

## PROPERTY OWNERS - LET / UNOCCUPIED RESIDENTIAL PROPERTY WORDING

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

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or statement of fact) on the date shown in the **schedule**.

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

The written authority (which number is shown in the **schedule**) allows **your broker** to sign and issue this certificate on behalf of **Great Lakes Reinsurance (UK) PLC**.

### INTRODUCTION

**Heritage Insurance Agency** is Authorised and Regulated by the Financial Services Authority our reference Number is 303576. **You** can check this information on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/](http://www.fsa.gov.uk/) or by contacting the FSA on 0845 606 1234.

Claims – Please review the claims conditions set out in this policy of insurance. If **you** believe that **you** have a claim under this Insurance, **you** should notify **our** claims management company:

**Davies Managed Systems Limited**  
2nd Floor, East Court  
Riverside, Campbell Road  
Stoke on Trent  
Staffordshire  
ST4 4DA

Telephone: 0844 856 2088

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document.

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

**PLEASE READ THE WHOLE DOCUMENT CAREFULLY.** It is arranged in different sections. It is important that

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

Please contact **Heritage Insurance Agency** immediately if this document is not correct or if you would like to ask any questions.

**Wherever the following words appear in this insurance they will have the meanings shown below.**

<b>BODILY INJURY</b>	<b>Bodily injury</b> includes death or disease.
<b>BUILDINGS</b>	<ul style="list-style-type: none"><li>• The main structure of the <b>property</b></li><li>• fixtures and fittings attached to the <b>property</b></li><li>• domestic outbuildings and private gardens</li><li>• permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates, paths, drives and fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally liable within the <b>premises</b> named in the <b>schedule</b></li></ul> <p><b>Buildings</b> do NOT include</p> <ul style="list-style-type: none"><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>property</b></li><li>• carpets</li></ul>
<b>COMPUTER VIRUS</b>	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. <b>Computer virus</b> includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”.
<b>CONTENTS</b>	Household goods and personal <b>property</b> , within the <b>home</b> , which are <b>your property</b> or which <b>you</b> are legally liable 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>property</b></li><li>• items in outbuildings, garages or sheds, but within the <b>premises</b> up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>property</b>)</li><li>• domestic oil in fixed fuel oil tanks up to £500 which <b>you</b> have paid</li><li>• carpets, but not permanently fitted flooring</li></ul> <p><b>Contents</b> does NOT include:</p> <ul style="list-style-type: none"><li>• motor vehicles caravans, trailers or watercraft or their accessories</li><li>• televisions, satellite decoders, radios, audio equipment and home computers</li><li>• <b>money</b>, certificates or documents</li><li>• clothing, personal effects, pedal cycles</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property held or used for business purposes</li><li>• any property insured under any other insurance</li><li>• gold, silver, gold and silver plated articles, jade, jewellery, furs, object d-art, or fine art</li></ul>
<b>CREDIT CARDS</b>	<b>credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards
<b>ELECTRONIC DATA</b>	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
<b>EXCESS</b>	The amount payable by <b>you</b> as shown in the <b>schedule</b> in the event of a claim.
<b>ENDORSEMENT</b>	A change in the terms and conditions of this insurance.
<b>FURNISHED</b>	A property <b>furnished</b> enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but not limited to carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.
<b>PERIOD OF INSURANCE</b>	The length of time for which this insurance 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.
<b>PREMISES</b>	The address which is named in the <b>schedule</b> .
<b>PROPERTY</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .

<b>SANITARY WARE</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>SCHEDULE</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>STANDARD CONSTRUCTION</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>WE / US / OUR</b>	<b>Great Lakes Reinsurance (UK) PLC.</b>
<b>YOU / YOUR / INSURED</b>	The person or persons named in the <b>schedule</b> .
<b>UNOCCUPIED</b>	The <b>property</b> is <b>unoccupied</b> when it has not been lived in for more than 30 consecutive days or is not furnished enough to be normally lived in.
<b>YOUR BROKER</b>	<b>Heritage Insurance Agency</b>



