



# POLICY DOCUMENT

## RESIDENTIAL PROPERTY OWNERS INSURANCE





# RESIDENTIAL PROPERTY OWNERS INSURANCE POLICY

## WELCOME!

**Thank you for choosing Pen Underwriting to provide your Residential Property insurance**

This is **Your** Residential Property Owners Insurance Policy Wording, setting out **Your** insurance protection in detail. The policy wording must be read together with the Policy **Schedule** as one document.

It is an important document so **You** should keep it somewhere safe - **You** will need it if **You** need to make a claim.

Please read it carefully to make sure that it meets **Your** requirements and that the details on the Policy **Schedule** and Statement of Facts are correct.

**Your** premium has been based upon the information shown in the Policy **Schedule** and recorded in **Your** Statement of Facts.

If after reading **Your** Policy Wording **You** have any questions, any details are incorrect or the Policy does not provide the cover

**You** need then **You** must contact **Your** insurance advisor immediately.

**Your** insurance relates only to those sections of the Policy which are shown in the **Schedule** as being included.

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the **Insurers** stated in The **Schedule**. The **Insurers** have delegated authority to Pen Underwriting Limited to underwrite Insurance and handle Claims for **You** on their behalf.

The **Insurer** that is providing **Your** Pen Underwriting Residential Property Owners Insurance Policy can be found in **Your** Policy **Schedule**.

## Useful Telephone Numbers

This information can be found on **Your** Policy **Schedule**.

Please note calls may be recorded for training and monitoring purposes.

## How to make a claim

If **You** need to make a claim, please contact **Us** straightaway by calling the telephone number printed on **Your** Policy **Schedule** and have **Your** Policy Number to hand when calling. **Your** Policy Number appears on **Your** Policy **Schedule** and **Your** Statement of Facts.

Please also refer to the Section 3- Policy Conditions point 1 - Claims at the back of **Your** Policy Wording for full details of **Your** duties and how **We** deal with **Your** claim.

## Your Policy Wording

**Your** Policy Wording is made up of individual Sections. This wording should be read together with **Your** current Policy **Schedule** and **Statement of Fact** for precise details of **Your** insurance protection. **We** have also included (under Important Information) details of **Your** right to cancel this Policy and also what to do if **You** have a complaint.

# CONTENTS

PAGE	
<b>IMPORTANT INFORMATION</b>	<b>4</b>
<b>COMPLAINTS PROCEDURE</b>	<b>7</b>
<b>POLICY DEFINITIONS</b>	<b>8</b>
<b>SECTION 1: BUILDINGS</b>	
- A) COVER	10
- B) ADDITIONAL BENEFITS	12
- C) OPTIONAL EXTENSION	15
- D) EXCLUSIONS	15
- E) CLAIMS SETTLEMENT UNDER SECTION 1	16
<b>SECTION 2: CONTENTS</b>	
- A) COVER	17
- B) ADDITIONAL BENEFITS	21
- C) OPTIONAL EXTENSION	23
- D) EXCLUSIONS	23
- E) CLAIMS SETTLEMENT UNDER SECTION 2	24
<b>SECTION 3: POLICY CONDITIONS</b>	<b>25</b>
<b>SECTION 4: POLICY EXCLUSIONS</b>	<b>29</b>

# IMPORTANT INFORMATION

## The Contract of Insurance

This Policy is a contract of insurance between **You** and the **Insurer(s)**. The following elements form the contract between **You** and the **Insurer(s)**, please read them and keep them safe:

- **Your** Policy Wording
- information contained on **Your** Statement of Facts documents issued by **Us**
- **Your Schedule**
- any changes to **Your** Residential Property Owners Insurance Policy contained in notices issued by **Us** at renewal.

In return for **You** paying **Your** premium, **We** will provide cover shown in **Your Schedule** on the terms and conditions of this Policy Wording during the **Period of Insurance**.

**Our** provision of insurance under this Policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this Policy Wording.

## Information and changes You must tell Us about

**You** must take reasonable care to provide complete and accurate answers to the question **We** ask when **You** take out, make changes to, and renew **Your** Policy.

Please tell **Your** insurance advisor to let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- any intended alteration to, extension to or renovation of the **Home**. However **You** do not need to tell **Us** about internal alterations to the **Home** unless the value of the work is over £25,000 or **You** are creating an additional bedroom, bathroom or shower room,
- any change to the tenants occupying the property
- any change or addition to the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **Your** Policy **Schedule**,
- if **Your** property is to be lent as a holiday home including short term holiday lets,
- if **Your** property is **Unoccupied**,
- if **You** or any person to be insured on this Policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **You** are in doubt, please contact **Your** insurance advisor.

When **We** are notified of a change, **We** will tell **Your** insurance advisor if this affects **Your** Policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

**You** are required to make a fair presentation of the risk to **Us**

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the Policy as void and are not required to return any paid premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

- **We** may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, **We** must return the premium paid.
- If **We** would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if **We** so require.
- If **We** would have entered into the Policy but would have charged a higher premium **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

## Choice of Law

The law of England and Wales will apply to this contract unless:

- **You** and **We** specifically agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

# IMPORTANT INFORMATION

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with Disabilities

This Policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, in the first instance please contact **Your** insurance advisor.

## Your right to cancel

**You** have a statutory right to cancel **Your** Policy within 14 days from the day of purchase or renewal or from the day **You** receive **Your** Policy, whichever is the later ("cooling off period").

If **You** decide that **You** do not wish to accept the policy, please contact **Your** insurance advisor. Subject to no claims being made or notified, **We** will refund the full premium. The policy will be treated as not being taken up and it will be cancelled from inception.

If **You** do not exercise **Your** right to cancel within the cooling off period, the Policy will remain in force and all premiums will be payable in accordance with the terms of the Policy.

If **You** wish to cancel **Your** policy and it is outside of the 14 day cooling off period, please contact **Your** insurance advisor and refer to Section - 3 Policy Conditions of **Your** Policy Wording.

