

# PROPERTY OWNERS PORTFOLIO - PLUS

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Policy Wording  
Mod. 2521



**OCASO**



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# Introduction

## About OCASO S.A., UK Branch

OCASO S.A., Seguros y Reaseguros, also referred to as OCASO S.A., UK Branch, was incorporated in Spain in 1920 and has been trading in the United Kingdom since 1973.

We are a member of the Association of British Insurers and registered at Companies House under company number FC009544.

We are authorised and regulated in Spain by the General Directorate of Insurance and Pensions (DGS). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime which allows EEA based firms to operate in the UK for a limited period while seeking full authorisation are available on the Financial Conduct Authority website.

OCASO S.A., UK Branch fully subscribes to both the Financial Services Compensation Scheme and the Financial Ombudsman Service under the FCA regulatory fees and levies. Our FCA reference number is 202286.

OCASO S.A., UK Branch is subject to United Kingdom legislation in every other respect.

## Personal Data Protection

In compliance with current regulations on personal data protection, we would like to inform you of the following basic aspects concerning privacy and data protection:

Data Controller	OCASO S.A. SEGUROS Y REASEGUROS (OCASO)
Purpose of processing data	To develop a contractual relationship
	Compliance with legal obligations.
	To manage and undertake the necessary activities for the prevention, detection and control of fraud, as well as for the prevention and/or detection of money laundering and/or financing of terrorism.
	To offer <b>you</b> a quote and for the administration of <b>your</b> policy, including renewal.
	Validation and assessment of risk.
Legitimate interest for processing data	Establish, implement and develop the contractual relationship between the data owner and OCASO.
	Compliance with legal obligations.
	The lawful basis for processing data by OCASO.
	Consent of the data owner.
Data Receivers	Government, regulatory or law enforcement agencies.
	Financial entities.
	Credit reference agencies.
	Claims suppliers entities
Rights of the data subject	<b>You</b> have the right to access, rectify and erase data, restrict its use, object to processing, and exercise <b>your</b> right to portability of personal data, all for free, as detailed in the complete information on data protection.
Complete information on data protection	<b>You</b> can consult the additional and detailed information on data protection at <a href="https://www.ocaso.co.uk/en/data-protection">https://www.ocaso.co.uk/en/data-protection</a>

## How to Use Your Policy

This policy forms a legal contract between **you** and **us** and will be interpreted in accordance with the law of England and Wales unless **you** live in Scotland in which case the law of Scotland will apply.

The contract has been based on the information **you** provided when **you** applied for this insurance and the policy wording, **schedule** and **endorsements** will be read together as one contract.

**Your schedule** and policy wording contains details of the extent of cover available to **you**, what is excluded from cover and the conditions on which the policy has been issued.

In return for **your** premium **we** will provide cover against loss, damage or **bodily injury** due to an **insured event** which has occurred during the **insurance period**. The cover **we** provide is in accordance with the sections specified in **your schedule** subject to any exclusions, conditions and **endorsements**.

**We** always want to provide **you** with the highest level of service, to help **us** achieve this it is important that **you** read the policy wording, **schedule** and any **endorsements** carefully to ensure that they have been issued in accordance with the cover **you** have selected. If **your** policy documentation is incorrect, or it does not meet **your** requirements, please contact **your** Insurance Broker as soon as possible, or alternatively, **you** can contact **us** directly.

## Keeping Us Informed

If there are any changes to the information **you** have provided to **us** it is important that **you** tell **us** as soon as possible as it could affect **your** cover. The types of changes **you** should inform **us** of are:

- If the information **you** provided on **your statement of fact** is incorrect or it is no longer accurate
- **You** have a new correspondence address
- If the **home** is neither **unoccupied**, let to **tenants**, used as a **holiday home** or the permanent residence of the **leaseholder**
- If any building works, renovation or refurbishment is being undertaken, or due to be undertaken, at the **home** as detailed under the 'Notice of Works' General Condition

Upon receiving this information **we** reserve the right to amend the terms and conditions of **your** policy which may result in any of the following actions:

- An adjustment to **your** premium
- An amendment to the **endorsements** applicable to **your** policy
- An alteration to the extent of cover provided to **you**
- **Us** refusing to pay a claim or not paying a claim in full
- The cancellation of **your** policy

If **you** are not sure whether **you** need to inform **us** of any particular change(s) please contact **your** Insurance Broker as soon as possible, or alternatively **you** can contact **us** directly.