## Your duties

1. **You** must comply with all the terms and conditions of this policy or at our option this insurance will not be valid.
2. **You** must take all reasonable steps to prevent loss, damage or accidents and keep the **property** in a good state of repair.
3. **You** must ensure that the insured **property** is adequately protected and secure at all times, with all protections maintained in good order and in full and effective operation. If you fail to comply with this condition claims as a result of the **property** being insecure will not be covered.
4. **You** must immediately (and in any event within 10 days) inform **us** if the **property** becomes **unoccupied**, there is any change in the type of tenant/s at the **property**, **you** move into the **property** or **your property** becomes illegally occupied, or **your** policy will be void.
5. **You** must immediately inform **us** if any structural changes are to be made at the **property** unless this has already been disclosed to **us** on the proposal form, if the property is to be demolished or if the **property** becomes subject to compulsory purchase, **your** policy will be void.
6. In addition to points 4 and 5 above, **you** must disclose to **us** any information or circumstance which changes the risk, from that provide by **you** at inception of the policy.
7. **You** must comply with all regulations/statutory conditions regarding the letting of the **property** including, but not limited to.
  - a. the number of persons legally allowed to reside at the **property**
  - b. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
  - c. having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **property**.
  - d. holding (if applicable) an appropriate licence issued by the local authority (in which the **property** is located) for the **property**
8. **You** must ensure that:
  - a. all gas appliances fitted at the **property** comply with the Gas Safety (Installation and Use) Regulations 1998 and a copy of the annual safety check record (completed by a gas safe registered engineer) is retained.
  - b. All electrical appliances at the **property** comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs, Sockets and the like (Safety) regulations 1994
9. **Oil Storage**

It is a condition of this **policy** that any tank

  - 1.used for the storage of oil must be professionally installed to comply with building regulations and oil storage regulations.
  - 2.that is more than ten years old or is no longer covered under the manufacturer's warranty must be inspected annually by an Oil Firing Technical Association (OFTEC) registered technician with any resultant recommendations or requirements complied with within 30 days.

If **you** fail to comply with any aspect of the above condition, cover for the escape of oil including any liability resulting from such an escape, will be excluded from the policy.

## Cancellation Conditions

1. **We** can cancel this insurance by giving **you** 30 days notice in writing to **your** last known postal address or **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

If the policy is cancelled part way through the year, **we** charge a percentage of the premium per month of cover. If cancelled in the first month the refund is 75% of the annual premium, decreasing a further 10% per month thereafter. If the policy is cancelled after eight months, **we** charge 100% of the premium

## Choice of Law

This policy is subject to English Law and any disputes in connection with this policy will be subject to English courts, if there is any dispute as to which law applies, it will always be English Law.

## Data Protection Act 1998

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing **insurance** and handling claims, if any, which may necessitate providing such information to other parties.

## CLAIMS CONDITIONS

In the event of a claim or possible claim under this insurance

1. **you** must notify **our**, claims department (contact details below) of all incidents that may give rise to a claim, this must be no later than 30 days from the date of the incident.
2. **you** must forward to **us** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
3. **you** must inform the Police within 24 hours of the incident and obtain a crime reference number following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost **property**.
4. **you** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide us with reasonable evidence of value or age (or both) for all items involved in a claim.
8. If the **property** is unoccupied and a claim is being made under escape of water during the period 1st November to 1st April (both days inclusive), **we** reserve the right to request you provide us with any bills for any utilities being supplied to the **property** at the time of the loss or damage for verification by **us**.
9. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid.

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

Contact details for all claims:

**Davies Managed Systems Limited**  
**2nd Floor, East Court**  
**Riverside, Campbell Road**  
**Stoke on Trent**  
**Staffordshire**  
**ST4 4DA**

**Telephone: 0844 856 2088**

### How we deal with your claim

1. **Defence of claims**  
**We** may
  - take full responsibility for conducting, defending or settling any claim in **your** name.
  - take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.
2. **Other insurance**  
**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.
3. **Fraudulent claims**  
If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## SECTION ONE – BUILDINGS

### WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by

1. Fire, lightning, explosion or earthquake
2. Aircraft and other flying devices or items dropped from them
3. Storm, flood or weight of snow
4. Escape of water from fixed water tanks, apparatus or pipes
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. Theft or attempted theft
7. Collision by any vehicle or animal
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. Subsidence or heave of the site upon which the **buildings** stand or landslip
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. Falling trees, telegraph poles or lamp-posts

