

# PROPERTY OWNERS - LET / UNOCCUPIED RESIDENTIAL PROPERTY WORDING





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# **Welcome to County**

Dear Customer,

Thank you for choosing County Insurance Services Limited, to protect your property.

**We** want to help you understand **your** Home Insurance policy and make **you** aware that the information you have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, any notice to policyholder issued to **you**, **schedule** and any endorsements are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

Please get in touch by contacting **your broker** if you need **your** documents in large font, braille, or as audio.

That policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

**Your** Home Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to you by **your broker**. You should ensure that:

- you are clear which sections of cover you have included, the details of which are shown on your schedule;
- the information you have given us is accurate;
- you understand what each section covers and the restrictions and exclusions that apply;
- you are clear of what your responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the **schedule**.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact us or your Broker immediately.

We hope that you will insure with us for many years to come.

Tim Sydenham ACII Cert CII Managing Director

(x/h/h

#### INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify you in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, we will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) If this policy is terminated in accordance with (1) or (2), we will refund any premium due to you in respect of the balance of the Period of Insurance.

If you become aware that information you have given us is inaccurate, you must inform your broker as soon as possible.

The insurance under this policy 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 **Scor Managing Agency Ltd** 

#### 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:

Telephone: 01865 290922

E-mail: householdclaims@county-insurance.co.uk

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** as soon as reasonably practicable if this document is not correct or if **you** would like to ask any questions.

#### Cooling off period

#### During the cooling off period of fourteen (14) days

**You** may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **you** receive full policy documentation.

If **you** do cancel within such 14 day period, provided **you** have not made a claim, **Your** broker will refund any premiums paid subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis.

#### After the cooling off period

You can also cancel this insurance contract at any time by writing to your broker. Any return premium due to you will depend on how long this insurance contract has been in force and whether you have made a claim. Providing that you have not made a claim the return premium will be calculated on a proportionate basis which will be subject to a minimum time on risk charge as stated in the schedule.you will depend on how long this insurance has been in force and whether you have made a claim.

#### **Our Cancellation Rights**

We can cancel this insurance contract by giving you 30 days' notice in writing. Any return premium due to you will depend on how long this insurance contract has been in force and whether you have made a claim. Providing that you have not made a claim the return premium will be calculated on a proportionate basis. Examples of why your insurance contract may be cancelled are as follows:

- If you change your address;
- Where we have been unable to collect a premium payment following non-payment correspondence issued to you or your broker.
- A change in the information you have previously given us where we are able to demonstrate that we
  would not normally offer insurance.
- Unacceptable behaviour by you such as abusive behaviour or language, intimidation or bullying of our staff or suppliers.
- You have deliberately misrepresented any information given to us.
- Your failure to cooperate with us in accordance with our claims conditions where it affects our ability to process your claim.
- If you have acted fraudulently in any way.
- You have deliberately or falsely overstated information given to us.

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.

#### **Your Personal Information Notice**

For the purposes of the following statement only "We/us/Our" refers to SCOR Managing Agency Limited.

#### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

#### Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Please see https://www.scor.com/en/cookies-privacy

#### NOTICE TO THE INSURED

#### LAW AND LANGUAGE APPLICABLE TO CONTRACT

This insurance will be governed by English Law, **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **you** live in jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

#### Renewal

We will email your broker at least 21 days before your policy is due to renew. Your renewal invitation will include your quote to insure your premises for the year ahead.

This policy will not automatically renew therefore **you** will need to give **your broker** instructions if **you** wish to renew the policy.

If we are not able to insure your premises because you no longer meet our eligibility criteria, we will send notification to your broker before the policy expires.

#### Non-payment of premiums

**We** reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

#### The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

#### Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance contract 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.

# WHAT TO DO IF YOU HAVE A COMPLAINT - ENQUIRIES AND COMPLAINTS PROCEDURE

#### **ENQUIRIES**

#### POLICY ADMINISTRATION ENQUIRIES

If you have any questions or concerns about your policy administration and documents, you should contact

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

Telephone: 01865 844980

Email: schemes@county-insurance.co.uk

#### CLAIMS ADMINISTRATION ENQUIRIES

If you have any questions or concerns about a claim or its administration, you should contact

Kelly Adjusters Limited, Little Seabrooks House, Braintree Road, Felsted, Essex, CM6 3JZ

Telephone: 01371 829276

Email: newclaims@kellyadjusters.co.uk

#### HOW TO COMPLAIN

Our aim is to provide all our customers with a first class standard of service. However, there may be occasions when you feel this objective has not been achieved. If you have a complaint about your policy or the handling of a claim, the details below set out some of the key steps that you can take to address your concerns.

