



POLICY DOCUMENT

RESIDENTIAL PROPERTY OWNERS INSURANCE





RESIDENTIAL PROPERTY OWNERS INSURANCE POLICY

WELCOME!

THANK YOU FOR CHOOSING PEN UNDERWRITING TO PROVIDE YOUR HOME INSURANCE

This is YOUR Residential Property Owners Insurance Policy Wording, setting out YOUR insurance protection in detail. The Policy Wording must be read together with the Policy SCHEDULE and Statement of Facts as one document.

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

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

YOUR premium has been based upon the information shown in the Policy SCHEDULE and recorded in YOUR Statement of Facts. If after reading YOUR Policy Wording YOU have any questions, any details are incorrect or the Policy does not provide the cover YOU need then YOU must contact YOUR insurance advisor immediately.

YOUR insurance relates only to those sections of the Policy which are shown in the SCHEDULE as being included.

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

The INSURER that is providing YOUR Pen Underwriting Residential Property Owners Insurance Policy can be found in YOUR Policy SCHEDULE.

USEFUL TELEPHONE NUMBERS

This information can be found on YOUR Policy SCHEDULE.

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

HOW TO MAKE A CLAIM

If YOU need to make a claim, please contact US straightaway by calling the telephone number printed on YOUR Policy SCHEDULE and have YOUR Policy Number to hand when calling. YOUR Policy Number appears on the top left corner of YOUR Policy SCHEDULE and YOUR Statement of Facts.

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

Please note calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on network provider) and are usually included in inclusive minute plans from landlines and mobiles. For OUR joint protection telephone calls may be recorded and/or monitored.

YOUR POLICY WORDING

YOUR Policy Wording is made up of individual Sections. This wording should be read together with YOUR current Policy SCHEDULE AND STATEMENT OF FACT for precise details of YOUR insurance protection. WE have also included (under Important Information) details of YOUR right to cancel this Policy and also what to do if YOU have a complaint.

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IMPORTANT INFORMATION

THE CONTRACT OF INSURANCE

This Policy is a contract of insurance between YOU and the INSURER(S). The following elements form the contract between YOU and the INSURER(S), please read them and keep them safe:

- YOUR Policy Wording
- information contained on YOUR Statement of Facts documents issued by US
- YOUR SCHEDULE
- any changes to YOUR Residential Property Owners Insurance Policy contained in notices issued by US at renewal.

In return for YOU paying YOUR premium, WE will provide cover shown in YOUR SCHEDULE on the terms and conditions of this Policy Wording during the PERIOD OF INSURANCE.

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

INFORMATION AND CHANGES YOU MUST TELL US ABOUT

YOU must take reasonable care to provide complete and accurate answers to the question WE ask when YOU take out, make changes to, and renew YOUR Policy.

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

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

If YOU are in doubt, please contact YOUR insurance advisor.

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

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (1) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (2) where the breach was neither deliberate nor reckless, and but for the breach:
 - (a) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (b) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
 - (c) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (1) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- (2) where the breach was neither deliberate nor reckless, and but for the breach:
 - (a) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (b) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made.

and/or

- (c) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

IMPORTANT INFORMATION

CHOICE OF LAW

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

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

USE OF LANGUAGE

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

CUSTOMERS WITH DISABILITIES

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

YOUR RIGHT TO CANCEL

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

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

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

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

HOW MUCH COVER DO YOU NEED?

It is YOUR responsibility to make sure that the amount of insurance cover YOU buy represents the full value of YOUR property.

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

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

The maximum amount that WE will pay in the event of a claim is the SUM INSURED so it is very important that YOU insure YOUR property for the full amount of its value.

INDEX LINKING

The BUILDINGS SUM INSURED is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

The CONTENTS SUM INSURED is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For YOUR protection, if either index falls below zero WE will not reduce the SUM INSURED. No charge is made for index linking during the PERIOD OF INSURANCE but at renewal YOUR premium will be calculated on the adjusted SUM INSURED.

IMPORTANT INFORMATION

PROPERTY MAINTENANCE

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

HMO LICENSING

YOU must contact the Local Authority in relation to the HOME to establish whether it is classed as a HMO property.

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

GENERAL DATA PROTECTION REGULATION PRIVACY NOTICE

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

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

COMPLAINTS PROCEDURE

OUR PROMISE OF SERVICE

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

Alternatively if YOU need to complain please contact the Pen Underwriting Limited Complaints Officer quoting YOUR policy or claim number.

Pen Underwriting Limited Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

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

Upon receipt of the final response letter if YOU remain dissatisfied YOU may refer YOUR complaint to the Financial Ombudsman Service.