## How much cover do You need?

It is **Your** responsibility to make sure that the amount of insurance cover **You** buy represents the full value of **Your** property.

For **Buildings** cover the value must represent the full cost of rebuilding the **Buildings** including any extra costs that may be involved such as demolition, architect's and surveyor's fees and any additional costs in meeting local authority requirements.

For **Contents** the value must represent the full cost of replacing all the property as new.

The maximum amount that **We** will pay in the event of a claim is the **Sum Insured** so it is very important that **You** insure **Your** property for the full amount of its value.

## Index Linking

The **Buildings Sum Insured** is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

The **Contents Sum Insured** is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For **Your** protection, if either index falls below zero **We** will not reduce the **Sum Insured**. No charge is made for index linking during the **Period of Insurance** but at renewal **Your** premium will be calculated on the adjusted **Sum Insured**.

## Property Maintenance

It is **Your** responsibility to maintain and look after **Your Home** property. **Your** Policy is intended to provide **You** with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover **You** for damage that happens gradually over time like damp, or rot, or for damage caused by wear and tear, or for, general maintenance costs such as repairs to defective rendering or general roof repairs.

## Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

## HMO Licensing

**You** must contact the Local Authority in relation to the **Home** to establish whether it is classed as a HMO property.

If the **Home** is classed as a HMO property then **You** must comply with any HMO Licensing requirements set by the Local Authority. Failure to comply may result in a claim being refused.

# IMPORTANT INFORMATION

## General Data Protection Regulation Privacy Notice

Pen Underwriting Limited are the data controller of any personal information **You** provide to **Us** or personal information that has been provided to **Us** by a third party. We collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If **You** are providing personal data of another individual to **Us**, **You** must tell them **You** are providing their information to **Us** and show them a copy of this notice.

# COMPLAINTS PROCEDURE

## Our promise of service

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the insurance advisor who arranged the insurance will be able to resolve any concerns and **You** should contact them directly.

Alternatively if **You** need to complain please contact the Pen Underwriting Limited Complaints Officer quoting **Your** policy or claim number.

Pen Underwriting Limited Complaints  
7<sup>th</sup> Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT  
Telephone: 0141 285 3539  
Email: pencomplaints@penunderwriting.com

**Your** complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to **You** and let **You** know what further action will be taken. A final response letter will be issued within 8 weeks of receipt.

Upon receipt of the final response letter if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service.

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** cannot meet **Our** obligations, **You** may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which **You** may be entitled to compensation is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to The Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy they will have the meanings defined below. A defined word will start with a capital letter and will be printed in bold (e.g. **You**).

<b>Bodily Injury</b>	<b>Bodily Injury</b> includes death or disease.
<b>British Isles</b>	The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.
<b>Buildings</b>	(a) the <b>Home</b> and its decorations; (b) fixtures and fittings attached to the <b>Home</b> ; (c) permanently installed hot tubs, swimming pools (but not swimming pool covers), professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks;  that <b>You</b> own or for which <b>You</b> are legally responsible within the address named in the <b>Schedule</b> .
<b>Contents</b>	<b>Contents</b> are household goods, within the <b>Home</b> , which are <b>Your</b> property or which <b>You</b> are legally responsible for.  <b>Contents</b> includes: <ul style="list-style-type: none"> <li>• Radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b>,</li> <li>• <b>Contents</b> in the open or within outbuildings or garages at the <b>Home</b> are covered up to a maximum of £500 per occurrence (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Buildings</b>),</li> <li>• Carpets but not permanently fitted flooring.</li> </ul>
<b>Domestic Employee</b>	A person who <b>You</b> employ to carry out domestic duties at the <b>Home</b> and who is not employed by <b>You</b> in connection with any business, trade, profession or employment.
<b>Endorsement</b>	A change in the terms and conditions of this insurance as shown on <b>Your Schedule</b> .
<b>Excess</b>	The amount <b>You</b> will have to pay towards each separate claim. The details of <b>Your Excess</b> will be shown on the <b>Schedule</b> .
<b>Heave</b>	Upward movement of the ground beneath the <b>Buildings</b> as a result of the soil expanding.
<b>Home</b>	The property, the garages and any outbuildings used for domestic purposes at the address shown in the <b>Schedule</b> .
<b>Holiday Home</b>	The <b>Home</b> let to a <b>Resident</b> and is not the <b>Resident's</b> or the guest's main or permanent residence.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Period of Insurance</b>	The length of time for which this Policy is in force, as shown in the <b>Schedule</b> , and for which <b>You</b> have paid and <b>We</b> have accepted a premium.  Each renewal represents the start of a new <b>Period of Insurance</b> .
<b>Resident</b>	<b>You</b> or <b>Your</b> family, friends, tenant or paying guest legally occupying any <b>Home</b> as shown on the <b>Schedule</b> .
<b>Sanitary Ware</b>	Washbasins, sinks, bidets, toilet pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>Schedule</b> forms part of this Policy and contains details of the <b>Home</b> , the <b>Sums Insured</b> , <b>Excess</b> , <b>Endorsements</b> , the <b>Period of Insurance</b> , and the sections of this insurance which apply.

## POLICY DEFINITIONS

<b>Settlement</b>	Downward movement of the land beneath the <b>Buildings</b> as a result of compaction due to the weight of the <b>Buildings</b> .
<b>Subsidence</b>	Downward movement of the land beneath the <b>Buildings</b> that is not a result of <b>Settlement</b> .
<b>Sum Insured</b>	The amount shown on the <b>Schedule</b> as the most <b>We</b> will pay for claims resulting from one incident unless otherwise stated in this Policy Wording or on the <b>Schedule</b> .
<b>Unoccupied</b>	The <b>Home</b> is not occupied overnight by a <b>Resident</b> for 60 consecutive days. Unoccupied definition also applies if the <b>Home</b> is not occupied by a <b>Resident</b> within 60 days of the commencement of the <b>Period of Insurance</b> In the event the <b>Home</b> is flats, any individual flat not occupied as stated above will be treated in isolation from the occupied portions of the property.
<b>We / Us / Our / Insurer(s)</b>	The <b>Insurer(s)</b> whose identity is stated in the <b>Schedule</b> .
<b>You / Your / The Policyholder</b>	The person or persons named in the <b>Schedule</b>

# SECTION 1: BUILDINGS

(This Section only applies if stated as INSURED in the **Schedule**.)