Where do I start?

#### POLICY ADMINISTRATION ISSUES

If your complaint is about the way in which the policy was sold to you or whether it meets your requirements, you should contact

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

Telephone: 01865 844980

Email: schemes@county-insurance.co.uk

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

**CLAIMS ADMINISTRATION ISSUES** 

If your complaint is about a claim, you should refer the matter to

Kelly Adjusters Limited, Little Seabrooks House, Braintree Road, Felsted, Essex, CM6 3JZ

Telephone: 01371 829276

Email: newclaims@kellyadjusters.co.uk

Alternatively you can ask County Insurance Services Limited, County House, Langford Lane, Kidlington, OX5

1LQ

Telephone: 01865 844980

E-mail: schemes@county-insurance.co.uk

to refer the matter on for you.

Please quote your claim reference and policy number in all correspondence so that your concerns may be dealt with speedily.

#### What happens next?

If County Insurance Services Limited or Kelly Adjusters Limited are not able to resolve your complaint satisfactorily by close of business the 3rd working day following receipt of your complaint, they will refer your complaint to the Head of Compliance at The SCOR Managing Agency Ltd., who will send you an acknowledgement letter. If you don't receive any acknowledgement letter, or at any time if you wish to do so, you may contact the Head of Compliance yourself by writing to:

The Scor Managing Agency Ltd. Level 6, 8 Bishopsgate London EC2N 4BQ

Telephone: 0203 817 5070

E-mail: SYND-Complaints@scor.com

We will investigate your complaint and will provide you with a written response within two weeks of your initial complaint. This will either be a Stage 1 response or a letter informing **you** that **we** need more time for **our** investigation.

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints Lloyd's Fidentia House, Walter Burke Way, Chatham Maritime Kent ME4 4RN

Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

If you remain unhappy

If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0300 123 9 123 or 0800 0234 567

Further information is available from them and you may refer a complaint to them online at www.financial-ombudsman.org.uk

#### Policy Definitions - Applicable to the whole of this insurance

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

#### ACCIDENTAL DAMAGE

Sudden, unexpected and unintended visible damage caused by a single and one-off event resulting from a sudden and external means.

#### **BODILY INJURY**

Bodily injury Accidental, physical injury, death or illness (including mental anguish or shock).

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

which you own or for which you are legally liable within the premises named in schedule

**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 (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts 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 Scor Managing Agency Ltd.

#### CREDIT CARDS

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

#### DOMESTIC STAFF

Any person who carries out paid domestic duties for you within your home and/or it's gardens, other than in connection with your business.

#### **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.

#### **HFAVF**

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**.

#### UNITED KINGDOM

The **'United Kingdom'** will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

#### UNOCCUPIED

The **property** is **unoccupied** when it has not been lived in for more than 30 consecutive days.

#### VERMIN

Badgers, foxes, squirrels, rodents and other wild animals and birds.

#### WE / US / OUR

Scor Managing Agency Ltd

#### 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

These are the conditions of the insurance you will need to meet to have the full protection of your policy. If you do not, a claim may be rejected, or a payment could be reduced. In some circumstances your policy may become invalid.

#### IMPORTANT PLEASE READ CAREFULLY

#### Your duties

- You must take steps to prevent loss, damage or accidents and keep the property in a good state of repair.
- 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 as soon as reasonably practicable notify 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

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 may in the event of a claim result in **your** claim not being paid in part or in full.

- You must comply with the following regulations/statutory conditions regarding the letting of the property
  - a. the number of persons legally allowed to reside at the property
  - b. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
  - having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the property.
  - holding (if applicable) an appropriate licence issued by the local authority (in which the property
    is located) for the property.
  - 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 may in the event of a claim result in **your** claim not being paid in part or in full.

# CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

These are the claims conditions that apply to the whole of this policy. You must comply with these conditions, If you do not meet these claims conditions a claim may be rejected, or a payment could be reduced. In some circumstances your policy might become invalid, and we may treat this insurance as having been terminated with effect from the date of the failure to comply.