Whilst WE are bound by the decision of the Financial Ombudsman Service, YOU are not. Following the complaints procedure does not affect YOUR right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME

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

POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy they will have the meanings defined below. A defined word will be in capital letters (e.g. YOU).

ACCIDENTAL DAMAGE	Damage caused suddenly and unexpectedly by an outside force.
BODILY INJURY	BODILY INJURY includes death or disease.
BRITISH ISLES	The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.
BUILDINGS	(a) the HOME and its decorations; (b) FIXTURES AND FITTINGS attached to the HOME; (c) permanently installed hot tubs, swimming pools (but not swimming pool covers), professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks; that YOU own or for which YOU are legally responsible within the address named in the SCHEDULE.
CONTENTS AND FIXTURES & FITTINGS	CONTENTS are household goods, within the HOME, which are YOUR property or which YOU are legally responsible for. FIXTURES AND FITTINGS include fitted furniture, kitchen, bathroom and floor coverings within the HOME which YOU are legally responsible for. CONTENTS includes: <ul style="list-style-type: none"> • Radio and television aerials, satellite dishes, their fittings and masts which are attached to the HOME, • CONTENTS in the open or within outbuildings or garages at the HOME ARE COVERED UP TO A MAXIMUM OF £500 PER OCCURRENCE (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the BUILDINGS), • Carpets but not permanently fitted flooring.
DOMESTIC EMPLOYEE	A person who YOU employ to carry out domestic duties at the HOME and who is not employed by YOU in connection with any business, trade, profession or employment.
ENDORSEMENT	A change in the terms and conditions of this insurance as shown on YOUR SCHEDULE.
EXCESS	The amount YOU will have to pay towards each separate claim. The details of YOUR EXCESS will be shown on the SCHEDULE.
HEAVE	Upward movement of the ground beneath the BUILDINGS as a result of the soil expanding.
HOME	The property, the garages and any outbuildings used for domestic purposes at the address shown in the SCHEDULE.
LANDSLIP	Downward movement of sloping ground.
PERIOD OF INSURANCE	The length of time for which this Policy is in force, as shown in the SCHEDULE, and for which YOU have paid and WE have accepted a premium. Each renewal represents the start of a new PERIOD OF INSURANCE.
RESIDENT	YOU or YOUR family or tenant legally occupying any HOME as shown on the SCHEDULE.
SANITARY WARE	Washbasins, sinks, bidets, toilet pans and cisterns, shower trays, shower screens, baths and bath panels.
SCHEDULE	The SCHEDULE forms part of this Policy and contains details of the HOME, the SUMS INSURED, EXCESS, ENDORSEMENTS, the PERIOD OF INSURANCE, and the sections of this insurance which apply.

POLICY DEFINITIONS

SETTLEMENT	Downward movement of the land beneath the BUILDINGS as a result of compaction due to the weight of the BUILDINGS.
SUBSIDENCE	Downward movement of the land beneath the BUILDINGS that is not a result of SETTLEMENT.
SUM INSURED	The amount shown on the SCHEDULE as the most WE will pay for claims resulting from one incident unless otherwise stated in this Policy Wording or on the SCHEDULE.
UNOCCUPIED	The HOME is not occupied overnight by a RESIDENT for 30 consecutive days. Unoccupied definition also applies if the HOME is not occupied by a RESIDENT at the commencement of the PERIOD OF INSURANCE
WE / US / OUR / INSURER(S)	The INSURER(S) whose identity is stated in the SCHEDULE.
YOU / YOUR / THE POLICYHOLDER	The person or persons named in the SCHEDULE

SECTION 1: BUILDINGS

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

A COVER

WHAT IS COVERED	WHAT IS NOT COVERED
WE will pay for loss or damage to the BUILDINGS caused by any of the following:	WE will NOT pay for loss or damage:
1. fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios and terraces, hedges, gates and fences, septic tanks, solar panels. b) Damage caused solely by change in the water table level
4. escape or water from, or frost damage to, fixed water tanks, apparatus or pipes	a) to swimming pools, hot tubs b) while the HOME is UNOCCUPIED; c) caused by the failure or lack of grout and/or sealant. d) resulting from the failure of fish tanks
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually; b) to domestic fixed fuel-oil tanks; c) caused by faulty workmanship; d) while the HOME is UNOCCUPIED
6. theft or attempted theft	a) while the HOME is UNOCCUPIED; b) caused by YOU, or any RESIDENT occupying the HOME c) Caused by a DOMESTIC EMPLOYEE
7. collision by any vehicle or animal	
8. (i) riot, civil unrest, strikes and labour or political disturbances (ii) malicious acts	i) a) while the HOME is UNOCCUPIED. b) if the claim is not reported within 7 days of the incident date (ii) a. while the HOME is UNOCCUPIED; b. and malicious acts caused by YOU or any RESIDENT occupying the HOME