## A Cover

What is covered	What is not covered
<b>We</b> will pay for loss or damage to the <b>Buildings</b> caused by any of the following:	<b>We</b> will NOT pay for loss or damage:
1. fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios and terraces, hedges, gates and fences, septic tanks, solar panels. b) Damage caused solely by change in the water table level
4. escape or water from, or frost damage to, fixed water tanks, apparatus or pipes	a) to swimming pools, hot tubs b) while the Home is Unoccupied; c) caused by the failure or lack of grout and/or sealant. d) resulting from the failure of fish tanks e) water escaping or overflowing from down pipes, roof valleys, gullies or guttering
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually; b) to domestic fixed fuel-oil tanks; c) caused by faulty workmanship; d) while the <b>Home</b> is <b>Unoccupied</b>
6. theft or attempted theft	a) while the <b>Home</b> is <b>Unoccupied</b> ; b) the maximum <b>We</b> will pay for theft or attempted theft by <b>Your Resident</b> , excluding <b>You</b> , is £5,000 for any one occurrence; I. any amount recoverable from <b>Your Resident's</b> deposit
7. collision by any vehicle or animal	
8. (i) riot, civil unrest, strikes and labour or political disturbances  (ii) malicious acts	i) a. while the <b>Home</b> is <b>Unoccupied</b> . b. if the claim is not reported within 7 days of the incident date  (ii) c. while the <b>Home</b> is <b>Unoccupied</b> ; d. malicious damage caused by <b>You</b> e. the maximum <b>We</b> will pay for malicious damage by <b>Your Resident</b> , is £5,000 for any one occurrence; I. any amount recoverable from <b>Your Resident's</b> deposit

# SECTION 1: BUILDINGS

What is covered	What is not covered
<p><b>We</b> will pay for loss or damage to the <b>Buildings</b> caused by any of the following:</p>	<p><b>We</b> will NOT pay for loss or damage:</p>
<p>9. <b>Subsidence, Heave</b> or <b>Settlement</b> of the land that the <b>Buildings</b> stand on, or <b>Landslip</b>;</p>	<p>a) to domestic fixed fuel oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences; (However, <b>We</b> will pay if <b>We</b> accept a claim for <b>Subsidence, Heave</b> or <b>Landslip</b> damage to the <b>Home</b>.)</p> <p>b) to solid floors; (However, <b>We</b> will pay if the load bearing walls of the <b>Home</b> are damaged at the same time by the same event.)</p> <p>c) arising from faulty design, specification, workmanship or materials;</p> <p>d) which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law;</p> <p>e) caused by coastal erosion or riverbed erosion;</p> <p>f) whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions;</p> <p>g) as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>Buildings</b>;</p> <p>h) if <b>You</b> knew when this Policy started that any part of the <b>Buildings</b> had already been damaged by <b>Subsidence, Heave</b> or <b>Landslip</b>; (However, <b>We</b> will pay if <b>You</b> told <b>Us</b> about this and <b>We</b> accepted it.)</p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;</p>	
<p>11. falling trees, telegraph poles or lamp-posts;</p>	<p>a) caused by trees being cut down or cut back within the boundary of the <b>Home</b>;</p> <p>b) to gates and fences. (However, <b>We</b> will pay if the <b>Home</b> is damaged at the same time by the same event.)</p>

# SECTION 1: BUILDINGS

## B Additional Benefits

What is covered	What is not covered
	<b>We will NOT pay for:</b>
<p><b>1. Underground Services</b></p> <p><b>We</b> will pay for the cost of repairing accidental breakage to:</p> <ul style="list-style-type: none"> <li>(a) domestic oil pipes;</li> <li>(b) underground water-supply pipes;</li> <li>(c) underground sewers, drains and septic tanks;</li> <li>(d) underground gas pipes;</li> <li>(e) underground cables;</li> </ul>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>a) due to wear and tear or anything that happens gradually;</li> <li>b) due to a fault or limit of design. Manufacture, construction or installation;</li> <li>c) the cost of clearing a blocked drain or blocked sink</li> </ul>
<p><b>3. Loss of Metered Water, Gas and Oil</b></p> <p><b>We</b> will pay for increased metered water, gas or oil charges <b>You</b> have to pay following an accidental or discharge from a metered system providing service to the <b>Home</b>.</p> <p>The maximum that <b>We</b> will pay is £25,000 in any one occurrence.</p>	<ul style="list-style-type: none"> <li>a) while the <b>Home</b> is <b>Unoccupied</b>.</li> </ul>
<p><b>4. Unauthorised Use of Electricity, Gas, Oil or Water</b></p> <p>The costs of metered electricity, gas, oil or water for which <b>You</b> are legally responsible arising from its unauthorised use by persons taking possession or occupying the <b>Home</b> without <b>Your</b> consent</p>	<ul style="list-style-type: none"> <li>a) more than £10,000 any one claim</li> <li>b) where <b>You</b> have not inspected the property to stop the unauthorised use once <b>You</b> had been made aware of the unauthorised use.</li> <li>c) While the <b>Home</b> is <b>Unoccupied</b>.</li> </ul>
<p><b>5. Trace and Access</b></p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>(a) Costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating systems in the <b>Home</b>;</li> <li>(b) any repairs directly arising from (a).</li> </ul> <p>The maximum that <b>We</b> will pay if £25,000 in any one occurrence</p>	<ul style="list-style-type: none"> <li>a) while the <b>Home</b> is <b>Unoccupied</b>.</li> </ul>

