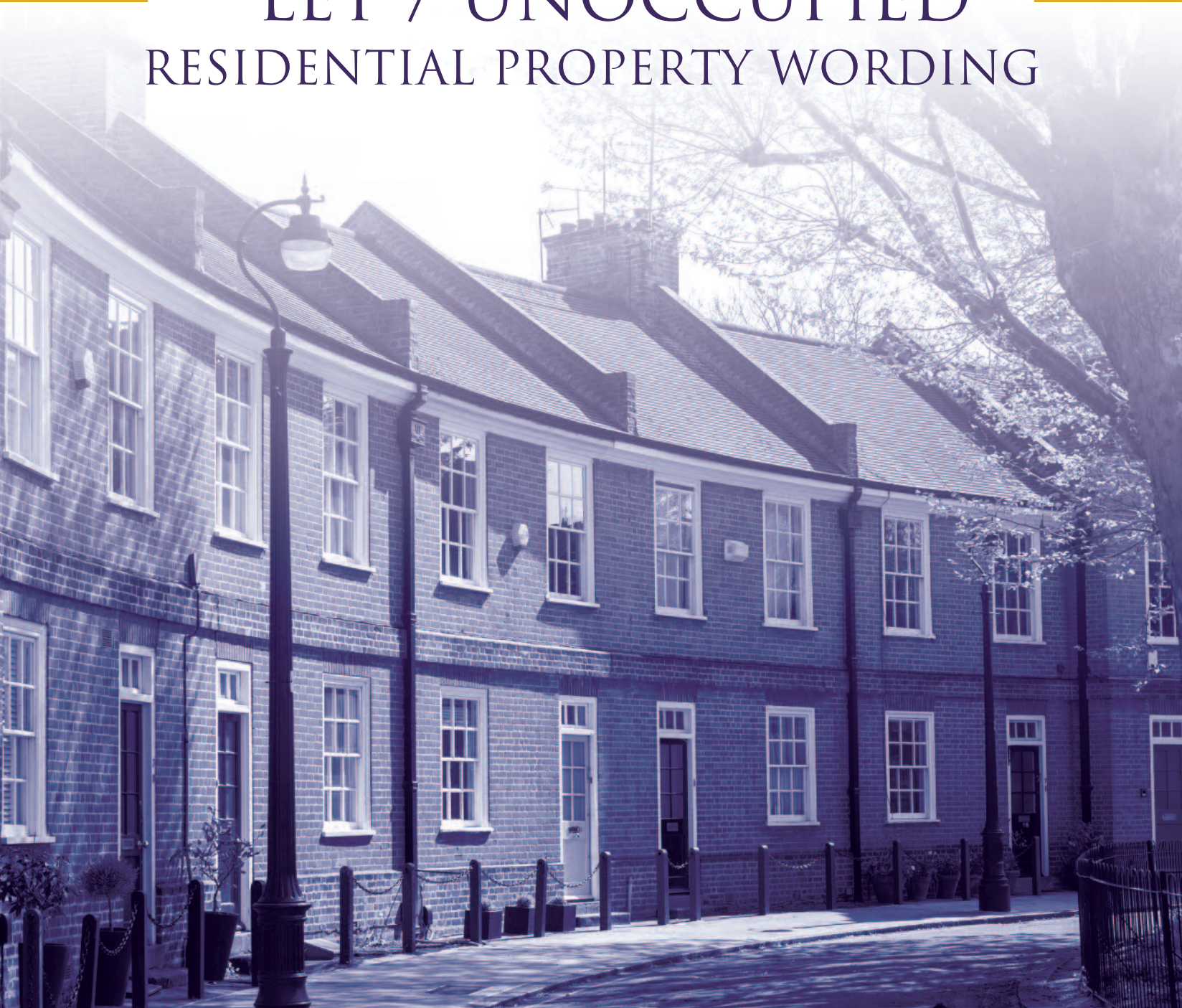




PROPERTY OWNERS
- LET / UNOCCUPIED
RESIDENTIAL PROPERTY WORDING



CONTENTS

INTRODUCTION	.3
GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE	.6
CLAIMS CONDITIONS	.7
SECTION ONE – BUILDINGS	.8
SECTION TWO – CONTENTS	.11
SECTION THREE – PROPERTY OWNERS LIABILITY	.13
GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE	.14
ENDORSEMENTS	.15
NOTICE TO THE INSURED	.18
INSURER’S PRIVACY NOTICE	.19

