have charged, **we** will only pay **70%** of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make

a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

4. Fraudulent Claims

For the purposes of this condition the definition of '**you or your**' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- (a) will not pay the claim;
- (b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- (c) may notify **you** that **we** are treating this Policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this Policy as having terminated, **you** will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the Insured, this condition applies only to that person's claim

Conditions

continued

and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury

5. Untenanted Property

Whenever the **property** is untenanted for more than 14 consecutive days then **you** must:

- (a) Inspect the **property** internally at least once a week.
- (b) During the months of October to March inclusive turn off the water at the mains and drain the system or leave the central heating system in full operation to maintain a minimum temperature of at least 10° Celsius throughout the **property**.
- (c) Put all security devices for securing external doors, windows and fanlights into full and effective operation.

6. Unoccupancy

If **you** know that **your property** is not going to be lived in by a **tenant** for more than 60 days

in a row, **you** must advise **your** broker or **us** immediately, in order to provide **us** with the opportunity to review the risk.

When **your property** is not lived in by a **tenant** for more than 60 days in a row **we** will regard **your property** as **unoccupied**. In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply. Regular visits to the **property** externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the **property** and the restrictions on the policy will apply.

7. Building work

If **you** are planning to have any structural work undertaken at **your property**, for example an extension, demolishing any walls, renovation or any form of building work, **you** must tell **your** broker or **us** about any plans at least 7 days before the work commences.

We will then assess the risk and provide any terms to the policy **we** deem necessary. **We** will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

You do not need to inform **your** broker or **us** if **you** are undertaking **redcoration**.

8. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

9. Joint Insured

If more than one insured is named on the Policy **schedule**, either named insured may amend the policy, submit a claim or discuss an existing claim with **us**. If an insured named on the Policy **schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

10. Personal Representatives

If **you** die **we** will continue this insurance for the interest of **your** personal representatives for the rest of the current **period of insurance** provided that they:

- (a) Advise **us** as soon as possible of **your** death.
- (b) Fulfil, observe and be subject to all the terms of this policy as far as they can apply.

11. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not

affect the rights or remedies available to a third party, apart from this Act.

12. Maintenance/Safety Requirements

As the landlord of a residential property **you** have a duty of care to **your tenant** and are required to comply with relevant Health and Safety legislation. It is a condition of this policy that **you** adhere to all relevant legislation.

All gas and electric appliances and installations at the **property** must be regularly inspected by **you** or a responsible person acting on **your** behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order.

A record of such inspections/work undertaken should be kept to produce to **us** upon request.

13. Claims

It is a condition precedent to **our** liability that when circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately **you** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**;
- take all reasonable steps to recover any property which has been lost;

Conditions

continued

- send **us** at **our** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

You must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;
- abandon any property to **us** unless **you** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

We will not pay any claims under this policy unless **you** have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

For further information please refer to How to make a claim and How **we** settle **your** claim sections of this Policy Booklet.

14. Our Rights to Cancel the Policy

We or any agent appointed by **us** and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

1. not
 - (a) paying a premium when it is due
 - (b) co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the Policy or **our** ability to defend **our** interests
 - (c) exercising **your** duty of care as required under the Taking Care condition in the Conditions section of this Policy Booklet.

and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** latest address.

2. use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** Policy, **we** will refund the premium for the exact number of days left on the Policy less an additional charge of **£25** plus

the prevailing rate of Insurance Premium Tax as stated on **your** Policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with **us** to pay for **your** insurance, outstanding monies may be owed when **your** Policy is cancelled. They must be paid to **us** as described in **your** Loan Agreement.

For **your** rights to cancel the Policy please refer to Customer Information “How to Cancel **Your** Policy” section of this Policy Booklet.

15. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this Policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular **premises** or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **we** will pay for claims in respect of which **you** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

Exceptions

Exceptions are the events, liabilities or property **we** do not cover under the Policy.

We will not pay for:

1. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

3. War Risks

Loss, damage or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.

4. Events Before the Policy Started

Loss, damage or liability arising out of any accident or incident that happened before this Policy started.

5. Deliberate Acts

Loss, damage or liability arising from any accident, injury, loss or damage caused deliberately, maliciously, wilfully, recklessly or through the criminal act of **you, your** family or **employees**.

6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this Policy.

7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **property**.

8. Business Property and Legal Liability

Loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession. Any legal liability arising directly or indirectly from any business, trade or profession, other than as property owner.