# SECTION 1: BUILDINGS

What is covered	What is not covered
<p><b>6. Loss of Rent or Alternative Accommodation</b> If the <b>Home</b> is damaged by any cause covered under Section 1 - Buildings and, as a result, cannot be lived in, <b>We</b> will pay for:</p> <p>(a) loss of rent due to <b>You</b> which <b>You</b> are unable to recover; or (b) any costs of alternative accommodation for the <b>Resident</b> and the <b>Resident's</b> pets; until the <b>Home</b> is ready to be lived in.</p>	<p><b>We</b> will NOT pay for:</p> <p>a) any amount over 25% of the Sum Insured for the <b>Buildings</b> b) any loss of rent or alternative accommodation payable after the <b>Home</b> is reinstated and ready for habitation c) any loss whilst the <b>Home</b> is <b>Unoccupied</b> unless at the time of the loss, <b>You</b> can provide evidence of an agreement that existed before the date of loss and confirms future occupation d) alternative accommodation when the <b>Home</b> is used as a <b>Holiday Home</b></p>
<p><b>7. Damage caused by Emergency Services</b> <b>We</b> will pay for costs and expenses incurred following loss or damage caused by the emergency services in gaining access to the <b>Home</b> in the course of their duty to safeguard life or property.</p>	<p>a) The maximum <b>We</b> will pay for costs incurred in reinstating or repairing landscaped gardens and grounds is £25,000 for any one occurrence.</p>
<p><b>8. Damage to Gardens</b> <b>We</b> will pay for trees, shrubs, plants and lawns following loss or damage insured under points 1,2,4,5 &amp; 8 of Section 1 – <b>Buildings</b>.</p>	<p>Loss or damage:</p> <p>a) caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost; b) to trees, shrubs, plants and lawns dying naturally c) while the <b>Home</b> is <b>Unoccupied</b>.</p> <p>The maximum <b>We</b> will pay is £5,000 in any one <b>Period of Insurance</b>. Single article limit of £500 per tree, shrub or plant</p>
<p><b>9. Replacement Locks</b> <b>We</b> will pay for the cost of replacing and fitting the locks or lock mechanism of external doors and windows of the <b>Home</b> if the keys are lost or stolen anywhere in the world. The maximum <b>We</b> will pay is £2,500 in any one occurrence.</p>	
<p><b>10. Professional Fees and Other Expenses</b> <b>We</b> will pay for:</p> <p>(a) architects', surveyors' and consulting engineers' fees; (b) the cost of removing debris and demolishing or supporting the damaged parts of the <b>Buildings</b>, which <b>We</b> have agreed to pay; (c) costs <b>You</b> have to pay in order to comply with any Government or local authority requirements; incurred in reinstating or repairing the <b>Buildings</b> following damage insured under this Section.</p>	<p>a) expenses incurred for preparing a claim or an estimate of loss or damage; b) any costs if Government or local authority requirements have been served on <b>You</b> before the loss or damage.</p>
<p><b>11. Selling Your Home</b> If <b>You</b> enter into a contract to sell the <b>HOME</b> insured by this Policy, and they are destroyed or damaged by perils 1-13 of section 1 - Buildings prior to the sale being completed, the buyers will be entitled to any benefit from this insurance for the damage once the sale has been completed. This will not apply if any other insurance has been arranged by or on behalf of the buyer.</p>	

## SECTION 1: BUILDINGS

What is covered	What is not covered
<p><b>12. Property Owner's Liability</b></p> <p><b>We</b> will pay for all amounts <b>You</b> become legally liable for as owner of the <b>Buildings</b> as a result of:</p> <p>(a) <b>Bodily Injury</b>;</p> <p>(b) accidental loss of or damage to property; happening during the <b>Period of Insurance</b> and arising:</p> <ol style="list-style-type: none"> <li>i. from <b>Your</b> ownership of the <b>Buildings</b>;</li> <li>ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any <b>Home You</b> previously owned and occupied or leased and occupied.</li> </ol> <p>If the <b>Buildings</b> Section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any <b>Home</b> insured by this Section before the cover was cancelled or ceased.</p> <p>The maximum <b>We</b> will pay in respect of any one occurrence is £5,000,000.</p> <p><b>We</b> will also pay all <b>Your</b> costs and expenses that <b>We</b> have agreed to in writing.</p>	<p><b>We</b> will NOT pay for:</p> <p><b>Your</b> legal liability:</p> <ol style="list-style-type: none"> <li>a) as occupier of the <b>Buildings</b>;</li> <li>b) for accidental <b>Bodily Injury</b> to any person <b>You</b> employ if the <b>Bodily Injury</b> happens as a result of or in the course of their employment with <b>You</b>;</li> <li>c) for loss or damage to property which belongs to <b>You</b> or is in <b>Your</b> care;</li> <li>d) in connection with any motorised vehicle;</li> <li>e) under any agreement except to the extent that <b>You</b> would have been liable without that agreement;</li> <li>f) in connection with <b>Your</b> trade, business or profession;</li> <li>g) under (b) above where cover is provided by another policy of insurance.</li> </ol>
<p><b>13. Domestic Employee Liability</b></p> <p><b>We</b> will pay <b>You</b> for amounts <b>You</b> become legally liable to pay, including costs and expenses which <b>We</b> have agreed in writing, for <b>Bodily Injury</b> by accident happening during the <b>Period of Insurance</b> to <b>Your Domestic Employee(s)</b> employed in connection with the <b>Home</b> shown in <b>The Schedule</b>.</p>	<p><b>Bodily Injury</b> arising</p> <ol style="list-style-type: none"> <li>a) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).</li> <li>b) <b>We</b> will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>We</b> have agreed in writing.</li> </ol>