## How to Cancel Your Policy

**You** can cancel **your** policy at any time by contacting **your** Insurance Broker or alternatively **you** can contact **us** directly.

If **you** have decided to cancel the policy within 14 days of the start of the **insurance period** or within 14 days of receiving **your** insurance documents (during the 'cooling off' period), whichever is the later, **you** may do so without giving reason.

Following the cancellation of **your** policy **you** will receive a refund of any premium **you** have paid to us less a proportionate deduction for the time **we** have provided cover, however if a claim has arisen during the **insurance period** a refund will not be provided.

In addition, if the premium is paid to **us** by direct debit instalments, any direct debit instalments still to be collected in respect of the same **insurance period** become payable to **us** and **we** reserve the right to collect these.

There may also be instances where **we** have to cancel **your** policy, please refer to the 'Cancellation' General Condition for further information.

## How to Make a Claim

If you are unfortunate enough to suffer loss or damage **you** should follow these steps:

- 1) Check that the loss or damage is covered by reviewing **your** policy wording and **schedule**
- 2) Refer to the 'Claims' conditions within the General Conditions section of **your** policy wording
- 3) Contact us as soon as possible after the **insured event** has occurred

**You** can arrange for emergency repairs up to £250 to be carried out on a without admission of liability basis to prevent further damage occurring, please keep these bills as these could form part of **your** claim if liability is admitted. **You** should not carry out any further repair(s) to the **buildings** or replace any **contents** or **personal possessions** without **our** prior approval.

Whenever **you** need to contact **us** regarding a claim **you** can do so in the following ways:

**1) You** can write to **us** at:

- Claims Department  
Ocaso S.A., UK Branch  
3rd Floor, 12 Appold Street  
London  
EC2A 2AW

- [claims@ocaso.co.uk](mailto:claims@ocaso.co.uk)

**2) You** can call **us** on:

- 020 3499 0183 (Monday to Friday 9am – 5pm)
- 0344 856 2032 (Outside of normal working hours)
- 0161 412 1547 (Outside of normal working hours for any emergency repairs to glass, windows, doors or garages)

## How to Make a Complaint

**We** endeavour to provide an excellent service at all times but **we** recognise that sometimes things can go wrong. If this happens **you** should contact **your** Insurance Broker in the first instance, although if this does not settle the matter, **you** can contact us directly in the following ways:

**1) You can write to us at:**

- Customer Complaints Team  
Ocaso S.A., UK Branch  
3rd Floor, 12 Appold Street  
London  
EC2A 2AW
- [customer.complaints@ocaso.co.uk](mailto:customer.complaints@ocaso.co.uk)

**2) You can call us on:**

- 02073776465

If **we** still cannot resolve **your** complaint with **us** **you** can refer the matter to the Financial Ombudsman Service, however this must be within 6 months of **you** receiving **our** final decision:

**You** can write to the Financial Ombudsman Service at:

- Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR
- [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**3) You can call the Financial Ombudsman Service on:**

- 0800 023 4567

If **you** make a complaint, it will not affect **your** right to take legal action against **us**.



# Definitions

Whenever **you** come across the following words in bold throughout **your** policy wording they have the same meaning as described below.

## **Accidental Damage / Accidental Breakage**

A single and sudden unexpected event resulting in physical damage that has not been caused deliberately.

## **Bodily Injury**

Death, bodily injury, illness or disease.

## **Building(s) / House / Home**

The private dwelling at the address stated on **your schedule** that you own, or are legally responsible for, and which is used solely for domestic purposes.

The definition of **buildings** also includes the following where they are within the boundaries of the land belonging to the private dwelling at the address stated on **your schedule**:

- Garages and outbuildings
- Permanent fixtures and fittings
- Swimming pools and hot tubs which are permanently fixed into the ground
- Tennis courts
- Decorative ponds, fountains and statues which are permanently fixed into the ground
- Paths, terraces, driveways and patios
- Garden walls, fences, railings and gates
- Cesspits and septic tanks
- Central heating systems and fixed domestic fuel tanks

The definition of **buildings** does not include:

- Bedsits or **buildings** which have cooking facilities in more than one area
- Any part of the **buildings** which are not used for domestic purposes
- A mobile home or park home
- Any part of the **buildings** which are situated on or form part of a working farm, holiday park or bed and breakfast
- **Buildings** which have any of its windows or doors boarded or bricked up
- **Buildings** which are due to be demolished
- Trees, shrubs and plants
- Carpets whether fitted or not
- Aerials and satellite dishes
- Marquees or gazebos including any of their accompanying parts and accessories

## **Contents**

The household goods, furniture and furnishings which are owned by **you**, or for which **you** are legally responsible and are kept within the confines of the **home**, including:

- Domestic appliances which are not permanently fixed
- Carpets, curtains and blinds
- **Contents in the open**
- Aerials and satellite dishes

The following will not be deemed to be **contents** for the purpose of this insurance:

- **Motorised vehicles**, trailers, caravans, boats and other vessels designed for use on water including any

- of their accompanying parts and accessories
- Aircraft, including but not limited to model aircraft, drones, gliders and any of their accompanying parts or accessories
- Horse boxes
- Any living creature
- Any item which is owned by or used in connection with any business, trade or profession
- Money, credit cards, debit cards, cheque guarantee cards, charge cards, store cards, bankers cards or cash dispenser cards
- Property belonging to **tenants, leaseholders, lodgers, paying guests** or visitors
- Valuables
- Any part of the **buildings**

### Contents in the Open

Articles which are usually left outside but within the confines of the **home**, including:

- Garden furniture
- Marquees or gazebos
- Children's play equipment
- Hot tubs which are not permanently fixed into the ground

### Domestic Employee

Any person which has been employed by **you** under a contract of service to carry out private domestic responsibilities at the **home**.

The definition of **domestic employee** does not include anyone who has been employed in connection with:

- Any renovation, refurbishment or demolition work
- **Your** business, trade or profession
- Providing medical, health or nursing care for **you, your** family or any other member of **your** household

### Endorsement

An alteration to the terms of this insurance contract.

### Excess

The amount **you** must pay towards each claim. If a claim resulting from the same incident is made under more than one section of the policy we will deduct the higher **excess**.

### Furnished for Normal Habitation

A property which has sufficient furniture and furnishings for normal living purposes including:

- Carpet or other floor covering
- Curtains
- Beds
- Tables and chairs
- Wardrobes
- Cooking facilities

### Flood

Water from a source which is external to the **buildings** and enters the **home**

- 1) At or below ground level, or above ground level as long as a part of the body of water is also at ground level; and
- 2) With a volume, weight or force which is substantial and abnormal

The following does not constitute a **flood**:

- a) Ground seepage or other percolation of water into the **home** such as rising damp; or

- b) Water which escapes from a water main, drain, sewer or any other source which is within the confines of the **buildings** unless the escape of water enters the **home** as a direct consequence of a flood falling within points 1) and 2) above.

### **Ground Heave**

The upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### **Holiday Home**

A secondary home which is not a **permanent residence** but is used for the purpose of holidays or for occupancy during weekdays or weekends only by:

- **You** or the **leaseholder**
- Short-term holiday lets to the friends and family of **You** or the **leaseholder**
- Short-term holiday lets to anyone else

### **Independent Contractor**

A person or business that provides **you** with goods or services in connection with any renovations, conversions, extensions, refurbishment and modernisation to the **buildings** under a written or verbal contract. The definition of an **independent contractor** does not include **domestic employees** or any person or business that is affiliated with **your** business, trade or profession.

### **Insured / You / Your**

The person(s) named as policyholder on the **schedule**.

### **Insured Event**

Those insurable events which are operative as stated in the **schedule** subject always to the terms, conditions and exclusions applying to the insurable event and the policy.

### **Insurance Period**

The period starting and ending on the dates shown on **your schedule**. It also includes any further period which **you** pay for and for which we accept **your** premium.

### **Landslip**

The sudden movement of soil on a slope or the gradual creep of a slope over time.

### **Leaseholder**

A person who holds the lease of a property and must uphold specific obligations as defined in the lease agreement and by law.

### **Lodgers**

A person who pays rent to the **leaseholder** to reside at the **home** with them.

### **Motorised Vehicle**

Any motorised vehicle which is licensed for use on road or which has to be insured under any laws governing how motor vehicles are used. This does not include pedestrian-controlled gardening equipment or pedestrian-controlled vehicles used within the confines of the **home**.

### **Outbuildings**

Sheds, garages, greenhouses and summer houses within the confines of the **home** but do not form part of the main structure of the **home** and are not designed to be lived in.