SECTION 1: BUILDINGS

WHAT IS COVERED	WHAT IS NOT COVERED
WE will pay for loss or damage to the BUILDINGS caused by any of the following:	WE will NOT pay for loss or damage:
<p>9. SUBSIDENCE, HEAVE or SETTLEMENT of the land that the BUILDINGS stand on, or LANDSLIP;</p>	<p>a) to domestic fixed fuel oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences; (However, WE will pay if WE accept a claim for SUBSIDENCE, HEAVE or LANDSLIP damage to the HOME.)</p> <p>b) to solid floors; (However, WE will pay if the load bearing walls of the HOME are damaged at the same time by the same event.)</p> <p>c) arising from faulty design, specification, workmanship or materials;</p> <p>d) which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law;</p> <p>e) caused by coastal erosion or riverbed erosion;</p> <p>f) whilst the BUILDINGS are undergoing any structural repairs, alterations or extensions;</p> <p>g) as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the BUILDINGS;</p> <p>h) if YOU knew when this Policy started that any part of the BUILDINGS had already been damaged by SUBSIDENCE, HEAVE or LANDSLIP; (However, WE will pay if YOU told US about this and WE accepted it.)</p> <p>i) caused by normal SETTLEMENT or shrinkage, or by recently placed infill materials moving up.</p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;</p>	
<p>11. falling trees, telegraph poles or lamp-posts;</p>	<p>a) caused by trees being cut down or cut back within the boundary of the HOME;</p> <p>b) to gates and fences. (However, WE will pay if the HOME is damaged at the same time by the same event.)</p>
<p>12. Unauthorised Occupation of the HOME Loss or damage due to the HOME being occupied by a person(s) who are not defined as a RESIDENT.</p>	<p>a) The maximum WE will pay for loss or damage to the HOME will be £10,000</p>

SECTION 1: BUILDINGS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>WE will pay for loss or damage to the BUILDINGS caused by any of the following:</p>	<p>WE will NOT pay for loss or damage:</p>
<p>13. Cultivation of drugs</p> <p>WE will pay YOU in respect of loss or damage arising from YOUR tenants use of the HOME for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).</p>	<ul style="list-style-type: none"> a) if YOU or YOUR managing agent have not carried out or can't provide evidence of tenant referencing b) if YOU or YOUR managing agent have not received credit references for YOUR Tenant showing a satisfactory score from a licenced Credit Referencing Agency c) if YOU or YOUR managing agent have not obtained and recorded details of YOUR Tenant's bank account and received at least one month's rent from that account d) if YOU have not carried out internal and external inspections of the Home as per point 3 - Section 3 - Policy Conditions e) If YOU can't provide a copy of YOUR inspection record f) The maximum WE will pay for loss or damage to the HOME will be £10,000 g) The maximum WE will pay for increased use of metered utilities will be £500 h) while the HOME is UNOCCUPIED