9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

10. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) computer viruses.

12. Terrorism

Liability, loss or damage caused directly or indirectly by an act of terrorism as defined in the Terrorism Act 2000 except for loss or damage to **your property** from a cause insured by this Policy, provided the loss or damage, cost or expense does not arise out of the use of biological, chemical and/or nuclear force or threat thereof.

13. Wear and Tear

Loss or damage caused by wear and tear or anything which happens gradually.

Policy Cover

Section A – Buildings

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
Loss or damage to buildings caused by:	<ul style="list-style-type: none">• The excess which is shown on your schedule under all paragraphs of this section except paragraph 21;• Note paragraph 10 has a higher excess of £1,000;• Wet or dry rot;• Loss or damage due to any gradually occurring cause.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts. Where loss or damage is caused by legal tenants or guests the most we will pay is £5,000 less any amount recoverable from any security deposit lodged by the tenant .	Loss or damage caused while the property is unoccupied .
5. Storm or flood.	Loss or damage: <ul style="list-style-type: none">• caused by frost;• to gates, hedges and fences;• caused by a rise in the water table or other gradually occurring cause.

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;</p> <p>(b) Oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused while the property is unoccupied.</p>
<p>7. Theft or attempted theft, following forcible and violent entry to or from the property.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by persons lawfully on the premises; • while the property is unoccupied.
<p>8. Collision by:</p> <p>(a) Aircraft or other aerial devices or items dropped from them;</p> <p>(b) Vehicles or animals.</p>	<p>(b) Loss or damage caused by pets and livestock.</p>
<p>9. (a) Falling aerials (including satellite dishes) their fittings and masts;</p> <p>(b) Falling trees or branches.</p> <p>We will also pay the cost of removing them if they have caused damage insured by this section to the buildings.</p>	

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>The first £1,000 of each claim.</p> <p>Damage caused by or resulting from:</p> <ul style="list-style-type: none">• coastal or river erosion;• faulty design, workmanship or the use of defective materials;• demolition, structural alteration or repair to the buildings;• the movement of solid floor slabs unless the foundations beneath the external walls of the property are damaged at the same time and by the same cause;• the bedding down of new structures, settlement, shrinkage or expansion;• the action of chemicals or chemical reaction. <p>Damage:</p> <ul style="list-style-type: none">• to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the property is damaged at the same time and by the same cause;• for which compensation is provided by the National House Building Council Scheme, or other similar guarantee.
<p>11. Frost Damage Frost damage to interior fixed domestic water or heating installations in the property.</p>	<p>Damage caused while the property is unoccupied.</p>
<p>12. Glass, Sanitary Ware and Ceramic Hobs Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass and sanitary ware all forming part of the property.</p>	<p>Breakage caused while the property is unoccupied</p>

Your **schedule** shows if this section applies to **your** Policy.

The following covers are also included in this Section	
We will pay for	We will not pay for
<p>13. Cables, Pipes and Tanks</p> <p>Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the property.</p>	<p>The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.</p> <p>Damage caused to pitch fibre drains and by any inherent defect in the design, construction or installation of the drains.</p>
<p>14. Trace and Access</p> <p>Following damage insured by paragraph 6 we will also pay the costs you incur in locating the source of the damage subsequently making good up to £5,000.</p>	
<p>15. Additional Costs</p> <p>Following damage insured by this section with our consent we will pay:</p> <ul style="list-style-type: none"> • the costs of complying with any government or local authority requirement; • fees to architects, surveyors and consulting engineers; • legal fees; • the cost of clearing the site and making it and the property safe. 	<p>Costs or fees for preparing and handling a claim under this section.</p> <p>Costs of complying with requirements that you were given notice of before the damage occurred.</p> <p>Costs for undamaged parts of the buildings except the foundations of the damaged parts.</p>

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>16. Temporary Accommodation and Loss of Rent</p> <p>If your property is uninhabitable due to damage insured by this section we will pay for:</p> <ul style="list-style-type: none">• the reasonable extra cost of similar temporary accommodation for the tenant; <p>or</p> <ul style="list-style-type: none">• rent which should have been paid to you; until the property is fit for habitation again. <p>The most we will pay is 33.3% of the buildings sum insured by this section unless loss or damage is caused by malicious acts by legal tenants or guests whereby the most we will pay is £5,000 or three months rent, whichever is the less.</p>	
<p>17. Moving property</p> <p>If you are selling the property we will insure the buyer under this section between the date of exchange of contracts, or conclusion of missives, and the completion date unless the buyer has arranged his own insurance.</p> <p>In order for this cover to apply, formal completion must have taken place. You and the buyer must keep to the terms and conditions of this Policy.</p>	