# SECTION 1: BUILDINGS

## C Optional Extension

(Please note that the Optional Extension only applies if selected and is shown as selected in the **Schedule**)

What is covered	What is not covered
<p><b>1. Accidental Damage to the Buildings</b> (This cover is optional and only applies if stated as <b>INSURED</b> in the <b>Schedule</b>.)</p> <p>We will pay for accidental damage that has happened suddenly, unintentionally or unexpectedly</p>	<p><b>We will NOT pay for:</b></p> <p>a) loss or damage:</p> <ul style="list-style-type: none"> <li>i. movement, settling, shrinking, collapsing or cracking of the <b>Buildings</b>,</li> <li>ii. while the <b>Home</b> is undergoing alteration, repair, extension;</li> <li>iii. caused by wear and tear, infestation, corrosion, damp, mould or frost or any other anything that happens gradually;</li> <li>iv. arising from faulty design, specification, workmanship or materials;</li> <li>v. from mechanical or electrical faults or breakdown;</li> <li>vi. caused by dryness, dampness, extremes of temperature or exposure to light;</li> <li>vii. to swimming pools, hot tubs, tennis courts, drives, patios and terraced, walls, gates and fences and fuel tanks;</li> <li>viii. caused by, contributed to or arising from any kind of pollution and/or contamination;</li> <li>ix. while the <b>Buildings</b> are <b>Unoccupied</b></li> <li>x. caused by chewing, tearing, scratching or fouling by animals</li> <li>xi. caused by unauthorised occupation of the <b>Home</b></li> </ul> <p>b) the cost of general maintenance</p> <p>c) caused by or excluded by any peril 1-13 under the <b>Buildings</b> section</p>

## D Exclusions

Please note the following Exclusions apply to this entire Section.

**We will NOT pay for:**

- (a) anything contained within the General Exclusions Section;
- (b) the **Excess** specified in the **Schedule**;
- (c) wet or dry rot.

# SECTION 1: BUILDINGS

## E Claims Settlement under Section 1

### 1. Limit of Insurance

We will NOT pay more than the **Sum Insured** shown in the **Schedule**.

### 2. Replacement or Repair

We will pay the cost of repair or replacement up to the **Sum Insured**. A deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- (a) the **Buildings** have not been maintained in good repair; or
- (b) at the time of any damage the **Sum Insured** for **Buildings** is less than the full rebuilding cost.

### 3. Pairs, Sets and Suites

We will not pay the cost of replacing any undamaged parts of the **Buildings** which form part of a pair, set, suite or part of a common design or function.

### 4. Automatic Re-instatement of Sums Insured

We will NOT reduce the **Sum Insured** under this Section after We have paid a claim provided that You agree to carry out Our recommendation's to prevent further loss or damage.

### 5. Sum Insured

If the cost of rebuilding the **Buildings** is more than **Your Sum Insured** at the time of any loss or damage, then We will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **Sum Insured**. For example, if the premium You have paid for **Your Buildings** insurance is equal to 75% of what **Your** premium would have been if **Your Buildings Sum Insured** was enough to reconstruct **Your Buildings**, then we will pay up to 75% of the claim made by **You**.

## SECTION 2: CONTENTS

(This Section only applies if stated as INSURED in the **Schedule**.)

### A Cover

What is covered	What is not covered
<b>We</b> will pay for loss or damage to the <b>Contents</b> caused by any of the following:	<b>We</b> will NOT pay for loss or damage:
1. fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) The maximum <b>We</b> will pay for Contents in the open is £500 b) Damage caused solely by change in the water table level
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) while the <b>Home</b> is <b>Unoccupied</b> b) caused by the failure or lack of grout and/or sealant c) resulting from the failure of fish tanks d) water escaping or overflowing from down pipes, roof valleys, gullies or guttering
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually; b) caused by faulty workmanship; c) while the <b>Home</b> is <b>Unoccupied</b> .
6. theft or attempted theft	a) while the <b>Home</b> is <b>Unoccupied</b> ; b) the maximum <b>We</b> will pay for theft or attempted theft by <b>Your Resident</b> , excluding <b>You</b> , is £5,000 for any one occurrence; I. any amount recoverable from <b>Your Resident's</b> deposit
7. collision by any vehicle or animal	
8. (i) riot, civil unrest, strikes and labour or political disturbances  (ii) malicious acts	i) a) while the <b>Home</b> is <b>Unoccupied</b> . b) if the claim is not reported within 7 days of the incident date  (ii) a) while the <b>Home</b> is <b>Unoccupied</b> ; b) malicious damage caused by <b>You</b> c) the maximum <b>We</b> will pay for malicious damage by <b>Your Resident</b> , is £5,000 for any one occurrence; I. any amount recoverable from <b>Your Resident's</b> deposit

## SECTION 2: CONTENTS

What is covered	What is not covered
9. <b>Subsidence, Heave</b> or <b>Settlement</b> of the land that the <b>Buildings</b> stand on, or <b>Landslip</b> ;	a) to solid floors; (However, <b>We</b> will pay if the load bearing walls of the <b>Home</b> are damaged at the same time by the same event.) b) arising from faulty design, specification, workmanship or materials; c) which but for the existence of this insurance would be covered under any contract or guarantee or by law; d) whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions; e) by coastal erosion or riverbed erosion f) as a result of the action of chemicals on or reaction of chemicals with any materials which form part of the <b>Buildings</b> .
10. falling trees, telegraph poles or lamp-posts;	a) caused by trees being cut down or cut back within the boundary of the <b>Home</b> .