SECTION 1: BUILDINGS

B ADDITIONAL BENEFITS

WHAT IS COVERED	WHAT IS NOT COVERED
	WE will NOT pay for:
<p>1. UNDERGROUND SERVICES</p> <p>WE will pay for the cost of repairing accidental breakage to:</p> <p>(a) domestic oil pipes;</p> <p>(b) underground water-supply pipes;</p> <p>(c) underground sewers, drains and septic tanks;</p> <p>(d) underground gas pipes;</p> <p>(e) underground cables;</p> <p>which YOU are legally responsible for.</p>	<p>Loss or damage:</p> <p>a) due to wear and tear or anything that happens gradually;</p> <p>b) due to a fault or limit of design. Manufacture, construction or installation;</p>
<p>2. GLASS AND SANITARY WARE</p> <p>WE will pay for the cost of accidental breakage to:</p> <p>(a) fixed glass and double glazing (including the cost of replacing frames);</p> <p>(b) solar panels;</p> <p>(c) SANITARY WARE;</p> <p>(d) ceramic hobs;</p> <p>forming part of the BUILDINGS.</p>	<p>a) loss or damage:</p> <p>i. specifically excluded under this Section;</p> <p>ii. movement, settling, shrinking, collapsing or cracking of the BUILDINGS;</p> <p>iii. while the HOME is undergoing alteration, repair, cleaning, maintenance or extension;</p> <p>iv. caused by wear and tear, frost or anything that happens gradually;</p> <p>v. arising from faulty design, specification, workmanship or materials;</p> <p>vi. from mechanical or electrical faults or breakdown;</p> <p>vii. caused by dryness, dampness, extremes of temperature or exposure to light;</p> <p>viii. caused by, contributed to or arising from any kind of pollution and/or contamination;</p> <p>ix. while the BUILDINGS are UNOCCUPIED.</p> <p>b) general maintenance.</p>
<p>3. LOSS OF METERED WATER</p> <p>WE will pay for increased metered water charges YOU have to pay following an accidental escape of water discharged from a metered water system providing service to the HOME.</p> <p>The maximum that WE will pay is £25,000 in any one occurrence.</p>	<p>a) while the HOME is UNOCCUPIED.</p>
<p>4. UNAUTHORISED USE OF ELECTRICITY GAS OR WATER</p> <p>The costs of metered electricity, gas or water for which YOU are legally responsible arising from its unauthorised use by persons taking possession or occupying the HOME without YOUR consent</p>	<p>a) more than £10,000 any one claim</p> <p>b) where YOU have not inspected the property to stop the unauthorised use once YOU had been made aware of the unauthorised use.</p> <p>c) While the HOME is UNOCCUPIED.</p>
<p>5. TRACE AND ACCESS</p> <p>WE will pay for:</p> <p>(a) Costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating systems in the HOME;</p> <p>(b) any repairs directly arising from (a).</p> <p>The maximum that WE will pay if £25,000 in any one occurrence</p>	<p>a) while the HOME is UNOCCUPIED.</p>

SECTION 1: BUILDINGS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6. LOSS OF RENT AND ALTERNATIVE ACCOMMODATION If the HOME is damaged by any cause covered under Section 1 - Buildings and, as a result, cannot be lived in, WE will pay for:</p> <p>(a) loss of rent due to YOU which YOU are unable to recover; or (b) any costs of alternative accommodation for the RESIDENT and the RESIDENT'S pets; until the HOME is ready to be lived in.</p>	<p>WE will NOT pay for:</p> <p>a) any amount over 25% of the SUM INSURED for the BUILDINGS b) any loss of rent or alternative accommodation payable after the HOME is reinstated and ready for habitation c) any loss where the HOME is UNOCCUPIED unless at the time of the incident, there was a signed tenancy agreement to confirm future occupation d) We will not provide any cover for loss of rent if at the time of the incident YOU were not charging the RESIDENT rent.</p>
<p>7. DAMAGE CAUSED BY EMERGENCY SERVICES WE will pay for costs and expenses incurred following loss or damage caused by the emergency services in gaining access to the HOME in the course of their duty to safeguard life or property.</p>	<p>a) The maximum WE will pay for costs incurred in reinstating or repairing landscaped gardens and grounds is £25,000 for any one occurrence.</p>
<p>8. DAMAGE TO GARDENS WE will pay for trees, shrubs, plants and lawns following loss or damage insured under points 1 - 5 & 7 of Section 1 – Buildings.</p>	<p>Loss or damage:</p> <p>a) caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost; b) to trees, shrubs, plants and lawns dying naturally c) while the HOME is UNOCCUPIED.</p> <p>The maximum WE will pay is £5,000 in any one PERIOD OF INSURANCE. Single article limit of £500 per tree, shrub or plant</p>
<p>9. REPLACEMENT LOCKS WE will pay for the cost of replacing and fitting the locks or lock mechanism of external doors and windows of the HOME if the keys are lost or stolen anywhere in the world. The maximum WE will pay is £2,500 in any one occurrence.</p>	
<p>10. PROFESSIONAL FEES AND OTHER EXPENSES WE will pay for:</p> <p>(a) architects', surveyors' and consulting engineers' fees; (b) the cost of removing debris and demolishing or supporting the damaged parts of the BUILDINGS, which WE have agreed to pay; (c) costs YOU have to pay in order to comply with any Government or local authority requirements; incurred in reinstating or repairing the BUILDINGS following damage insured under this Section.</p>	<p>a) expenses incurred for preparing a claim or an estimate of loss or damage; b) any costs if Government or local authority requirements have been served on YOU before the loss or damage.</p>
<p>11. SELLING YOUR HOME If YOU enter into a contract to sell the Home insured by this Policy, and they are destroyed or damaged by perils 1-13 of section 1 - Buildings prior to the sale being completed, the buyers will be entitled to any benefit from this insurance for the damage once the sale has been completed. This will not apply if any other insurance has been arranged by or on behalf of the buyer.</p>	