### **Paying Guests**

A person who permanently resides elsewhere but has paid to occupy a room at the **home** as a short-term homestay not exceeding 60 days.

## Rent

Unitary charges, grants, service charges, management charges and other income reasonably expected.

## Schedule

The **schedule** forms part of the contract between **you** and **us** and outlines:

- Who is insured
- The address of the property insured
- The **insurance period**
- Which sections of the policy wording apply
- What the sums insured and limits of liability are
- Any additional **endorsements** and/or conditions that apply

## Statement of Fact

The information **you** provided when **you** applied for this insurance. This includes information provided in writing, electronically or spoken by **you** or by anyone else on **your** behalf.

## Storm

A period of violent weather defined as:

- 1) Wind speeds with gusts of at least 48 Knots (55 MPH), or
- 2) Torrential rainfall at a rate of at least 25mm per hour, or
- 3) Snow to a depth of at least 30cm in 24 hours, or
- 4) Hail of such intensity that it causes damage to hard surfaces or breaks glass

## Students

A person who is enrolled at university or another place of higher education where the course lasts for at least one academic year and requires the person to receive tuition at least 24 weeks of the year.

## Subsidence

The downward movement of the bearing soil on which the buildings rests.

## Tenants

The person who lives in the **buildings** under an assured shorthold tenancy agreement directly with the property owner, or its equivalent in Scotland and Northern Ireland, including their spouse, domestic or civil partner and children (including adopted, step and foster children) who permanently reside with them.

## 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

Where the **home is unfurnished for normal habitation**, untenanted or where neither the **tenants, leaseholder** or any other occupant authorised by **you** or the **leaseholder** is present.

## Valuables

An article which has great worth such as:

- Articles made from or plated with gold and silver
- Precious metals and stones
- Jewellery and watches
- Furs
- Fine art and antiques
- Collections of stamps, coins, medals, bank notes or other collectible articles
- Pedal cycles

**We / Us / Our / Ocaso S.A., UK**

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# Section One - Buildings

This section only applies where Section One (Buildings) is shown as included on **your schedule**.

The cover **we** provide under Section One (Buildings) is subject to the conditions, exclusions and endorsements outlined in **your** policy wording and **schedule**.

## Insured Events - Section One (Buildings)

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

### 1. Fire, Lightning, Explosion or Earthquake

**This insurance does not cover:**

The amount of the **excess** shown on **your schedule**

### 2. Aircraft

**We** will cover loss or damage caused by aircraft and other aerial devices or articles dropped therefrom.

**This insurance does not cover:**

The amount of the **excess** shown on **your schedule**

### 3. Storm, Tempest or Flood

**This insurance does not cover:**

a) Loss or damage caused by:

- **Subsidence, landslip or heave**, other than as covered under **insured event 9**
- Fluctuations in the water table level
- Frost

b) Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, tennis courts, driveways, solar panels, patios and terraces, gates, railings and fences

c) the amount of **excess** shown on **your schedule**

### 4. Escape of Water

**We** will cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

*Exclusions for peril 4, Escape of Water, follow on page 15.*

*Exclusions for peril 4, Escape of Water:*

**This insurance does not cover:**

- a) Loss or damage caused by:
  - **Subsidence, landslip or heave**, other than as covered under **insured event 9**
  - Overflowing sinks or sanitary ware due to the taps being left on
  - Failure or absence of any grout or sealant
- b) Loss or damage to domestic fixed fuel oil tanks, swimming pools or hot tubs
- c) the amount of **excess** shown on **your schedule**

## 5. Escape of Oil

**We** will cover loss or damage caused by escape of oil from fixed domestic oil-fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation.