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, 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 policy, **we** have relied upon the information and statements which **you** have provided in the proposal form.

The insurance relates ONLY to those sections of the policy 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 policy on behalf of **Ageas Insurance Limited**.

INTRODUCTION

Heritage Insurance Agency is Authorised and Regulated by the Financial Conduct Authority. Reference Number is 303576. **You** can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk/ or by contacting the FCA on 0800 1116 768.

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 centre:

Ageas Insurance Limited
Personal Insurance Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

Telephone: 0370 241 2719

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Property 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.

(HIAV02/19)

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

ACCIDENTAL DAMAGE	Unexpected and unintended damage caused by a single and one-off event resulting from a sudden and external means
BODILY INJURY	Bodily injury includes death or disease.
BUILDINGS	<ul style="list-style-type: none">• The main structure of the property• fixtures and fittings attached to the property• domestic outbuildings and private gardens• permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks you own or for which you are legally liable within the premises named in the schedule <p>Buildings do NOT include</p> <ul style="list-style-type: none">• radio and television aerials, satellite dishes, their fittings and masts which are attached to the property• carpets
COST OF REBUILDING	The full cost of reconstruction of the buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs.
CONTENTS	Household goods within the property , which are your property or which you are legally liable for. Contents includes: <ul style="list-style-type: none">• radio and television aerials, satellite dishes, their fittings and masts which are attached to the property• items in outbuildings, garages or sheds, but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the property)• domestic oil in fixed fuel oil tanks up to £500 which you have paid• carpets, but not permanently fitted flooring <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles caravans, trailers or watercraft or their accessories• televisions, satellite decoders, radios, audio equipment and home computers• money, certificates or documents• clothing, personal effects, pedal cycles• any living creature• any part of the buildings• any property held or used for business purposes• any property insured under any other insurance• Jewellery, articles of gold, silver, gold or silverplate or other precious metals, furs, stamp, coin and metal collections, television, audio and video equipment
CREDIT CARDS	Credit cards , charge cards, debit cards, bankers cards and cash dispenser cards
EXCESS	The amount payable by you as shown in the schedule in the event of a claim.
ENDORSEMENT	A change in the terms and conditions of this insurance.
FURNISHED	A property furnished 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, cooking and washing facilities.
HEAVE	Upward movement of the ground beneath the buildings and as a result of the soil expanding.
LANDSLIP	Downward movement of sloping ground.
MONEY	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, premium bonds, luncheon vouchers and gift tokens and all held for private or domestic purposes.

PERIOD OF INSURANCE	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
PREMISES	The address which is named in the schedule .
PROPERTY	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
SANITARY WARE	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
SCHEDULE	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
SETTLEMENT	Downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
STANDARD CONSTRUCTION	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
SUBSIDENCE	Downward movement of the ground beneath the buildings other than by settlement .
UNOCCUPIED	The property is unoccupied when it has not been lived in for more than 30 consecutive days or is not furnished enough to be normally lived in.
VERMIN	Badgers, foxes, squirrels, rodents and other wild animals and birds
WE / US / OUR	Ageas Insurance Limited
YOU / YOUR / INSURED	The person or persons named in the schedule .
YOUR BROKER	Heritage Insurance Agency