### WHAT IS NOT COVERED

We will not pay

- a) the **excess** shown in the **schedule**
- a) the **excess** shown in the **schedule**
  - a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
  - b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
- c) the **excess** shown in the **schedule**
- d) for loss or damage while the **property is unoccupied**
- a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
- c) the **excess** shown in the **schedule**
- d) for loss or damage while the **property is unoccupied**
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the **excess** shown in the **schedule**
- c) for loss or damage caused by faulty workmanship
- d) for loss or damage while the **property is unoccupied**
- a) for loss or damage unless caused by forcible and violent entry to or exit from the **property**
- b) the **excess** shown in the **schedule**
- c) for loss or damage while the **property is unoccupied**
- d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police
- a) the **excess** shown in the **schedule**
- a) the **excess** shown in the **schedule**
- b) for loss or damage while the **property is unoccupied**
- c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police
- d) for loss or damage caused by any person lawfully on the **premises**
- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- c) for loss or damage arising from faulty design, specification, workmanship or materials
- d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- e) the first £1,000 of every claim
- f) for loss or damage caused by coastal erosion
- g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
- b) the **excess** shown in the **schedule**
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) for loss or damage to gates and fences
- c) the **excess** shown in the **schedule**

## SECTION ONE – BUILDINGS *continued*

### WHAT IS COVERED

This section of the insurance also covers

- A)** the cost of repairing accidental damage to
- fixed glass and double glazing (including the cost of replacing frames)
  - solar panels
  - **sanitary ware**
  - ceramic hobs
- all forming part of the **buildings**
- B)** the cost of repairing accidental damage to
- domestic oil pipes
  - underground water-supply pipes
  - underground sewers, drains and septic tanks
  - underground gas pipes
  - underground cables
- which **you** are legally liable for
- C)** loss of rent due to **you** which **you** are unable to recover for a reasonable period necessary to repair the **buildings** as a result of loss or damage which is covered under section one
- D)** expenses **you** have to pay and which we have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
  - the cost of removing debris and making safe the building
  - costs **you** have to pay in order to comply with any Government or local authority requirements
  - following loss or damage to the **buildings** which is covered under section one
- E)** increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one
- F)** anyone buying the **property** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner
- G)** costs of restoring damage to landscaped gardens by the emergency services while attending the **premises** and clearing underground services, all as a result of loss or damage insured under this section
- H)** loss or damage to the **property** caused by forced access by medical services, to deal with a medical emergency or to prevent damage to the **property**
- I)** costs of locating the source of damage caused by escape of water at the **property**, which gives rise to an admitted claim under peril number 4 of section one

### WHAT IS NOT COVERED

We will not pay

- a)** the **excess** shown in the **schedule**
- b)** for damage caused by chipping, denting or scratching
- c)** for loss or damage while the **property** is **unoccupied**
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the **excess** shown in the **schedule**
- c)** for loss or damage to any part of the cables or service pipes within the **buildings**
- a)** any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- b)** for loss or rent arising from the tenants leaving the **property** without giving **you** notice
- c)** rent tenants have not paid
- d)** for loss of rent to any **property** that was **unoccupied** immediately before the insured event giving rise to a claim
- e)** for loss of rent or any other expenses **you** must pay to the letting agent
- f)** for loss of rent arising from any part of the **property** that is used for anything other than domestic accommodation
- g)** for loss to rent after the **property** is fit to be let out
- h)** for loss of rent for more than 12 months
- a)** any expenses for preparing a claim or an estimate of loss or damage
- b)** any costs if Government or local authority requirements have been served on **you** before the loss or damage
- a)** more than £750 in any **period of Insurance**
- a)** if the **buildings** are insured under any other insurance
- a)** more than £1,000 in any **period of Insurance**
- a)** more than £1,000 in any **period of Insurance**
- a)** more than £5,000 in any **period of Insurance**