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>18. Emergency Access/Landscape Gardens</p> <p>Loss or damage to the buildings or landscaped gardens or grounds within your premises caused by a member of the emergency services breaking into the property to prevent loss or damage to your property.</p> <p>The most we will pay is £1,000.</p>	
<p>19. Replacement of Locks</p> <p>The insurance by this section extends to cover costs incurred as a result of the necessary replacement of locks at the property described in the schedule following theft of keys from the insured.</p> <p>The most we will pay is £1,000.</p>	
<p>20. Unauthorised use of Electricity Gas or Water</p> <p>The insurance by this section extends to include the cost of metered electricity gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the property without your authority.</p> <p>Provided that you shall take all practical steps to terminate such unauthorised use as soon as it is discovered.</p> <p>The most we will pay is £1,000.</p>	

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>21. Property Owners Liability</p> <p>We will indemnify you in respect of your legal liability:</p> <p>(a) as owner but not occupier of the buildings and their land;</p> <p>or</p> <p>(b) resulting from your previous ownership of any private property under Section 3 Defective Premises Act 1972;</p> <p>for damages, costs and expenses if followed an accident during the period of insurance someone suffers bodily injury or their property is damaged.</p> <p>The most we will pay for any claim or claims arising from one event is £2,000,000 plus costs agreed by us in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none">• any contract or agreement that says you or a member of your family are liable for something which you or they would not otherwise have been liable for;• the occupation of the buildings;• any business or professional use of the buildings other than in your capacity as owner of the property. <p>Liability for:</p> <ul style="list-style-type: none">• bodily injury to you or to a person employed by you;• property belonging to you or for which you are responsible.

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>22. Accidental Damage</p> <p>This cover only applies if you have selected it and it is shown on your schedule.</p> <p>Accidental damage to the buildings.</p>	<p>Any loss or damage which we have indicated that we will not pay for under paragraphs 1-13 of this section.</p> <p>Cost of maintenance or routine decoration.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none">• the property is unoccupied;• the property is undergoing demolition, structural alteration or structural repair. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none">• insects, parasites, vermin, fungus or mildew;• chewing, scratching, tearing or fouling by pets;• atmospheric or climatic conditions or frost (except as covered by paragraph 11);• alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown;• faulty design or workmanship or the use of faulty materials;• structural movement, settlement, shrinkage.

Policy Cover

Section B – Contents

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
Loss or damage to contents which you own or which you are legally responsible for whilst in the property : Caused by:	<ul style="list-style-type: none">• The excess which is shown on your schedule under all paragraphs of this section except paragraph 11;• Loss or damage due to any gradually occurring cause.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious acts.	Loss or damage caused: <ul style="list-style-type: none">• by legal tenants or guests;• while the property is unoccupied.
5. Storm or flood.	Loss or damage caused by a rise in the water table or other gradually occurring cause.

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;</p> <p>(b) Oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused while the property is unoccupied.</p>
<p>7. Theft or attempted theft following forcible and violent entry to or from the property.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by persons lawfully on the premises; • while the property is unoccupied.
<p>8. Collision by:</p> <p>(a) Aircraft or items dropped from them or other flying objects;</p> <p>(b) Vehicles or animals.</p>	<p>(b) Loss or damage caused by pets and livestock.</p>
<p>9. (a) Falling aerials (including satellite dishes) their fittings and masts;</p> <p>(b) Falling trees or branches.</p>	
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>Damage caused by or resulting from coastal or river erosion.</p>

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** Policy.

We will pay for	We will not pay for
<p>11. Legal Liability</p> <p>We will indemnify you in respect of legal liability as owner of landlord's contents at the property insured by this section, for damages and claimant's costs arising in connection with accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during the period of insurance.</p> <p>The most we will pay for any claim or claims arising from one event is £2,000,000 plus costs agreed by us in writing.</p> <p>We will also pay legal costs and expenses agreed by us.</p>	<p>(a) Liability arising from:</p> <ul style="list-style-type: none">• bodily injury to you or a member of your family or to a person employed by you or a member of your family;• damage to property owned or held in trust by or in the custody or control of you;• any contract or agreement that says that you are liable for something which you would not otherwise have been liable for;• ownership of any land or building including the property;• the ownership, custody, control or use of:<ul style="list-style-type: none">– road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs);– caravans, horse boxes or trailers;– aircraft, hanggliders, hovercraft, watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by you or a member of your family) or parts or accessories designed for or intended for use on or in any of them;– animals other than domestic pets and horses kept for private hacking;– dogs of a type referred to in the Dangerous Dogs Act 1991;– firearms, except legally-held sporting guns while being used for sporting purposes.