#### Your duties

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

- 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.
- 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.
- 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.
- 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.

Contact details for all claims: Telephone: 01865 290922

Email: householdclaims@county-insurance.co.uk

#### 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 the Insured makes a fraudulent claim under this insurance contract, the Insurer:

Is not liable to pay the claim; and

May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and

May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause 1) c) above:

The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

The Insurer need not return any of the premiums paid.

# GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

The policy exclusions set out what is not covered under this policy and apply to the entire policy. Where additional exclusions apply to a specific section they are stated in that Section.

#### What is not insured by this policy;

 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:

lonising 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 or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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.

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 any:
  - (a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:
    - i. the use of or inability to use any application, software, or programme;
    - ii. any computer virus;
    - iii. any computer related hoax relating to i and/or ii above.
  - (b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored

#### **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) Micro-organism

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

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

This general exclusion applies regardless whether there is:

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

#### 7) Faulty Workmanship

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials.

#### 8) Infectious or Contagious Disease

We will not pay for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- 1. Infectious or contagious disease
- 2. Any fear or threat of 1. above, or
- 3. Any action taken to minimise or prevent the impact of 1. above.

Infectious or contagious disease means any disease capable or being transmitted from an infected person, animal or species to another person or species by any means.

#### 9) Sanctions Exclusion

**You** agree that any cover, the payment of any claim and any benefit provided under your Policy will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose us to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until we are no longer exposed to any sanction, prohibition or restriction.

10) We will not pay for loss or damage due to wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes gradual weathering, the effect of light, deterioration, depreciation or any other gradually occurring damage.

- 11) We will not pay for any reduction in value of the **property** insured following repair or replacement paid under this insurance.
- 12) 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.

# **SECTION ONE - BUILDINGS**

| WHAT IS COVERED This insurance covers the <b>buildings</b> for loss or damage directly caused by |  | WHAT IS NOT COVERED We will not pay |  |  |
|--|--|-------------------------------------|--|--|
| 1)   | Fire, lightning, explosion or earthquake   | a)<br><b>b)</b>                     | the <b>excess</b> shown in the <b>schedule</b> for loss or damage caused by smoke damage due to any gradually occurring damage   |  |
| 2)   | Aircraft and other flying devices or items dropped from them   | a)                                  | the <b>excess</b> shown in the <b>schedule</b>   |  |
| 3)   | Storm, flood or weight of snow   | a)<br>b)                            | for loss or damage caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> other than as covered under number 9 of Section One - <b>Buildings</b> for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis  |  |
|  |  | c)<br>d)                            | courts, drives, paths, patios, terraces, gates<br>and fences<br>the <b>excess</b> shown in the <b>schedule</b><br>for loss or damage while the <b>property</b> is<br><b>unoccupied</b>   |  |
| 4)   | Escape of water from fixed water tanks, apparatus or pipes   | a) b) c) d) e)                      | for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One - Buildings for loss or damage to domestic fixed fuel-oil tanks and swimming pools the excess shown in the schedule for loss or damage while the property is unoccupied for loss or damage caused by any person lawfully on the premises for loss or damage caused by the failure or lack of grout and/or sealant |  |
| 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 | a)<br>b)                            | the excess shown in the policy schedule for loss or damage while the <b>property</b> is <b>unoccupied</b>  |  |
| 6)   | Theft or attempted theft   | a) b) c) d)                         | for loss or damage unless caused by forcible and violent entry to or exit from the <b>property</b> the excess shown in the <b>schedule</b> for loss or damage while the <b>property</b> is <b>unoccupied</b> for loss or damage which <b>your</b> lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police  |  |
| 7)   | Collision by any vehicle or animal   | a)                                  | the <b>excess</b> shown in the <b>schedule</b>   |  |
| _  |  |                                     |  |  |

| 8)  | Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | a)<br>b)<br>c) | the excess shown in the schedule for loss or damage while the property is unoccupied for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police 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  | a) b) c) d) e) | 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 for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event for any loss or damage provided by this section of the policy where compensation is available from any contract, guarantee or law. the first £1,000 of every claim for loss or damage caused by coastal or river erosion for loss or damage whilst the <b>buildings</b> 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       | a)             | the excess shown in the schedule   |
| 11) | Falling trees, telegraph poles or lamp-posts  | a)<br>b)<br>c) | for loss or damage caused by trees being cut<br>down or cut back within the <b>premises</b><br>for loss or damage to gates and fences<br>the <b>excess</b> shown in the <b>schedule</b>  |