## B Additional Benefits

What is covered	What is not covered
	<b>We will NOT pay for:</b>
<b>1. Loss of Rent or Alternative Accommodation</b>  If Section 1 <b>Buildings</b> is not Insured and the <b>Home</b> is damaged by any cause covered under Section 2 – <b>Contents</b> and, as a result, cannot be lived in, <b>We</b> will pay for:  (a) loss of rent due to <b>You</b> which <b>You</b> are unable to recover, or or (b) any costs of alternative accommodation for the <b>Resident</b> and the <b>Resident's</b> Pets; until the <b>Home</b> is ready to be lived in.	a) any amount over 25% of the Sum Insured for the <b>Contents</b> . b) any loss of rent or alternative accommodation payable after the <b>Home</b> is reinstated and ready for habitation c) any loss whilst the <b>Home</b> is Unoccupied unless at the time of the loss, <b>You</b> can provide evidence of an agreement that confirms future occupation d) alternative accommodation when the <b>Home</b> is used as a <b>Holiday Home</b>
<b>3. Locks and Keys</b> <b>We</b> will pay for the costs of changing locks to: (a) external doors of the <b>Home</b> ; (b) alarm systems or domestic safes in the <b>Home</b> ; following accidental loss or theft of keys.  The maximum amount <b>We</b> will pay in respect of any one occurrence is £2,500.	

## SECTION 2: CONTENTS

<p><b>4. Loss of Metered Water, Gas and Oil</b></p> <p><b>We</b> will pay for increased metered water, gas or oil charges <b>You</b> have to pay following an accidental or discharge from a metered system providing service to the <b>Home</b>.</p> <p>The maximum that <b>We</b> will pay is £25,000 in any one occurrence.</p>	<p>a) while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p><b>5. Common Parts</b></p> <p>Loss or damage to <b>Your Contents</b> in Common Parts of the <b>Home</b> to which all <b>Resident's</b> have access following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 2 – <b>Contents</b> – Standard Cover.</p> <p>The maximum amount <b>We</b> will pay is £2,500 in any one <b>Period of Insurance</b>.</p>	
<p><b>6. Property Owners Liability</b></p> <p><b>We</b> will pay for all amounts <b>You</b> become legally liable for as a result of:</p> <p>a) <b>Bodily Injury</b>;</p> <p>b) accidental loss of or damage to property;</p> <p>happening during the <b>Period of insurance</b> and arising from <b>Your</b> ownership of the <b>Contents</b></p> <p>The maximum <b>We</b> will pay in respect of any one occurrence is £5,000,000.</p> <p><b>We</b> will also pay all <b>Your</b> costs and expenses that <b>We</b> have agreed to in writing.</p>	<p><b>Your</b> legal liability:</p> <p>a) for accidental <b>Bodily Injury</b> to any person <b>You</b> employ if the <b>Bodily Injury</b> happens as a result of or in the course of their employment with <b>You</b>;</p> <p>b) for loss or damage to property which belongs to <b>You</b> or is in <b>Your</b> care;</p> <p>c) in connection with any motorised vehicle;</p> <p>d) under any agreement except to the extent that <b>You</b> would have been liable without that agreement;</p> <p>e) in connection with <b>Your</b> trade, business or profession;</p> <p>f) under (b) above where cover is provided by another policy of insurance.</p>

## SECTION 2: CONTENTS

### C Optional extension

(Please note that the Optional Extension only applies if selected and is shown as selected in the **Schedule**)

What is covered	What is not covered
<p><b>1. Accidental Damage to the Contents</b> (This cover is optional and only applies if stated as INSURED in the <b>Schedule</b>.)</p> <p>We will pay for accidental damage that has happened suddenly, unintentionally or unexpectedly</p>	<p><b>We will NOT pay for:</b></p>
	<p>a) the <b>Excess</b> specified in the <b>Schedule</b>;</p> <p>b) damage to <b>Contents</b> within garages and outbuildings;</p> <p>c) loss or damage;</p> <ol style="list-style-type: none"> <li>i. caused by dyeing, cleaning, repair, renovation or whilst being worked upon;</li> <li>ii. caused by chewing, tearing, scratching or fouling by animals;</li> <li>iii. caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually;</li> <li>iv. arising out of faulty design, specification, workmanship or materials;</li> <li>v. from mechanical or electrical faults or breakdown;</li> <li>vi. while the <b>Home</b> is undergoing alteration, repair, extension;</li> <li>vii. caused by dryness, dampness, extremes of temperature or exposure to light;</li> <li>viii. contributed to or arising from any kind of pollution and/or contamination;</li> <li>ix. while the <b>Home</b> is <b>Unoccupied</b>;</li> </ol> <p>d) Caused or excluded by any peril 1-10 within the <b>Contents</b> section</p>

## D EXCLUSIONS

**Contents** does not include:

- Motor vehicles, caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts 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,
- Property of tenants or their visitors,
- Clothing and Luggage,
- Sports, musical, camping and photographic equipment,
- Item of gold, silver or other precious metals
- Documents, deeds, stamps, credit cards or money

Please note the following Exclusions apply to this entire Section.

**We will NOT pay for:**

- a) anything contained within the General Exclusions Section;
- b) the **Excess** specified in the **Schedule**.

## SECTION 2: CONTENTS

### E Claims Settlement under Section 2

#### 1. Limit of Insurance

We will not pay more than the **Sum Insured** shown in the **Schedule**.

#### 2. Replacement or Repair

We will pay the cost of repair or replacement up to the **Sum Insured**. A deduction for wear, tear or betterment (where the **Contents** would be improved by the repair or replacement) if:

- (a) the **Contents** have not been maintained in good repair; or
- (b) at the time of any damage the **Sum Insured** for **Contents** is less than the full replacement cost.

#### 3. Pairs, Sets and Suites

We will not pay the cost of replacing any undamaged parts of the **Contents** which form part of a pair, set, suite or part of a common design or function.

#### 4. Automatic Re-instatement of Sums Insured

We will not reduce the **Sum Insured** under this Section after We have paid a claim provided that You agree to carry out Our recommendations to prevent further loss or damage.

