



PROPERTY OWNERS - LET / UNOCCUPIED RESIDENTIAL PROPERTY WORDING

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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 **County Insurance Services Limited** to sign and issue this policy on behalf of **Ageas Insurance Limited**

INTRODUCTION

County Insurance Services Limited are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

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 team:

Ageas Insurance Limited Per Davies Managed Systems Limited
P.O. Box 2801
Stoke-on-Trent
Staffordshire
ST4 9DN

Telephone: 0344 371 2390

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

Cooling off period

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** policy documentation; or
2. The start of the **period of insurance** whichever is the later.

Cancellation clause

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. 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

Data Privacy Notice

County Insurance Services Limited are the data controller of any personal information **you** provide to us or personal information that has been provided to us by a third party. We collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice 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.

Insurer's Privacy Policy

For details of how **we** collect, use and store **your** personal data – please refer to the full Privacy Policy on **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk

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

- 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**
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**

Buildings do NOT include carpets

CONTENTS

Household goods within the **property**, which are **your** property or which **you** are legally liable for.

Contents includes:

- carpets, but not permanently fitted flooring
- items in outbuildings, garages or sheds, but within the **premises** up to £250 in total domestic oil in fixed fuel oil tanks up to £500 which **you** have paid

Contents does NOT include:

- 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, watches, articles of gold, silver, gold or silverplate or other precious metals, furs, stamp, coin and metal collections, television, audio and video equipment

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.

COUNTY INSURANCE SERVICES LIMITED

The company that has been authorised to sign and issue this policy on behalf of **Ageas Insurance Limited**.

CREDIT CARDS

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

ENDORSEMENT

A change in the terms and conditions of this insurance.

EXCESS

The amount payable by **you** as shown in the **schedule** in the event of a claim.

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

The insurance broker/agent who placed this insurance on **your** behalf.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

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.

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 Per Davies Managed Systems Limited

P.O. Box 2801

Stoke-on-Trent

Staffordshire

ST4 9DN

Telephone: 0344 371 2390

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

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 - **Buildings**
- 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 - **Buildings**
- 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**

8) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> 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
9) Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> 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
10) Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<ul style="list-style-type: none"> a) the excess shown in the schedule
11) Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> 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 insurance covers the buildings for loss or damage directly caused by

- 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

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 of rent arising from the tenants leaving the **property** without giving **you** notice 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

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	a) more than £2,500 in any period of Insurance
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	a) if the buildings are insured under any other insurance
G) damage to your buildings , garden furniture or garden items caused by the emergency services while they're getting into your property to deal with an emergency. By garden items, we mean flowerbeds, hedges, lawns, potted plants, shrubs, trees outside your buildings but within the boundaries of your property	a) more than £1,000 in any one period of insurance
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	a) more than £5,000 in any period of Insurance
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 - Buildings	a) more than £5,000 in any period of Insurance
J) cost of replacing and installing locks on outside doors if your keys are stolen or lost outside your building . We will also pay for the cost of replacing and repairing locks on the outside doors, if your keys are damaged inside the building by an event covered elsewhere under section one	a) more than £5,000 in any period of insurance . If you claim for such loss under Section One – Buildings and Section Two – Contents , we will not pay more than £5,000 in total
K) Expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the buildings , which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under section one	a) more than £5,000 in any one period of insurance

SECTION ONE – ACCIDENTAL DAMAGE TO THE 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

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
-

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**
-

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- | | |
|--|--|
| 8) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | 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 |
|--|--|
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- | | |
|---|---|
| 9) Subsidence or heave of the site upon which the buildings stand or landslip | 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 |
|---|---|
-
- | | |
|--|--|
| 10) Falling trees, telegraph poles or lamp-posts | 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 CONTINUED

WHAT IS COVERED

This section of the insurance also covers

A) cost of replacing and installing locks on outside doors if **your** keys are stolen or lost outside **your building**. **We** will also pay for the cost of replacing and repairing locks on the outside doors, if **your** keys are damaged inside the **building** by an event covered elsewhere under section one

B) **We** will pay for accidental loss of oil in **your** property's heating system or metered water

WHAT IS NOT COVERED

We will not pay

a) more than £2,500 in any one **period of insurance**. If **you** claim for such loss under Section One – **Buildings** and Section Two – **Contents**, **we** will not pay more than £5,000 in total.

a) more than £2,500 in any one **period of insurance**

b) for loss or damage while the **property** is **unoccupied**

Settling

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 - **Contents**.
- 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 - **Contents** 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 – LEGAL LIABILITY TO THE PUBLIC

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
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- 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
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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 One - **Buildings** and 1 to 10 inclusive under Section Two - **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.

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 Per Davies Managed Systems Limited
P.O. Box 2801
Stoke-on-Trent
Staffordshire
ST4 9DN

Telephone: 0344 371 2390

E-mail: complaint.support@ageas.co.uk

For complaints about policy administration and documents, contact:

County Insurance Services Limited
County House
Langford Lane
Kidlington
OX5 1LQ

Telephone 01865 844980

Email: schemes@county-insurance.co.uk

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 8 weeks. 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
Exchange Tower
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.fscs.org.uk or by phone on **0800 678 1100**.

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County Insurance Services Limited are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267).
Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

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.