# **SECTION ONE – BUILDINGS CONTINUED**

| WHAT IS COVERED This insurance covers the buildings for loss or damage directly caused by |  | WHAT IS NOT COVERED We will not pay |  |  |
|---|--|-------------------------------------|--|--|
| 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  | a)<br>b)<br>c)                      | the excess shown in the schedule<br>for damage caused by chipping, denting or<br>scratching<br>for loss or damage while the property is<br>unoccupied  |  |
| В)  | 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  | a)<br>b)                            | the <b>excess</b> shown in the <b>schedule</b> for loss or damage to any part of the cables or service pipes within the <b>buildings</b>   |  |
| c)  | loss of rent contractually due to <b>you</b> which <b>you</b> are unable to recover for a reasonable period necessary to repair the <b>buildings</b> as a result of loss or damage which is covered under section one  We will only pay under this Section for the period your home cannot be lived in.                                  | a) b) c) d) e) f)                   | any amount over 20% of the sum insured for the buildings damaged or destroyed for loss of rent arising from the tenants leaving the property without giving you notice rent tenants have not paid for loss of rent to any property that was unoccupied immediately before the insured event giving rise to a claim for loss of rent or any other expenses you must pay to the letting agent for loss of rent arising from any part of the property that is used for anything other than domestic accommodation for loss to rent after the property is fit to be let out for loss of rent for more than 12 months |  |
| 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 | a)<br>b)<br>c)                      | any expenses for preparing a claim or an estimate of loss or damage any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed  |  |

| E) | increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under Section One <b>Buildings</b>   | a) | more than £2,500 in any <b>period of Insurance</b>   |
|----|---|----|--|
| F) | following loss or damage to the <b>buildings</b> which is covered under section one   | a) | if the <b>buildings</b> are insured under any other insurance  |
|    | anyone buying the <b>property</b> who will have<br>the benefit of section one until the sale is<br>completed or the insurance ends, whichever is<br>sooner  |    |  |
| 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 <b>period of</b> insurance   |
| H) | loss or damage to the <b>property</b> caused by forced access by medical services, to deal with a medical emergency or to prevent damage to the <b>property</b>   | a) | more than £5,000 in any <b>period of Insurance</b>   |
| I) | costs of locating the source of damage caused<br>by escape of water at the <b>property</b> , which gives<br>rise to an admitted claim under peril number 4<br>of Section One - <b>Buildings</b>   | a) | more than £5,000 in any <b>period of Insurance</b>   |
| 1) | 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 <b>period of insurance</b> . If <b>you</b> claim for such loss under Section One – <b>Buildings</b> and Section Two – <b>Contents, we</b> will not pay more than £5,000 in total |
| K) | Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the <b>buildings</b> , 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 <b>period of insurance</b>   |

# SECTION ONE - ACCIDENTAL DAMAGE TO THE BUILDINGS

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

|                      | For damage or any proportion of damage which we specifically exclude elsewhere under section one For the buildings moving, settling, shrinking,   |
|----------------------|---|
| c) d) e) f) g) h) i) | collapsing or cracking For damage while the <b>property</b> is being altered, repaired, cleaned, maintained or extended For damage to outbuildings and garages which are not of <b>standard construction</b> For the cost of general maintenance for damage caused by infestation, vermin, birds or domestic pets For damage from mechanical or electrical faults or breakdown For damage caused by dryness, dampness, extremes of temperature or exposure to light For damage to swimming pools, tennis courts, drives, paths, patios, terraces, walls, gates, fences, fuel tanks, piers, jetties, bridges, and culverts For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination The <b>excess</b> shown in the <b>schedule</b> For loss or damage which <b>your</b> lodgers or tenants have caused, chosen to overlook or not reported to the police For loss or damage while the <b>property</b> is |

## **Settling Claims**

Conditions that apply to Section One - Buildings only

#### HOW WE DEAL WITH YOUR CLAIM

- 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

- 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 rebuildings he 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.
- 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**