#### 5. Sum Insured

If the cost of replacing the **Contents** is more than Your Sum Insured at the time of any loss or damage, then We will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the Sum Insured. For example, if the premium You have paid for Your **Contents** insurance is equal to 75% of what Your premium would have been if Your **Contents** Sum Insured was enough to replace Your **Contents**, then we will pay up to 75% of the claim made by You.

## SECTION 3: POLICY CONDITIONS

(The following Policy Conditions apply to all Sections of the Policy Wording)

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** cannot rely on the breach of such term to exclude, limit or discharge its liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** breach any warranty in this Policy, **Our** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

### 1. Information We need to know about

**You** must take care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** Policy.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** Policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover may be affected.

### 2. Claims

#### Your duties

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this Policy, **You** must:

- (a) contact **Us** as soon as reasonably possible and provide all the information and help **We** need;
- (b) tell the police immediately about any property which has been lost, stolen or maliciously damaged and obtain a crime reference number;
- (c) send **Us** all correspondence unanswered, including any legal or other documents **You** may receive;
- (d) avoid discussing liability with, or admitting liability to, anyone else without **Our** permission.

#### To help Us settle Your claim

It is **Your** responsibility to provide proof of any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant documentation, documents and assistance **We** may require to help with **Your** claim.

#### Our rights

- (a) **We** may:
  - i. take over and defend or settle any claim, or right **You** may have against another person, in **Your** name;
  - ii. prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- (b) **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.
- (c) **We** have the right to enter any **Buildings** where loss or damage has occurred and deal with salvage. However, **You** are not entitled to abandon any property to **Us**.

#### Sum Insured Limit

For any claim or series of claims the maximum **We** will pay is shown on your **Schedule** or within this Policy Wording.

### 3. Inspection of The Home

**You** or a representative must inspect the **Home** internally, including the loft area and externally at least once every 6 months whilst the **Home** is tenanted. In the event the **Home** is unoccupied these inspections must be carried out every 14 days.

A record of dates, times and any observations must be recorded and made available to **Us** in the event of a claim.

### 4. Fraud

If **You** make a fraudulent claim under this Policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim.

**We** may recover from **You** any sums that the **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this Policy as terminated with effect from the date of **Your** fraudulent act.

## SECTION 3: POLICY CONDITIONS

### 5. Other Insurance Policies

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim.

### 6. Cancellation

Following the expiry of **Your** Statutory 14 day right to cancel (also known as the “cooling-off period”), **You** continue to have the right to cancel **Your** Policy at any time during its term.

If **You** do cancel **Your** Policy after the “cooling-off period”, **You** will be entitled to a refund of any premium **You** have paid, less a deduction for the time **You** have been on cover, subject to no claims being made or notified during the **Period of Insurance**.

If **You** wish to cancel **Your** Policy at any time, please contact **Your** insurance advisor.

**We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this Policy by sending **You** 14 days’ notice by recorded delivery to **Your** last known address. **You** may be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

**We** will only cancel for a valid reason, such as:

- non-payment of premium;
- suspected Fraud;
- there is a change in risk occurring which **We** are unable to insure;
- **We** establish that **You** have provided **Us** with incorrect information;
- **You** breach any terms and conditions of **Your** policy.

### 7. Your Duty to Keep to the Policy Conditions

To be covered by this insurance, **You** must keep to the terms and conditions of this Policy.

### 8. Arbitration

If **We** have accepted **Your** claim but disagree with the amount to be paid, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with law at the time. If **You** cannot agree **We** have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. **You** must wait for the arbitrator’s decision before **You** can take any legal action against **Us**.

### 9. Renewal of the Policy

If **We** are willing to continue providing cover and **Your** insurance adviser advises **You** of **Our** renewal terms before expiry of **Your** existing Policy, **You** authorise **Your** insurance adviser to renew this insurance, and any subsequent insurance, on expiry in accordance with **Our** renewal terms at the time, unless **You** advise **Your** insurance adviser otherwise before **Your** Policy renewal date.

**You** must tell **Your** insurance adviser:

- of any changes to the information contained within the Statement of Facts
- if **You** do not wish to renew this policy

### 10. Your Duty to Prevent Loss or Damage

(a) **You**, and any other person this insurance applies to, must take all reasonable precautions to prevent accidents, loss or damage

(b) all property insured by this Policy must be maintained in good condition.

**Your** Policy is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

## SECTION 3: POLICY CONDITIONS

### 11. Renovation or Refurbishment Works

If **You** intend to undertake any renovation or refurbishment work to the **Buildings You** must inform **Your** insurance advisor at least 14 days prior to work commencing.

If **You** do not tell **Your** insurance advisor about the renovation or refurbishment work to the **Buildings** it may affect **Your** right to claim.

**You** do not need to tell **Your** insurance advisor of the internal alterations unless the value of the work is over £25,000 or **You** are creating an additional bedroom, bathroom or shower room.

### 12. Unoccupancy of the Home

If the **Home** is **Unoccupied**, there is no cover prior to the commencement of the first tenancy, between lets, or where **You** or **Your** managing agents are aware that the **Home** is not being lived in, unless the following conditions have been met.

- a) carry out internal, including loft area and external inspections of the **buildings** at least every 14 days
- b) maintain a log of such inspections
- c) as soon as possible, repair or arrange to be repaired, any defects found
- d) the **Home** is not going to be demolished
- e) regardless of the cost of any work **You** must tell **Us** before work commences if the planned work is structural i.e. re-roofing, knocking down or through a load bearing wall or extension to the existing **Buildings**.
- f) remove all waste, combustible materials and gas bottles, either within or outside the **Buildings**, from The **Home**
- g) securely lock all external doors, close and secure all windows.
- h) there is no cover for loss or damage caused by a contractor or sub-contractor

### 13. Holiday Home

**We** will not indemnify **You** in respect of damage arising from use of the **Home** as a **Holiday Home** including short term holiday lets, unless **You** comply with the below conditions.