SECTION 1: BUILDINGS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>12. PROPERTY OWNER'S LIABILITY</p> <p>WE will pay for all amounts YOU become legally liable for as owner of the BUILDINGS as a result of:</p> <p>(a) BODILY INJURY; (b) accidental loss of or damage to property;</p> <p>happening during the PERIOD OF INSURANCE and arising:</p> <p>i. from YOUR ownership of the BUILDINGS; ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any HOME YOU previously owned and occupied or leased and occupied.</p> <p>If the BUILDINGS Section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any HOME insured by this Section before the cover was cancelled or ceased.</p> <p>The maximum WE will pay in respect of any one occurrence is Specified on your SCHEDULE.</p> <p>WE will also pay all YOUR costs and expenses that WE have agreed to in writing.</p>	<p>WE will NOT pay for:</p> <p>YOUR legal liability:</p> <p>a) as occupier of the BUILDINGS; b) for accidental BODILY INJURY to any person YOU employ if the BODILY INJURY happens as a result of or in the course of their employment with YOU; c) for loss or damage to property which belongs to YOU or is in YOUR care; d) in connection with any motorised vehicle; e) under any agreement except to the extent that YOU would have been liable without that agreement; f) in connection with YOUR trade, business or profession; g) under (b) above where cover is provided by another policy of insurance.</p>
<p>13. DOMESTIC EMPLOYEE LIABILITY</p> <p>WE will pay YOU for amounts YOU become legally liable to pay, including costs and expenses which WE have agreed in writing, for BODILY INJURY by accident happening during the PERIOD OF INSURANCE to YOUR DOMESTIC EMPLOYEE(S) employed in connection with the HOME shown in THE SCHEDULE.</p>	<p>BODILY INJURY arising</p> <p>a) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment). b) WE will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which WE have agreed in writing.</p>

SECTION 1: BUILDINGS

C OPTIONAL EXTENSION

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

WHAT IS COVERED	WHAT IS NOT COVERED
	WE will NOT pay for:
<p>1. ACCIDENTAL DAMAGE TO THE BUILDINGS (This cover is optional and only applies if stated as INSURED in the SCHEDULE.)</p>	<p>a) loss or damage:</p> <ul style="list-style-type: none"> i. movement, settling, shrinking, collapsing or cracking of the BUILDINGS, ii. while the HOME is undergoing alteration, repair, cleaning, maintenance or extension; iii. caused by wear and tear, infestation, corrosion, damp, mould or frost or any other anything that happens gradually; iv. arising from faulty design, specification, workmanship or materials; v. from mechanical or electrical faults or breakdown; vi. caused by dryness, dampness, extremes of temperature or exposure to light; vii. to swimming pools, hot tubs, tennis courts, drives, patios and terraced, walls, gates and fences and fuel tanks; viii. caused by, contributed to or arising from any kind of pollution and/or contamination; ix. while the BUILDINGS are UNOCCUPIED x. caused by chewing, tearing, scratching or fouling by animals xi. caused by unauthorised occupation of the HOME <p>b) general maintenance.</p>

D EXCLUSIONS

Please note the following Exclusions apply to this entire Section.

WE will NOT pay for:

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

SECTION 1: BUILDINGS

E CLAIMS SETTLEMENT UNDER SECTION 1

1. LIMIT OF INSURANCE

WE will NOT pay more than the SUM INSURED shown in the SCHEDULE.

2. REPLACEMENT OR REPAIR

WE will pay the cost of repair or replacement up to the SUM INSURED. A deduction for wear, tear or betterment (where the BUILDINGS would be improved by the repair or replacement) if:

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

3. PAIRS, SETS AND SUITES

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

4. AUTOMATIC RE-STATEMENT OF SUMS INSURED

WE will NOT reduce the SUM INSURED under this Section after WE have paid a claim provided that YOU agree to carry out OUR recommendations to prevent further loss or damage.

5. SUM INSURED

If YOU are under-insured, which means the cost of replacing or repairing the BUILDINGS at the time of the 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 replacing or repairing the BUILDINGS, WE will only pay one half of the cost of repair or replacement.