**This insurance does not cover:**

- a) Loss or damage caused by:
  - Gradual emission
  - Failure or absence of any grout or sealant
- b) Loss or damage whilst the **buildings** are insufficiently **furnished for normal habitation**
- c) The amount of the **excess** shown on **your schedule**

## 6. Theft or Attempted Theft

**This insurance does not cover:**

- a) Loss or damage caused by anyone who is lawfully in the **home**, including:
  - **You** or the **leaseholder**
  - **Domestic employees**
  - **Tenants**
  - **Lodgers** or **Paying Guests**
- b) Loss or damage unless it is consequent upon violent or forcible entry to and/or from the **buildings** whilst it is let, lent or sub-let
- c) Loss or damage to **buildings** used as a **holiday home** where the **buildings** are insufficiently **furnished for normal habitation**
- d) The amount of the **excess** shown on **your schedule**

## 7. Impact

**We** will cover loss or damage caused by the impact of **motorised vehicles** and animals.

### **This insurance does not cover:**

- a) Loss or damage caused by domestic pets
- b) Loss or damage to gates, railings and fences unless the main structure of the **home** is also affected at the same time by the same **insured event**
- c) The amount of the **excess** shown on **your schedule**

## 8. Malicious Damage

**We** will cover loss or damage caused by any person of malicious intent and by any person who is taking part in either:

- 1) Riot
- 2) Violent disorder
- 3) Strike or labour disorder or,
- 4) Civil commotion

### **This insurance does not cover:**

- a) Loss or damage caused by anyone who is lawfully in the **home**, including:
  - **You** or the **leaseholder**
  - **Tenants**
  - **Domestic employees**
  - **Lodgers** or **Paying Guests**
- b) Loss or damage unless it is consequent upon violent or forcible entry to the **buildings** whilst it is let, lent or sub-let
- c) Loss or damage to **buildings** used as a **holiday home** where the **buildings** are insufficiently **furnished for normal habitation**
- d) The amount of the **excess** shown on **your schedule**

## 9. Subsidence, Landslip or Heave

**We** will cover loss or damage to the **buildings** caused by the **subsidence, landslip** or **heave** of the site upon which the **buildings** stand.

*Exclusions for peril 9, Subsidence, Landslip and Heave, follow on page 17.*



*Exclusions for peril 9, Subsidence, Landslip and Heave:*

**This insurance does not cover:**

**a)** Loss or damage caused by:

- Coastal
- River erosion
- The settlement of new structures
- The action or reaction of any chemicals on the materials which form part of the **buildings**

**b)** Loss or damage to solid floors, domestic fixed fuel oil tanks, swimming pools, tennis courts, hot tubs, drives, patios and terraces, walls, gates, railings and fences unless the main structure of the **home** is also affected at the same time by the same **insured event**

**c)** Loss or damage for which compensation has been provided, or would have been provided but for the existence of this insurance, under any contract, legislation or guarantee

**d)** Loss or damage whilst the **buildings** are undergoing any structural repairs, alternations or extensions

**e)** The amount of the **excess** shown on **your schedule**

## 10. Falling

**We** will cover loss or damage caused by falling:

- 1) Trees
- 2) Telegraph poles or lampposts
- 3) Fixed radio and television aerials or,
- 4) Fixed satellite dishes, their fittings and masts

**This insurance does not cover:**

**a)** Loss or damage caused by lopping, topping and/or felling of trees

**b)** Loss or damage to gates, railings and fences

**c)** The cost of removing trees, telegraph poles and lamp posts, or any of their parts, unless they have given rise to a valid claim under this **insured event**

**d)** Loss or damage to radio and television aerials, fixed satellite dishes and their fittings and masts

**e)** The amount of the **excess** shown on **your schedule**

## 11. Loss or Damage Caused by Tenants

**We** will provide cover for loss or damage to the **buildings** due to any of the following events where such loss or damage has been caused by **tenants**:

- 1) Theft or attempted theft
- 2) Malicious damage
- 3) Illegal activities

**This insurance does not cover:**

- a) Loss or damage caused by:
  - Carelessness, lack of maintenance or poor housekeeping
  - **Students**
- b) Loss or damage which can be paid for by monies recoverable by **you** from the **tenants** deposit or advance rental payment
- c) Any amount in excess of £5,000 for any one occurrence
- d) The amount of the **excess** shown on **your schedule**

## Additional Benefits - Section One (Buildings)

Section One (Buildings) also provides additional cover for:

### 1. Contracting Purchasers interest

If **you** enter into a contract to sell the **home** and the **buildings** are destroyed or damaged before the sale is completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has completed.

**This insurance does not cover:**

- a) Loss or damage where the buyer, or someone on their behalf, has arranged an alternative insurance policy
- b) The amount of the **excess** shown on **your schedule**

### 2. Accidental Breakage

**We** will provide cover for the accidental breakage of fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs all forming part of the buildings.