## SECTION ONE – BUILDINGS

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

### WHAT IS COVERED

This extension covers

Accidental Damage Extension to the **buildings**

### WHAT IS NOT COVERED

**We** will not pay

- a) For damage or any proportion of damage which **we** specifically exclude elsewhere under section one
- b) For the **buildings** moving, settling, shrinking, collapsing or cracking
- c) For damage while the **property** is being altered, repaired, cleaned, maintained or extended
- d) For damage to outbuildings and garages which are not of **standard construction**
- e) For the cost of general maintenance
- f) For damage caused by wear tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- g) For damage arising from faulty design, specification, workmanship or materials
- h) For damage from mechanical or electrical faults or breakdown
- i) For damage caused by dryness, dampness, extremes of temperature or exposure to light
- j) For damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks, piers, jetties, bridges, and culverts
- k) For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- l) The **excess** shown in the **schedule**
- m) For loss or damage which **your** lodgers or tenants have caused, chosen to overlook or not reported to the police
- n) For loss or damage while the **property** is **unoccupied**

## Settling claims

Conditions that apply to section one (**buildings**) only

### HOW WE DEAL WITH YOUR CLAIM

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

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

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

### YOUR SUM INSURED

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
3. The sums insured in this section will be indexed linked each month in line with the The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For your protection should the index fall below zero **we** will not reduce the sum insured

### LIMIT OF INSURANCE

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

## SECTION TWO – CONTENTS

### WHAT IS COVERED

This insurance covers the **contents** for loss or damage directly caused by

1. Fire, lightning, explosion or earthquake
2. Aircraft and other flying devices or items dropped from them
3. Storm, flood or weight of snow
4. Escape of water from fixed water tanks, apparatus or pipes
5. Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. Theft or attempted theft
7. Collision by any vehicle or animal
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. Subsidence or heave of the site upon which the **buildings** stand or landslip
10. Falling trees, telegraph poles or lamp-posts

### WHAT IS NOT COVERED

We will not pay

- a) the **excess** shown in the **schedule**
- a) the **excess** shown in the **schedule**
- a) for **property** in the open
- b) the **excess** shown in the **schedule**
- a) the **excess** shown in the **schedule**
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- c) the **excess** shown in the **schedule**
- a) unless the loss or damage is caused by a violent and forcible entry or exit by deception
- b) any amount over £250 or 3% of the sum insured for **contents** whichever is the greater, within any detached domestic outbuildings and garages on the **premises**
- c) for loss or damage caused by any person lawfully on the **premises**
- d) for loss or damage which **your** lodgers or tenants have cause, allowed, chosen to overlook or not reported to the police
- e) for loss or damage while the **property** is **unoccupied**
- f) the **excess** shown in the **schedule**
- a) the **excess** shown in the **schedule**
- a) for loss or damage while the **property** is **unoccupied**
- b) for loss or damage caused unless loss or damage follows a violent and forcible entry or exit by deception
- c) for loss or damage which **your** lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police
- d) for loss or damage caused by any person lawfully on the **premises**
- e) the **excess** shown in the **schedule**
- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- b) for loss or damage arising from faulty design, specification, workmanship or materials
- c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
- d) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- e) for loss or damage by coastal erosion
- f) the **excess** shown in the **schedule**
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) the **excess** shown in the **schedule**

## SECTION TWO – CONTENTS

### Settling claims

Conditions that apply to section two (**contents**) only

#### HOW WE DEAL WITH YOUR CLAIM

1. If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay for any article covered under section two.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### YOUR SUM INSURED

1. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.
2. If you are under insured, which means the cost of rebuilding the buildings including at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding, we will only pay one half of the cost of repair or replacement.
3. The sums insured in this section will be indexed linked each month in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum **insured**

#### LIMIT OF INSURANCE

1. **We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent and alternative accommodation.