1. Check the policy booklet and **your** policy **schedule** to see which section **you** are covered for.
2. **You** can contact **us** to report a claim using any of the following methods:
 - Online claims notification at www.coveainsurance.co.uk/reportclaim
 - Dedicated telephone number – **0330 024 2255**
 - Dedicated fax number – **0330 024 2613**
 - By E-Mail – RPOclaims@coveainsurance.co.uk
 - In writing – **Covéa Insurance Property Careline, PO Box 824, Halifax HX1 9QT**

Please have the following information to hand before you contact Covéa Insurance Property Careline:

- Policy number;
- Name and home postcode;
- Nature of problem;
- Police incident number (if **you** are a victim of theft, malicious damage or vandalism at the **property**);
- Approximate cost to replace/repair the item.

We will register the claim from the details **you** provide and tell **you** what to do next.

3. If **you** are a victim of theft, malicious damage, vandalism at the **property**, tell the police or issuing authority first and request an incident number. It would be helpful if **you** have an approximate cost to replace/repair the item(s) **you** would like to claim for.
4. Do not admit fault if **you** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to Covéa Insurance, Norman Place, Reading RG1 8DA.

Covéa Insurance exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please refer to the Conditions and Exceptions sections of this Policy Booklet. Please also refer to the How we settle your claim section of this Policy Booklet.

How we settle your claim

This section details how **we** settle claims under **your** Policy. The most **we** will pay for any one claim is the amount shown on **your schedule** unless a more specific limit applies.

We will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this Policy, resulting from the same incident only one **excess** will be deducted.

Remember, no Policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** Policy are stated:

- In the Conditions
- In the Exceptions.
- Under What is not Insured in the Policy Cover for Section A – Buildings and Section B – Contents

It is important to ensure that **you** understand the Conditions which apply to **your** Policy because if **you** do not meet these Conditions, it may affect any claim **you** make.

It is also important to understand the Exceptions as they are events, liabilities or property that **we** do not cover under the Policy.

Section A – Buildings

As long as the loss or damage is covered under **your** Policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. Immediately before the incident giving rise to the loss or damage:
 - (a) the **buildings** were in a good state of repair and properly maintained;
 - (b) the sum insured shown on **your schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional costs as set in Section A – Buildings, paragraph 15 Additional Costs.

If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, make a deduction for wear and tear, refuse to pay **your** claim and/or cancel the Policy.

2. The reinstatement or repair is carried out without delay. If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

How we settle your claim

Property Careline
0330 024 2255

continued

The most **we** will pay in respect of each incident of loss or damage is the **buildings** sum insured or any other limit shown on **your schedule** or in the Policy.

We treat each individual item of matching sets, suites, **fixtures and fittings** or other articles of a similar nature, design or colour, as a single item.

We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this Policy.

If a carpet, wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged carpet or floor covering. **We** will not pay for undamaged carpets or floor coverings in adjoining rooms even if they are the same colour or design.

We will automatically reinstate the Policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Underinsurance

If at the time of damage the total of the sums insured on **buildings** specified in the Policy **schedule** is less than 85% of the

reinstatement cost of the **buildings** covered by this section **we** shall bear only that proportion of the damage which the total of the sums insured on **buildings** bear to the total reinstatement cost.

Section B – Contents

We will decide whether to settle a claim by either repairing or replacing property or, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

An amount for wear, tear and depreciation will be deducted for clothing and linen.

If at the time of the loss or damage the limit for **contents** shown on **your schedule** is not adequate to replace all the **contents** as new after allowing for wear, tear and depreciation for clothing and linen, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the Policy.

The most **we** will pay is the **contents** limit or any other limit shown in **your schedule** or in the Policy.

How we settle your claim

continued

We treat each individual item of matching sets, suites or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this Policy.

The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

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Registered Office: Norman Place, Reading, Berkshire RG1 8DA

Registered in England and Wales No. 613259

Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority No. 202277