**This insurance does not cover:**

- a) Loss or damage caused by:
  - Climatic or atmospheric conditions including heat distortion
  - Cleaning or the misuse of cleaning agents
- b) Loss or damage whilst the **home** is **unoccupied** and/or insufficiently **furnished for normal habitation**

- c) Loss or damage to property which is not in sound condition
- d) The amount of the **excess** shown on **your schedule**

### 3. Accidental Damage to Underground Services

**We** will cover the cost of repairing **accidental damage** to domestic oil pipes, water supply pipes, sewers, drains, gas pipes, electricity cables and telephone cables which **you** are legally responsible for.

#### **This insurance does not cover:**

- a) The cost of clearing blockages unless the blockage is a direct consequence of **accidental damage** to any of the underground services covered under this additional benefit
- b) The amount of the **excess** shown on **your schedule**

### 4. Short-term Accommodation

If the **buildings** cannot be lived in because of damage by any of the **insured events** under Section One (Buildings), or if the **buildings** cannot be lived in because of damage caused to a nearby property by any of the **insured events** under Section One (Buildings), **we** will pay for one or combination of the following:

- 1) The reasonable costs of similar short-term accommodation for the **leaseholder** and/or **tenants** who normally reside in the **buildings**, including the reasonable cost of kennels and/or catteries for dogs and/or cats belonging to the **leaseholder** and/or **tenants** who normally reside in the **buildings** where such pets are not permitted in any alternative accommodation.
- 2) The **rent** or maintenance charges **you** would have received but have lost including ground rent.
- 3) The reasonable costs for temporary storage of furniture.

#### **This insurance does not cover:**

- a) Any amount in excess of £25,000 or 20% of the sum insured on the **buildings**, whichever is the greater, but limited to £5,000 for accommodation in kennels and/or catteries for dogs and/or cats
- b) Any additional costs of alternative accommodation, kennels, catteries or storage of furniture
- c) Any costs of alternative accommodation, kennels, catteries or storage of furniture once the **buildings** become habitable again
- d) The reasonable costs of similar short-term accommodation, **rent** or maintenance charges or the reasonable costs for temporary storage of furniture as detailed in points 1), 2) and 3) above if the **home** is **unoccupied**

e) The reasonable costs of similar short-term accommodation as detailed in point 1) above wherever the **home** is used as a holiday **home**

f) Any costs **you** agree to pay without **our** written permission

## 5. Replacement Locks

**We** will cover the cost of replacing locks which are essential to the security of the **home** following either:

- 1) Theft of the keys
- 2) The keys being lost by **you**

**This insurance does not cover:**

- a) Any amount in excess of £1,000

## 6. Trace and Access

Following a valid claim under **insured event 4** (Escape of water from any fixed water tanks, apparatus or pipes) under Section One (Buildings) **we** will pay for:

- 1) The costs and expenses incurred to trace and access the source of the damage to the **buildings**
- 2) The costs and expenses incurred to repair any damage caused by any of the work undertaken in 1) above

**This insurance does not cover:**

- a) Any work which is undertaken without our prior consent
- b) The cost of repairing the source of the damage
- c) Loss or damage whilst the **buildings** are **unoccupied** and/or insufficiently **furnished for normal habitation**
- d) Any amount in excess of £5,000 for any one occurrence
- e) The amount of the **excess** shown on **your schedule**

## 7. Damage to Buildings Caused by Emergency Services or Persons Acting Under Their Control

**We** will pay for the costs and expenses incurred following loss or damage to the **buildings** caused by the forced access of the emergency services, or a person acting under their control, in order to deal with a medical emergency at the **home** or to prevent damage to the **buildings**.

*Exclusions for additional benefit 7, Damage to Building Caused by Emergency Services or Persons Acting Under their Control, follow on page 21.*

*Exclusions for additional benefit 7, Damage to Building Caused by Emergency Services or Persons Acting Under their Control:*

**This insurance does not cover:**

- a) Loss or damage caused by the Police in the course of a criminal investigation as a result of any unlawful activities at the **home**
- b) Any amount in excess of £1,000 for any one loss

## 8. Removal of Nests

**We** will pay for the costs and expenses reasonably and necessarily incurred with our consent in respect of removing bees, wasps and hornets nests from the **buildings**.