## SECTION THREE – PROPERTY OWNERS LIABILITY

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

We will not pay in respect of other liability covered under section three more than **£2,000,000** in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing

### WHAT IS COVERED

We will indemnify **you**

1. as owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury**
2. damage to **property** caused by an accident happening at the **premises** during the **period of insurance**,

### WHAT IS NOT COVERED

We will not indemnify **you** for any liability

- a) for **bodily injury** to
  - **you**
  - any person who at the time of sustaining such injury is engaged in **your** service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition
- c) arising out of any criminal or violent act to another person
- d) for damage to **property** owned by or in the charge or control of
  - **you**
  - any other permanent member of the **property**
  - any person engaged in **your** service
- e) arising directly or indirectly out of any profession, occupation, business or employment
- f) which **you** have assumed under contract and which would not otherwise have attached
- g) arising out of **your** ownership, possession or use of:
  - i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises** and
    - pedestrian controlled gardening equipment used elsewhere
  - ii) any power-operated lift
  - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- h) in respect of any kind of pollution and/or contamination other than:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
  - reported to **us** not later than 30 days from the end of the **period of insurance**
  - in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- i) arising out of **your** ownership, occupation, possession or use of any land or **building** that is not within the **premises**
- j) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
- k) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

We will not cover:

a) **Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for

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

b) **War Exclusion**

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

c) **Existing and Deliberate Damage**

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**
- due to consequential loss of any kind or description.

d) **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

e) **Nuclear, Biological and Chemical Contamination Clause**

1. Loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

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

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

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

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

f) **Contamination and Pollution Exclusion**

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

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

g) **Micro-organism Exclusion**

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

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

This exclusion applies regardless whether there is:

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

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

### h) Diminution in value

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

### i) Electronic Data Exclusion

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

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

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

### j) Gradual Operating Causes

We will not pay any claim for loss or damage arising from any wear and tear or gradual operating cause.

### k) Terrorism Exclusion

Not with standing any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this **endorsement** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This **endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

### l) Contractors Exclusion

This insurance does not cover loss, damage or liability arising out of the activities of contractors, or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

## ENDORSEMENTS

The following clauses, endorsements and warranties apply only if they are mentioned in the **schedule**.

### 1. Alarm clause

This insurance does not cover theft unless:

- a) at all times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with an NSI or SSAIB approved company

### 2. Non-standard construction clause

It is agreed that the **property** is not of **standard construction**:

### 3. Minimum security clause

It is a condition of this policy that the undernoted minimum protections are fitted.

SECURITY DEVICES (see below) must be fitted in the following places:

- a) The Main Final Exit Door  
1 or 2 or 3
- b) Other Single Exit Doors  
1 or 2 or 3 or 4
- c) Exit Doors to Garages and other Outbuildings (except Greenhouses)  
1 or 2 or 3 or 4 or 8
- d) Sliding Patio Doors  
1 or 3 or 5 or 6 or 7
- e) Double opening outside doors or windows (ie French Doors/windows)  
1 or 3 or 5
- f) Doors inside Garages which provide access to any part of your home.  
1 or 2 or 3 or 4
- g) All Ground Floor opening windows, and any on the First Floor or above that are 'readily accessible'  
3 or 8
- h) All panes of glass in louvre windows must be securely bonded into their brackets with an adhesive fit for this purpose

#### SECURITY DEVICES

1. A lock which can be locked by a key from both the inside and outside
2. A mortice deadlock with 5 or more levers or a surfacemounted rim deadlock
3. A key operated multi-point locking system
4. Two key operated security bolts operating horizontally and fitted internally top and bottom
5. For each door or window two key operated security bolts operating vertically and fitted internally top and bottom
6. For each opening door two key operated patio door locks operating horizontally and fitted top and bottom
7. One key operated patio door lock plus an anti-lift device. An anti-lift device prevents the lifting of sliding patio doors from their frames
8. At least one key operated locking device

### 4. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.

### 5. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes.

### 6. Flat Roof Warranty

It is warranted that all flat roof sections be inspected and tested at least once every three year period by a qualified independent building/roofing contractor and a certificate issued confirming the roof section is in sound weather proof condition. In the event of a claim we may require evidence of this inspection.

### 7. Your bank or building society interest clause

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

### 8. FLEEA Cover Only Clause

Cover is restricted to Fire, Lightning, Explosion, Earthquake and Aircraft and other flying devices or items dropped from them.

### 9. Escape of Water Clause

Cover in respect of escape of water or burst pipes shall only apply provided that the **property** is fitted with central heating and that the heating is left on during the period 1st November to 1st April so as to maintain a constant minimum temperature throughout the whole of the **property** of 58 degrees Fahrenheit or 15 degrees Centigrade, or the water is turned off at the mains.