We will not pay more than the sum insured for each premises shown in the schedule, including any payments for loss of rent, alternative accomodation 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 |  | WHAT IS NOT COVERED We will not pay |  |  |
|--|--|-------------------------------------|--|--|
| 1)   | Fire, lightning, explosion or earthquake   | a)<br><b>b)</b>                     | the excess shown in the schedule<br>for loss or damage caused by smoke damage<br>due to any gradually occurring damage   |  |
| 2)   | Aircraft and other flying devices or items dropped from them   | a)                                  | the excess shown in the schedule   |  |
| 3)   | Storm, flood or weight of snow   | a)<br>b)                            | for <b>property</b> in the open<br>the <b>excess</b> shown in the <b>schedule</b>  |  |
| 4.   | Escape of water from fixed water tanks, apparatus or pipes   | a)<br>b)<br>c)<br>d)                | the excess shown in the schedule for loss or damage while the property is unoccupied for loss or damage caused by any person lawfully on the premises for loss or damage caused by the failure or lack of grout and/or sealant   |  |
| 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 | a)                                  | the <b>excess</b> shown in the <b>schedule</b>   |  |
| 6)   | Theft or attempted theft   | a) b) c) d) e) f)                   | unless the loss or damage is caused by a violent and forcible entry or exit by deception 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 for loss or damage caused by any person lawfully on the premises for loss or damage which your lodgers or tenants have cause, allowed, chosen to overlook or not reported to the police for loss or damage while the property is unoccupied the excess shown in the schedule |  |
| <del></del> 7)   | Collision by any vehicle or animal   | a)                                  | the excess shown in the schedule   |  |

| 8)  | Any person taking part in a riot, violent disorder, strike, labour disturbance, civil | a) | for loss or damage while the <b>property</b> is <b>unoccupied</b>  |
|-----|---|----|--|
|     | commotion or acting maliciously   | b) | for loss or damage caused unless loss or<br>damage involves violent and forcible entry or<br>exit by deception                                       |
|     |   | c) | for loss or damage which <b>your</b> lodgers or<br>tenants have caused, allowed, chosen to<br>overlook or not reported to the police                 |
|     |   | d) | for loss or damage caused by any person  |
|     |   | e) | lawfully on the <b>premises</b><br>the <b>excess</b> shown in the <b>schedule</b>  |
| 9)  | Subsidence or heave of the site upon which the buildings stand or landslip            | a) | for loss or damage following damage to solid<br>floors unless the walls of the private dwelling<br>are damaged at the same time by the same<br>event |
|     |   | b) | for any loss or damage provided by this section<br>of the policy where compensation is available<br>from any contract, guarantee or law              |
|     |   | c) | for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions                                      |
|     |   | d) | for loss or damage by coastal or river erosion   |
|     |   | e) | the <b>excess</b> shown in the <b>schedule</b>   |
| 10) | Falling trees, telegraph poles or lamp-posts  | a) | for loss or damage caused by trees being cut down or cut back within the <b>premises</b>   |
|     |   | b) | the <b>excess</b> shown in the <b>schedule</b>   |

# **SECTION TWO – CONTENTS CONTINUED**

| WHAT IS COVERED This section of the insurance also covers |  | WHAT IS NOT COVERED We will not pay |   |  |
|---|--|-------------------------------------|---|--|
| 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 | a)                                  | more than £2,500 in any one <b>period of insurance</b> . If <b>you</b> claim for such loss under Section One – <b>Buildings</b> and Section Two – <b>Contents, we</b> will not pay more than £5,000 in total. |  |
| В)  | <b>We</b> will pay for accidental loss of oil in <b>your</b> property's heating system or metered water  | a)<br>b)                            | more than £2,500 in any one <b>period of insurance</b> for loss or damage while the <b>property</b> is <b>unoccupied</b>  |  |

### **Settling Claims**

Conditions that apply to Section Two - Contents only

#### HOW WE DEAL WITH YOUR CLAIM

- 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 that 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

 We will not pay more than the sum insured for the Contents of 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 total 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

- as owner or occupier for any amounts you become legally liable to pay as damages for bodily injury
- 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
- for damage to **property** owned by or in the charge or control of
  - vou
  - any other permanent member of the property
- any person engaged in your service
   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
  - 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
- arising out of your ownership, occupation, possession or use of any land or building that is not within the premises
- 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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