IMPORTANT PLEASE READ CAREFULLY

Your duties

1. **You** must take steps to prevent loss, damage or accidents and keep the **property** in a good state of repair.
2. **You** must ensure that the **property** is adequately protected and secure at all times, with all protections maintained in good order and in full and effective operation.
3. **You** must immediately inform us if;
 - any structural changes that are to be made at the **property** unless this has already been disclosed to **us**
 - the **property** becomes **unoccupied** and are not re-let within 30 consecutive days
 - the **property** becomes illegally occupied
 - the **property** becomes subject to compulsory purchase
 - the **property** is to be demolished
4. **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**
 - e. 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.
 - f. All electrical appliances at the **property** comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs, Sockets and the like (Safety) regulations 1994

When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance. Failure to notify **us** of the above will prejudice **you** in the event of a claim, which will result in **your** claim not being paid in part or in full.

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 Privacy Notice

Heritage Insurance Agency is the trading name of Heritage Insurance Agency Limited. We 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, insurance intermediaries such as Managing General Agents, 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: - <https://www.heritageinsuranceagency.co.uk/privacypolicy>. 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.

CLAIMS CONDITIONS

Failure to comply with any of the duties listed below will prejudice you, which may result in your claim not being paid in part or in full.

Your duties

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

1. **You** must notify **us** 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 care to limit any loss, damage or injury.
7. **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim.
8. It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.
9. **We** or **our** representative will be entitled to enter **your** property or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
10. 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**.
11. 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.

Contact details for all claims:

Ageas Insurance Limited
Personal Insurance Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

Telephone: 0370 241 2719

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.
We may also 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, paths, patios, 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**
- e) for loss or damage caused by any person lawfully on the **premises**
- f) for loss or damage caused by the failure or lack of grout and/or sealant
- 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, paths, patios, 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 or river 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 contractually 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
- c)** any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- 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, **vermin**, 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, paths, patios, terraces, walls, gates, 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 or betterment 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 at each renewal of **your** policy in line with the The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum 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**
- b) for loss or damage while the **property** is **unoccupied**
- c) for loss or damage caused by any person lawfully on the **premises**
- d) for loss or damage caused by the failure or lack of grout and/or sealant
- 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 or river 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 replacing or repairing the contents at the time of the loss or damage is more than **your** sum insured for the contents, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the contents **we** will only pay one half of the cost of repair or replacement.
3. The sums insured in this section will be indexed linked at each renewal 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

WHAT IS NOT INSURED BY THIS POLICY;

1. **We** will not pay for loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
 - Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; This exclusion does not apply to Accidents to Domestic Staff.
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This exclusion does not apply to Accidents to Domestic Staff.
 - Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Staff.
 - For the purposes of this exclusion an act of Terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group 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.
2. **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 property**
3. **We** will not pay for
 - a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i) a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - ii) computer viruses.
 - b) Legal expenses or legal benefits or liability arising from (i) above.

EXCEPT

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **Buildings** and 1 to 10 inclusive under section 2 **Contents** of this policy.

4. A person who is not 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.
5. **We** will not pay for loss or destruction of, or damage to, any property, or death of or **bodily injury** to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
6. **We** will not pay for any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause
7. **We** will not pay for any reduction in value of the **property** insured following repair or replacement paid under this insurance.
8. **We** will not pay for any 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 **Endorsements** shown below only apply to **your** policy if the **endorsement** number is specified in **your** policy **schedule** and they are subject to the terms, conditions and limitations of this policy.

1. **Alarm Clause**

This insurance does not cover loss or damage as a result of forcible and violent entry, when the **premises** are left unattended 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 noted that the private dwelling is not of standard construction

3. **Minimum Security Clause**

It is condition of this insurance that the **property** is noted with the following minimum protections which are fitted and operational at all times.

External Doors: Mortice Deadlocks or Multi-point locking system
Patio Sliding Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections
Windows: Key operated security locks to all ground floor and other accessible windows

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**

This insurance does not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one **buildings** and two **contents**.