### 10. Plate Glass Exclusion

Plate glass is not covered by this insurance.

### 11. Illegal entry and security

It is a condition of the policy that the **property** to be insured is secured against illegal entry, and all accessible windows and post boxes are to be boarded up.

### 12. Cooking and Portable Heater Warranty

This policy excludes any loss or damage caused by any form of cooking unless in a clearly designated kitchen or in an area where the fire officer has given written approval. This policy also excludes any loss or damage caused by the use of portable heating appliances other than oil filled electric radiators or fan assisted electric heaters.

### 13. Individual Flats Clause

It is agreed that the definition of **buildings** is amended as follows:

The proportion of the main structure of the **property**, fixings and fittings attached to the **property**, Domestic outbuildings and private garages, permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks all contained within the **premises** and belonging to **you** or for which **you** are legally responsible, as stated within the leasehold/freehold agreement.

It is agreed that the Settling of Claims provisions is amended as follows:

#### How we settle claims

If **your** claim for loss or damage to any part of the **buildings** owned by **you** and is covered under section one, **we** will pay the full cost of the repair.

If **your** claim is for loss or damage to any common or shared part of the **building we** will only pay the proportion of the claim that **you** are legally responsible for and that **your** sum insured bears to the full cost of rebuilding the entire **building**

#### Provided that

- The **buildings** were in a good state or repair immediately prior to the loss or damage and
- The damage has been repaired or loss has been reinstated.

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

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

If the **sum insured** is not adequate then any claim payment under this section will be reduced in proportion to the value of the full cost of rebuilding the entire **buildings** at the time of loss or damage.

### 14. Tree Pruning Clause

A tree surgeon or similar professional must carry out the following, within 60 days of inception at your expense and triennially thereafter;

- Inspect the trees to ensure that they do not affect the structure, drains or sewers of the property insured
- Prune or pollard the trees as appropriate

Failure to comply with this condition may result in a claim in respect of the perils of Subsidence, Landslip and Heave not being covered.

### 15. Accidents to Domestic Staff

**We** will indemnify **you** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** at the **premises** shown in the **schedule** to **your** domestic staff employed in connection with the **premises** shown in the **schedule**. **We** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

**We** will not indemnify **you** for **bodily injury** arising directly or indirectly:

- From any communicable disease or condition
- For any action brought outside of the United Kingdom, the Channel Islands or the Isle of Man

### 16. Electrical Certificate Warranty

It is agreed that throughout the **period of insurance** you must have an electrical certificate which is not more than 5 years old issued by an NICIEC member for the **property/ies** which confirms the entire electrical system is in a good state of repair

### 17. Unoccupied Level 1 Endorsement

The insurance provided by this policy is restricted to the following perils described in Sections 1 (**buildings**) and 2 (**contents**):

- Fire, lightning, explosion or earthquake.
- Aircraft and other flying devices or items dropped from them

It is a condition of this policy that:

- The insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record log of all such inspections to be kept including any defects that are revealed by such inspections, along with remedies taken to repair or protect the **property**, which must be done immediately.
- All letter boxes and other similar openings to be sealed
- **Property** must be maintained in good condition and state of repair
- All loose material to be kept clear of the **property**

An **excess** of £250 is applicable to each and every claim

### 18. Unoccupied Level 2 Endorsement

The insurance provided by this policy is restricted to the following perils described in Sections 1 (**buildings**) and 2 (**contents**):

- Fire, lightning, explosion or earthquake.
- Aircraft and other flying devices or items dropped from them
- Storm, flood or weight of snow.
- Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.
- Collision by vehicle or animal.
- Breakage or collapse of fixed radio & television aerials, satellite and their fixtures and fittings.
- Subsidence, landslip or heave.

It is a condition of this policy that:

- The insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record log of all such inspections to be kept including any defects that are revealed by such inspections, along with remedies taken to repair or protect the **property**, which must be done immediately.
- All letter boxes and other similar openings to be sealed
- **Property** must be maintained in good condition and state of repair
- All loose material to be kept clear of the **property**
- Subsidence is not covered if the **property** to be insured is undergoing any structural refurbishment or is to be sold.