SECTION 2: CONTENTS AND FIXTURES & FITTINGS

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

A COVER

WHAT IS COVERED	WHAT IS NOT COVERED
WE will pay for loss or damage to the CONTENTS AND FIXTURES & FITTINGS caused by any of the following:	WE will NOT pay for loss or damage:
1. fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually
2. aircraft and other flying devices or items dropped from them	
3. STORM, flood or weight of snow	a) The maximum WE will pay for CONTENTS in the open is £500 b) Damage caused solely by change in the water table level
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) while the HOME is UNOCCUPIED b) caused by the failure or lack of grout and/or sealant c) resulting from the failure of fish tanks
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually; b) caused by faulty workmanship; c) while the HOME is UNOCCUPIED.
6. theft or attempted theft	a) the maximum amount that WE will pay in respect of CONTENTS contained in a domestic outbuilding including a garage is £500. b) caused by YOU, or any RESIDENT occupying the HOME c) Caused by a DOMESTIC EMPLOYEE d) while the HOME is UNOCCUPIED
7. collision by any vehicle or animal	
8. (i) riot, civil unrest, strikes and labour or political disturbances (ii) malicious acts	(i) a) while the HOME is UNOCCUPIED; b) if claims are not notified within 7 days of the incident date. (ii) a. while the HOME is UNOCCUPIED; b. caused by any RESIDENT
9. SUBSIDENCE, HEAVE or SETTLEMENT of the land that the BUILDINGS stand on, or LANDSLIP;	a) to solid floors; (However, WE will pay if the load bearing walls of the HOME are damaged at the same time by the same event.) b) arising from faulty design, specification, workmanship or materials; c) which but for the existence of this insurance would be covered under any contract or guarantee or by law; d) whilst the BUILDINGS are undergoing any structural repairs, alterations or extensions; e) by coastal erosion or riverbed erosion f) as a result of the action of chemicals on or reaction of chemicals with any materials which form part of the BUILDINGS.
10. falling trees, telegraph poles or lamp-posts;	a) caused by trees being cut down or cut back within the boundary of the HOME.

SECTION 2: CONTENTS AND FIXTURES & FITTINGS

B ADDITIONAL BENEFITS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. LOSS OF RENT AND ALTERNATIVE ACCOMMODATION</p> <p>The maximum amount that WE will pay in respect of any one occurrence is 25% of the CONTENTS AND FIXTURES & FITTINGS SUM INSURED.</p> <p>If the HOME is damaged by any cause covered under Section 2 – Contents and Fixtures & Fittings and, as a result, cannot be live in, WE will pay for:</p> <p>(a) loss of rent due to YOU which YOU are unable to recover;</p> <p>(b) any costs of alternative accommodation for the RESIDENT and the RESIDENT'S pets; until the HOME is ready to be lived in.</p>	<p>WE will NOT pay for:</p> <p>a) any amount over 25% of the SUM INSURED for the CONTENTS AND FIXTURES & FITTINGS.</p> <p>b) any loss of rent or alternative accommodation payable after the HOME is reinstated and ready for habitation</p> <p>c) any loss where the HOME is UNOCCUPIED unless at the time of the incident, there was a signed tenancy agreement to confirm future occupation</p> <p>d) We will not provide any cover for loss of rent if at the time of the incident YOU were not charging the RESIDENT rent.</p>
<p>2. AUDIO EQUIPMENT AND MIRRORS</p> <p>WE will pay for the cost of accidental breakage to:</p> <p>(a) audio visual equipment;</p> <p>(b) mirrors and fixed glass</p> <p>situated within the HOME belonging to YOU.</p>	<p>a) while the HOME is UNOCCUPIED.</p> <p>b) damage to computers or computer equipment designed to be portable;</p> <p>c) damage to video cameras, tablets, mobile phones, pagers, computer software, memory sticks, disk drives, games, recording tapes, discs or records;</p> <p>d) loss or damage;</p> <p>i. caused by dyeing, cleaning, repair, renovation or whilst being worked upon;</p> <p>ii. caused by chewing, tearing, scratching or fouling by animals;</p> <p>iii. caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually;</p> <p>iv. arising out of faulty design, specification, workmanship or materials;</p> <p>v. from mechanical or electrical faults or breakdown;</p> <p>vi. arising from demolition, structural alteration or structural repair of the BUILDINGS;</p> <p>vii. caused by dryness, dampness, extremes of temperature or exposure to light;</p> <p>viii. contributed to or arising from any kind of pollution and/or contamination.</p>
<p>3. LOCKS AND KEYS</p> <p>WE will pay for the costs of changing locks to:</p> <p>(a) external doors of the HOME;</p> <p>(b) alarm systems or domestic safes in the HOME; following accidental loss or theft of keys.</p> <p>The maximum amount WE will pay in respect of any one occurrence is £2,500.</p>	

SECTION 2: CONTENTS AND FIXTURES & FITTINGS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4. LOSS OF METERED WATER AND LOSS OF OIL WE will pay for increased metered water charges YOU have to pay following an accidental escape of water discharged from a metered water system providing service to the HOME. and WE will pay for loss of oil following a claim for escape of oil. The maximum amount WE will pay is £25,000 in any one occurrence</p>	<p>WE will NOT pay for:</p> <p>a) loss or damage for metered water charges or oil, when the HOME is UNOCCUPIED or UNFINISHED</p>
<p>5. COMMON PARTS Loss or damage to YOUR CONTENTS in Common Parts of the HOME to which all RESIDENT'S have access following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 2 – CONTENTS AND FIXTURES & FITTINGS – Standard Cover. The maximum amount WE will pay is £2,500 in any one PERIOD OF INSURANCE.</p>	