**This insurance does not cover:**

- a) Costs and expenses incurred whilst the **buildings** are **unoccupied** and/or **insufficiently furnished for normal habitation**
- b) Any amount in excess of £1,000 for any one loss

## 9. Capital Additions

Subject to the payment of any additional premium required, this insurance policy extends to cover:

- 1) Any alterations and/or improvements to the **buildings**
- 2) Any newly acquired single **building** or any newly acquired group of **buildings** at the same location

**This insurance does not cover:**

- a) Any loss or damage where **you** have not notified **us** of any capital additions under points 1) and/or 2) above within 60 days
- b) Any amount in excess of 10% of the current **buildings** sum insured on **your schedule**, or £1,000,000 whichever is the lesser, for any alterations and/or improvements to the **buildings**
- c) Any amount in excess of 10% of the current **buildings** sum insured on **your schedule**, or £1,000,000 whichever is the lesser for any newly acquired single **building** or group of **buildings** at the same location
- d) **Buildings** which are not in the **United Kingdom**
- e) Any appreciation in value
- f) **Buildings**, whether whole or in part, which have not been signed off by the appropriate authority for current building regulations (if required)

## 10. Murder and Suicide

If the **buildings** cannot be lived in as a result of any occurrence of **murder or suicide at the home we** will pay for one or combination of the following:

- 1) The reasonable costs of similar short-term accommodation for the **leaseholder** and/or **tenants** who normally reside in the **buildings**, including the reasonable cost of kennels and/or catteries for dogs and/or cats belonging to the **leaseholder** and/or **tenants** who normally reside in the **buildings** where such pets are not permitted in any alternative accommodation.
- 2) The rent or maintenance charges **you** would have received but have lost including ground rent.

### This insurance does not cover:

- a) Any amount in excess of £25,000 or 20% of the sum insured on the **buildings**, whichever is the greater, but limited to £5,000 for accommodation in kennels and/or catteries for dogs and/or cats
- b) Any additional costs of alternative accommodation, kennels, catteries or storage of furniture
- c) Any costs of alternative accommodation, kennels, catteries or storage of furniture once the **buildings** become habitable again
- d) The reasonable costs of similar short-term accommodation or the rent or maintenance charges as detailed in points 1) and 2) above if the **buildings** are **unoccupied**
- e) The reasonable costs of similar short-term accommodation as detailed in point 1) above wherever the **buildings** are used as a **holiday home**
- f) Any costs **you** agree to pay without our written permission

## Conditions Applicable to Section One (Buildings) Only

The following policy conditions are only applicable to Section One (Buildings):

### Basis of Claims Settlement

In the event of loss or damage to the **buildings we** will pay the full cost of repair at the time of such loss or damage provided that:

- 1) The **buildings** are maintained in a good state of repair and,
- 2) The **buildings** are insured for the full cost of reconstruction in their present form

If the **buildings** are not in a good state of repair we will make a deduction for wear and tear or gradual deterioration.

### Reinstatement

**We** will not reduce the **buildings** sum insured following the payment of a claim provided that **you** agree to carry out our recommendations to prevent further loss or damage.

### Pairs, Sets and Suites

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which form part

of a pair set or suite, part of a common design or function when damage is restricted to a clearly identifiable area or specific part.

#### **Limit of Liability**

**Our** liability in respect of all claims under Section One (Buildings) shall not exceed the **buildings** sum insured stated on **your schedule**.

#### **Underinsurance**

The **buildings** sum insured stated on **your schedule** should be adequate to cover the full cost of reconstructing the **buildings** in their present form.

If in the event of a claim **we** find that **your buildings** sum insured is not adequate to cover the full cost of reconstruction we may reduce **your** claims settlement by the percentage shortfall between the full cost of reinstatement and the **buildings** sum insured stated on **your schedule**.

#### **Index Linking**

**Your buildings** sum(s) insured will be updated monthly (and the new amounts notified to **you** annually with **your** renewal notice) to reflect rising costs in line with the Housing Rebuilding Cost Index.

# Accidental Damage Optional Extension

## Section One (Buildings)

This extension in cover only applies where **accidental damage** to Section One (Buildings) is shown as included on **your schedule** and is subject to the payment of an additional premium.

Our liability in respect of all claims under this extension in cover shall not exceed the **buildings** sum insured stated on **your schedule** and is subject to the conditions, exclusions and **endorsements** outlined in **your** policy wording and **schedule**.

### Accidental Damage to Buildings Extension

This extension covers the buildings against accidental damage by external and visible means.