6. **Flat Roof Clause**

It is a condition of this insurance that the flat roof sections must be inspected at least once every five years by a qualified independent building/roofing contractor and a certificate issued confirming the roof section is in a sound and weatherproof condition. In the event of a claim **we** will require evidence of inspections.

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 from fixed water tanks, apparatus or pipes, irrespective of the initial or proximate cause shall only apply provided the water be turned off at the mains when the **insured** or any other person legally entitled to do so is not residing at the **property** named in the **schedule** during the period 1st November to 1st April inclusive.

For the purpose of this endorsement residing is defined as when the **insured** or any other person legally entitled to do so is sleeping overnight or present at the **property**.

10. **Plate Glass Exclusion**

Plate glass is not covered by this insurance.

11. **Illegal Entry and Security Clause**

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 Clause**

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, paths, 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.

ENDORSEMENTS

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

It is a condition of this insurance that the **insured**, must acquire a specialist contractor to carry out an inspection of the **buildings** perimeter, to ascertain if any tree roots close to the structure and foundations of the **property**, have or could result in structural movement to the **building**.

This is to be completed at the **insured's** expense within 60 days of inception and a copy of the report to be provided to **your broker** for agreement by **us**.

Failure to comply with this clause within the timescale specified will result in the immediate withdrawal of cover in respect of Subsidence, Landslip and Heave.

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.

22. Unfixed Building Materials Exclusion

This insurance does not cover loss, damage or liability to any unfixed building materials in connection with planned or in progress building works at your property.

23. Works in Progress Exclusion

This insurance provides cover for loss or damage to the existing structure only and specifically excludes loss or damage to areas of work that are incomplete in any way or that have not had a Certificate of Practical Completion issued.

24. 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.

25. Storm, Flood & Ingress of Water Exclusion

This insurance does not cover loss, damage or liability caused by an attributable to storm, flood, wind and ingress of water, unless you have ensured that your property has professionally been made water tight to reasonable prevent loss or damage caused by or attributable to storm, flood, wind and ingress of water

NOTICE TO THE INSURED

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.

CUSTOMER-CARE POLICY

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us **your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact:

Ageas Insurance Limited

1 Port Way

Port Solent

Portsmouth

Hampshire

PO6 4TY.

Phone: 0844 748 0117

E-mail: claims.director@ageas.co.uk

For complaints about policy administration and documents, contact:

Heritage Insurance Agency

Highlands

Fordham Road

Mount Bures

Sudbury

Suffolk

CO8 5AZ.

Phone: 01787 229200

We promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 28 days. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

FINANCIAL OMBUDSMAN SERVICE

If **you** are not happy with **our** decision, **you** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Tower

Exchange

London

E14 9SR.

Phone (from a land line): 0800 023 4567

(from a mobile): 0300 123 9123

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The Ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from us or the Ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

FINANCIAL CONDUCT AUTHORITY

Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority. **You** can check their website (www.fca.org.uk), which includes a register of all the firms they regulate.

Or **you** can phone them on **0800 111 6768**.

FINANCIAL SERVICES COMPENSATION SCHEME

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fsccs.org.uk or by phone on **0800 678 1100**.

Ageas Insurance Limited Registered Number: 354568. Registered in England and Wales. Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

INSURER'S PRIVACY NOTICE

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your broker will have their own uses for your personal data please ask your broker if you would like more information about how they use your personal information.

COLLECTING YOUR INFORMATION

We collect a variety of information about you including personal information such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we also collect sensitive personal information such as details regarding your health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

USING YOUR INFORMATION

The main reason we collect your personal and/or sensitive information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where we will only use your information if you have given us permission such as using or collecting sensitive information. If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

SHARING YOUR INFORMATION

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

KEEPING YOUR INFORMATION

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

USE AND STORAGE OF YOUR INFORMATION OVERSEAS

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

YOUR RIGHTS

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request we will always let you know our reasons.