SECTION 2: CONTENTS AND FIXTURES & FITTINGS

C OPTIONAL EXTENSION

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

WHAT IS COVERED	WHAT IS NOT COVERED
	WE will NOT pay for:
<p>1. ACCIDENTAL DAMAGE TO THE CONTENTS AND FIXTURES & FITTINGS (This cover is optional and only applies if stated as INSURED in the SCHEDULE.)</p>	<p>a) the EXCESS specified in the SCHEDULE; b) damage to CONTENTS AND FIXTURES & FITTINGS within garages and outbuildings; c) loss or damage; i. caused by dyeing, cleaning, repair, renovation or whilst being worked upon; ii. caused by chewing, tearing, scratching or fouling by animals; iii. caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually; iv. arising out of faulty design, specification, workmanship or materials; v. from mechanical or electrical faults or breakdown; vi. arising from demolition, structural alteration or structural repair of the HOME; vii. caused by dryness, dampness, extremes of temperature or exposure to light; viii. contributed to or arising from any kind of pollution and/or contamination; ix. while the HOME is UNOCCUPIED;</p>

D EXCLUSIONS

CONTENTS AND FIXTURES & FITTINGS does not include:

- Motor vehicles, caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the BUILDINGS,
- Any property held or used for business purposes,
- Any property insured under any other insurance,
- Property of tenants or their visitors,
- Clothing and Luggage,
- Sports, musical, camping and photographic equipment,
- Item of gold, silver or other precious metals
- Documents, deeds, stamps, credit cards or money

Please note the following Exclusions apply to this entire Section.

WE will NOT pay for:

- a) anything contained within the General Exclusions Section;
- b) the EXCESS specified in the SCHEDULE.

SECTION 2: CONTENTS AND FIXTURES & FITTINGS

E CLAIMS SETTLEMENT UNDER SECTION 2

1. LIMIT OF INSURANCE

WE will not pay more than the SUM INSURED shown in the SCHEDULE.

2. REPLACEMENT OR REPAIR

WE will pay the cost of repair or replacement up to the SUM INSURED. A deduction for wear, tear or betterment (where the CONTENTS AND FIXTURES & FITTINGS would be improved by the repair or replacement) if:

- (a) The CONTENTS AND FIXTURES & FITTINGS have not been maintained in good repair; or
- (b) at the time of any damage the SUM INSURED for CONTENTS AND FIXTURES & FITTINGS is less than the full replacement cost.

3. PAIRS, SETS AND SUITES

WE will not pay the cost of replacing any undamaged parts of the CONTENTS AND FIXTURES & FITTINGS which form part of a pair, set, suite or part of a common design or function.

4. AUTOMATIC RE-INSTatement OF SUMS INSURED

WE will not reduce the SUM INSURED under this Section after WE have paid a claim provided that YOU agree to carry out OUR recommendations to prevent further loss or damage.

5. SUM INSURED

If YOU are under-insured, which means the cost of replacing or repairing the CONTENTS AND FIXTURES & FITTINGS at the time of the loss or damage is more than YOUR SUM INSURED for the CONTENTS AND FIXTURES & FITTINGS, 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 AND FIXTURES & FITTINGS, WE will only pay one half of the cost of repair or replacement.

SECTION 3: POLICY CONDITIONS

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

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

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

1. INFORMATION WE NEED TO KNOW ABOUT

YOU must take care to provide complete and accurate answers to the questions WE ask when YOU take out, make changes to, and renew YOUR Policy.

If the information provided by YOU is not complete and accurate:

- WE may cancel YOUR Policy and refuse to pay any claim, or
- WE may not pay any claim in full, or
- WE may revise the premium and/or change any EXCESS, or
- the extent of the cover may be affected.

2. CLAIMS

YOUR DUTIES

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

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

TO HELP US SETTLE YOUR CLAIM

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

OUR RIGHTS

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

SUM INSURED LIMIT

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

3. INSPECTION OF THE HOME

YOU or a representative must inspect the HOME internally, including the loft area and externally at least once every 6 months whilst the HOME is tenanted.

In the event the HOME is unoccupied these inspections must be carried out every 14 days.

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

SECTION 3: POLICY CONDITIONS

4. FRAUD

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

5. OTHER INSURANCE POLICIES

If there is any other insurance covering the same claim, WE will only pay OUR share of the claim.