**You** must

Ensure that all protections provided for the security of the **Home**

- are maintained in good working order, and
- are in full and effective operation with the keys removed whenever the **Home** are left unattended.
- are not withdrawn or varied without our prior consent

Arrange for the **Home** to be internally inspected at least every 14 days with records kept of each visit. Arrange for the removal of all waste including accumulation of mail from the **Home**.

Comply with all regulations/statutory conditions regarding the letting of the **Home** including, but not limited to;

- the number of persons legally allowed to reside at the **Home**
- compliance with the furniture and furnishings (Fire Safety) Regulations 1988 (amended)
- having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **Home**

Ensure all gas appliances fitted at the **Home** are serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety Record (also known as a CP12 certificate) must be in place at all times when the **Home** are let to tenant(s) and records kept for a minimum of 2 years. **We** will request sight of these if **You** wish to make a claim.

Retain utility bills relating to the **Home** as **We** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

## SECTION 3: POLICY CONDITIONS

### 14. Tenancy Agreement

Whilst **Your Home** is let it is understood that there must be a tenancy agreement in place. A tenancy agreement is not essential if you have let the property to a member of your family.

A tenancy agreement may be any one of the following:

- Assured Shorthold Tenancy Agreement (AST)
- Assured Shorthold Tenancy Agreement – Room only
- Company Let Agreement
- Non Assured Tenancy Agreement
- Holiday letting agreement

Failure to comply with this may result in **Your** claim not being paid in full or even rejected.

### 15. Flats Clause

The sum insured under Section One - **Buildings** represents the value of that portion of the **Buildings** owned by **You** (including external walls, roof and foundations and such common parts of the **Buildings** for which **You** are legally responsible). In the event of a loss resulting from an insured peril to any part of the **Home** not occupied by **You** but for which **You** are legally responsible, will only pay such portion of that loss as the sum insured bears to the reinstatement value of the **Buildings**.

### 16. Flat Roof's

If the flat roof at the **Home** is more than 10 years old or **You** have no evidence of its age or of an inspection less than 10 years old, it must be inspected by a roofing contractor within the period of insurance. Any remedial work is to be completed within 60 days of the inspection date.

Subsequently the flat roof is to be inspected every 10 years by a roofing contractor and remedial work to be completed within 60 days of the inspection date. **You** must retain evidence of the inspection(s) and repairs.

### 17. Portable Heating

**We** will not indemnify **You** under this policy in respect of damage caused by portable heating, unless use is limited to small scale freestanding electric storage or fan assisted heaters that are;

- a) less than 10 years old, or;
- b) subject to an annual electrical inspection.
- c) kept clear of combustibles by a minimum of 1 meter and not left running when The **Home** is unattended

All other types of portable heating are excluded.

This condition applies to portable heating that is **Your** responsibility and not of the tenant's.

### 18. Business Use

The following condition applies in the event the **Home** is used by **Residents** for business use.

**We** will not indemnify **You** in respect of damage arising from the **Home**, used by the **Residents** for business use, unless **You** comply with the below conditions:

- a) There are no employees working at the **Home** other than the **Residents** family living at the **Home**.
- b) No manufacturing process occurs at the **Home**
- c) There must be no more than 30 visitors a week to the **Home** in connection with the business

## SECTION 4: POLICY EXCLUSIONS

(The following Policy Exclusions apply to all Sections of the Policy Wording)

### 1. Radioactive Contamination and Nuclear Assemblies

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

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

### 2. War Exclusion

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

### 3. Date Change

Any loss or damage to any computer-related equipment which fails to correctly recognise a date change.

### 4. Computer Failure

Loss or damage to any computer related equipment caused by computer failure, computer error or any other malfunction.

### 5. Sonic Bangs

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

### 6. Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this policy.

### 7. Deception

Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless deception is used only to get into the **Home**.

### 8. Confiscation

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

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

### 9. Pollution and contamination

Any loss, damage or liability arising from pollution or contamination unless caused by:

- (a) a sudden and unforeseen and identifiable accident; or
- (b) leakage of oil from a domestic oil installation at the **Home**.

### 10. Existing damage

Any loss, damage, injury or accident occurring or arising from an event, before cover commences.

## SECTION 4: POLICY EXCLUSIONS

### 11. Gradually operating cause

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

### 12. Defects and faults

Any loss or damage arising from defective design, defective materials or faulty workmanship, or failure to follow manufacturers' instructions.

### 13. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- (a) the use or threat of force and/or violence;
- (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and, or to put the public or any Section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This paragraph 9 on Terrorism applies only in respect of the **Buildings**, optional **Accidental Damage** cover to **Buildings**, **Contents** and optional **Accidental Damage** cover to **Contents** and **Personal Possessions** Sections of this Policy.

### 14. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by preventing suppressing or in any way relating to 2) War Exclusion or 14) Terrorism above.

### 15. Contractors Exclusion

There is no liability under this policy for loss or damage caused by the activities of contractors.

### 16. Boarded or bricked up properties

No cover is provided under this policy if the **Home** is **Unoccupied** and the windows and or doors are boarded or bricked up.

### 17. Business use amended cover

Whilst the **Home** or part thereof is used by the tenants for business use, **We** will not cover **You** for:

- a) theft or attempted theft from the **Home** other than as a result of violent and or forcible exit or entry.
- b) property Owners Liability under section 1 or 2 of the policy wording for incidents arising from the **Home** being used for business use.
- c) accidental Damage under section 1 or 2 of the policy wording for incidents arising at the **Home** in relation to the business other than clerical work.

### 18. Illegal activities

Any loss or damage resulting directly or indirectly from the **Home** being used for any illegal activity (including the use or growing or manufacture of drugs) unless **You** can provide **us** with acceptable evidence that **You** or **Your** managing agent have:

- a) received credit references for **Your** tenant showing a satisfactory score from a licensed Credit Referencing Agency, and
- b) obtained and recorded details of **Your** tenant's bank account and received at least one month's rent from that account.

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underwriting