An **excess** of £250 is applicable to each and every claim but increasing to £1,000 each and every claim in respect of Subsidence, Landslip and Heave

### 19. Unoccupied Level 3 Endorsement

The insurance provided by this policy is restricted to the following perils described in Sections 1 (**buildings**) and 2 (**contents**):

- Fire, lightning, explosion or earthquake.
- Aircraft and other flying devices or items dropped from them
- Storm, flood or weight of snow.
- Escape of water resulting from damage to fixed water apparatus or pipes.
- Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.
- Theft or attempted Theft.
- Malicious Damage.
- Collision by vehicle or animal.
- Breakage or collapse of fixed radio & television aerials, satellite and their fixtures and fittings.
- Subsidence, landslip or heave.

It is a condition of this policy that:

- The insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record log of all such inspections to be kept including any defects that are revealed by such inspections, along with remedies taken to repair or protect the **property**, which must be done immediately.
- All letter boxes and other similar openings to be sealed
- **Property** must be maintained in good condition and state of repair
- All loose material to be kept clear of the **property**
- Subsidence is not covered if the **property** to be insured is undergoing any structural refurbishment or is to be sold.
- Cover in respect of escape of water or burst pipes shall only apply provided that the water be turned off at the mains.
- All final exit doors must be secured with 5 lever mortice dead locks and all accessible windows must be secured with key operated locks or similar. Should the **property** be undergoing structural refurbishment then it is a condition of this policy that all doors and windows be sealed against illegal entry with shutters or are boarded up unless agreed by underwriters.
- Excludes cover for **contents** within outbuildings and/or garages

An **excess** of £250 is applicable to each and every claim but increasing to £1,000 each and every claim in respect of Subsidence, Landslip and Heave'

### 20. Tree Root Clause

A tree surgeon or similar professional must carry out the following, within 60 days of inception at your expense and triennially thereafter;

- Inspect the trees to ensure that they do not affect the structure, drains or sewers of the property insured
- Prune or pollard the trees as appropriate

Failure to comply with this condition may result in a claim in respect of the perils of Subsidence, Landslip and Heave not being covered.

### 21. Lagging Clause

**We** will not be liable for loss of or damage to property as a result of burst or leaking water to exposed pipes and tanks, including those within the loft space and roof voids, unless they are suitably lagged to prevent freezing at the time of the loss or damage.

## **LAW APPLICABLE TO CONTRACT**

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

## **COMPLAINTS PROCEDURE**

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker** who arranged this cover for **you**. Please quote **your** certificate and policy number in all correspondence so that **your** complaint may be dealt with speedily.

**Heritage Insurance Agency**  
**Highlands,**  
**Fordham Road,**  
**Mount Bures,**  
**Sudbury,**  
**Suffolk,**  
**CO8 5AZ**  
**Telephone – 0870 990 1700.**

If **you** are unable to resolve the situation and wish to make a complaint **you** can do so at any time by referring matters to the:

**Compliance Officer**  
**Great Lakes Reinsurance (UK) PLC**  
**Plantation Place,**  
**30, Fenchurch Street,**  
**London**  
**EC3M 3AJ**  
**Telephone – 020 3003 7000.**

In the event of contacting **Great Lakes Reinsurance (UK) PLC** **you** are still dissatisfied then **you** may refer **your** case to:

**Financial Ombudsman Service**  
**South Quay Plaza,**  
**183, Marsh Wall,**  
**London**  
**E14 9SR.**  
**Telephone – 08000 234567.**

This complaint procedure is without prejudice to **your** right to take legal proceedings.

In all communications the policy/certificate number appearing in line one of the **schedule** should be quoted.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462.

Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Authorised and Regulated by the Financial Services Authority (FSA No. 202715).

## **COMPENSATION**

**We** are covered by the Financial Services Compensation Scheme (FSCS).

Subject to the FSCS Rules you may be entitled to compensation from the scheme if **we** cannot meet our obligations. This depends on the type of business and circumstances of the claim.

General insurance products are generally covered for 90% of the claim with no upper limit. However, compulsory classes of insurance are covered for 100% of the claim. In each of these cases there is no limit to the amount of compensation payable. Further information about compensation scheme arrangements are available from FSCS.