6. CANCELLATION

Following the expiry of YOUR Statutory 14 day right to cancel (also known as the "cooling-off period"), YOU continue to have the right to cancel YOUR Policy at any time during its term.

If YOU do cancel YOUR Policy after the "cooling-off period", YOU will be entitled to a refund of any premium YOU have paid, less a deduction for the time YOU have been on cover, subject to no claims being made or notified during the PERIOD OF INSURANCE.

If YOU wish to cancel YOUR Policy at any time, please contact YOUR insurance advisor.

WE may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- (1) claim(s) made under this Section for which We have made a payment or which are still under consideration
- (2) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance.

7. YOUR DUTY TO KEEP TO THE POLICY CONDITIONS

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

8. ARBITRATION

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

9. RENEWAL OF THE POLICY

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

YOU must tell YOUR insurance adviser:

- Of any changes to the information contained within the Statement of Facts
- If YOU do not wish to renew this policy

SECTION 3: POLICY CONDITIONS

10. YOUR DUTY TO PREVENT LOSS OR DAMAGE

- (a) YOU, and any other person this insurance applies to, must take all reasonable precautions to prevent accidents, loss or damage
- (b) All property insured by this Policy must be maintained in good condition.

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

11. RENOVATION OR REFURBISHMENT WORKS

If YOU intend to undertake any renovation or refurbishment work to the BUILDINGS YOU must inform YOUR insurance advisor at least 14 days prior to work commencing.

If YOU do not tell YOUR insurance advisor about the renovation or refurbishment work to the BUILDINGS it may affect YOUR right to claim.

YOU do not need to tell YOUR insurance advisor if the work is for redecoration only.

12. UNOCCUPANCY OF THE HOME

If the HOME is UNOCCUPIED, there is no cover prior to the commencement of the first tenancy, between lets, or where YOU or YOUR managing agents are aware that the HOME is not being lived in, unless the following conditions have been met.

- a) carry out internal and external inspections of the buildings at least every 14 days
- b) maintain a log of such inspections
- c) as soon as possible, repair or arrange to be repaired, any defects found
- d) The HOME is not going to be demolished
- e) The cost of refurbishment or renovation does not exceed £50,000 inc VAT
- f) Regardless of the cost of any work YOU must tell US before work commences if the planned work is structural i.e. re-roofing, knocking down or through a load bearing wall or extension to the existing buildings.
- g) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The HOME
- h) securely lock all external doors, close and secure all windows.
- i) There is no cover for loss or damage caused by a contractor or sub-contractor

13. HOLIDAY HOME

WE will not indemnify YOU in respect of damage arising from use of the HOME as a holiday home including short term holiday lets, unless YOU comply with the below conditions.

YOU must

Ensure that all protections provided for the security of the HOME

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

Arrange for the HOME to be internally inspected at least every 14 days with records kept of each visit.

Arrange for the removal of all waste including accumulation of mail from the HOME.

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

- The number of persons legally allowed to reside at the HOME
- Compliance with the furniture and furnishings (Fire Safety) Regulations 1988 (amended)
- Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the HOME

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

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

SECTION 3: POLICY CONDITIONS

14. TENANCY AGREEMENT

Whilst YOUR HOME is let it is understood that there must be a tenancy agreement in place.

A tenancy agreement may be any one of the following:

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

Failure to comply with this may result in YOUR policy being cancelled, YOUR claim rejected or not fully paid

15. OWNER OCCUPATION

If YOU are occupying the HOME specified in YOUR SCHEDULE it must be on a temporary basis and the HOME must not be used as your permanent residence.

Temporary shall mean 'lasting for only a limited period of time; not permanent'

Failure to comply with this may result in YOUR policy being cancelled, YOUR claim rejected or not fully paid

16. FLATS CLAUSE

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

SECTION 4: POLICY EXCLUSIONS

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

1. RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES

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

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

2. WAR EXCLUSION

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

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

3. DATE CHANGE

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

4. COMPUTER FAILURE

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

5. SONIC BANGS

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

6. REDUCTION IN VALUE

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

7. DECEPTION

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

8. CONFISCATION

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

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

9. POLLUTION AND CONTAMINATION

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

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

10. EXISTING DAMAGE

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

11. GRADUALLY OPERATING CAUSE

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

SECTION 4: POLICY EXCLUSIONS

12. DEFECTS AND FAULTS

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

13. TERRORISM

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

Terrorism means:

- the use or threat of force and/or violence and/or
- actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

14. OTHER ACTIONS

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

15. CONTRACTORS EXCLUSION

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

Pen
underwriting