#### This insurance does not cover:

**a) Loss, damage or destruction caused by:**

- Settlement, shrinkage, collapse or cracking
- Movement of land
- Loss, damage or destruction due to demolition, structural alteration or repair
- Vermin or infestation
- Corrosion
- Frost or a change in temperature or humidity including heat distortion
- Mechanical or electrical breakdown, derangement or misuse
- Chewing, scratching, tearing or fouling by domestic pets
- Inherent vice or latent defect
- Cleaning or the misuse of cleaning agents
- The failure or absence of sealant or grout
- Overflowing sinks or sanitary ware due to taps being left on
- **Lodgers**
- **Paying guests**
- **Domestic employees**

**b) Loss, damage or destruction whilst the **home** is:**

- **Unoccupied**
- Insufficiently **furnished for normal habitation**
- Used as a **holiday home**

**c) Loss, damage or destruction to swimming pools, tennis courts, drives, patios and terraces, walls, gates, railings and fences**

**d) Any amount recoverable from the **tenants** up to the total amount of the initial deposit (proof of the deposit paid by the **tenants** must be submitted in the event of a claim)**

**e) Any loss, damage or destruction which is insured by a policy issued to a **tenant****

**f) Consequential loss of any nature whatsoever**



**g)** The cost of maintenance

**h)** Any, loss, damage or destruction which is specifically excluded under Section One (Buildings)

**i)** Loss, damage or destruction to any part of the **buildings** on which work is being carried out and which occurs in the course of such work

**j)** The amount of the **excess** shown on **your schedule**

## Section Two - Contents

This section only applies where Section Two (Contents) is shown as included on **your schedule**.

The cover we provide under Section Two (Contents) is subject to the conditions, exclusions and endorsements outlined in your policy wording and **schedule**.

### Insured Events – Section Two (Contents)

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

#### 1. Fire, Lightning, Explosion & Earthquake

**This insurance does not cover:**

- a) The amount of the **excess** shown on **your schedule**

#### 2. Aircraft and Other Aerial Devices Dropped Therefrom

**This insurance does not cover:**

- a) The amount of the **excess** shown on **your schedule**

#### 3. Storm, Tempest or Flood

**This insurance does not cover:**

- a) Loss or damage caused by:
  - Fluctuations in the water table level
  - Frost
- b) The amount of the **excess** shown on **your schedule**

#### 4. Escape of Water

**We** will cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

**This insurance does not cover:**

- a) Loss or damage caused by:
  - Overflowing sinks or sanitary ware due to the taps being left on
  - Failure or absence of any grout or sealant

- Swimming pools and hot tubs

**b)** The amount of the **excess** shown on **your schedule**

## 5. Escape of Oil

**We** will cover loss or damage caused by escape of oil from fixed domestic oil-fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation.

### **This insurance does not cover:**

**a)** Loss or damage caused by:

- Gradual emission
- Failure or absence of any grout or sealant

**b)** The amount of the **excess** shown on **your schedule**

## 6. Theft or Attempted Theft

### **This insurance does not cover:**

**a)** Loss or damage caused by anyone who is lawfully in the **home**, including:

- **You** or the **Leaseholder**
- **Domestic employees**
- **Lodgers** or **paying guests**
- **Tenants**

**b)** Loss or damage unless it is consequent upon violent or forcible entry to and/or from the **buildings** whilst it is let, lent or sub-let

**c)** The amount of the **excess** shown on **your schedule**

## 7. Impact

**We** will cover loss or damage caused by the impact of **motorised vehicles** and animals.

### **This insurance does not cover:**

**a)** Loss or damage caused by domestic pets

**b)** The amount of the **excess** shown on **your schedule**

## 8. Malicious Damage

**We** will cover loss or damage caused by any person of malicious intent and by any person who is taking part in either a:

- 1) Riot
- 2) Violent disorder
- 3) Strike or labour disorder
- 4) Civil commotion

### This insurance does not cover:

- a) Loss or damage caused by anyone who is lawfully in the **home**, including:
  - **You** or the **leaseholder**
  - **Tenants**
  - **Domestic employees**
  - **Lodgers** or **Paying Guests**
- b) Loss or damage unless it is consequent upon violent or forcible entry to the **buildings** whilst it is let, lent or sub-let
- c) Loss or damage to **contents** whilst the **home** is insufficiently **furnished for normal habitation**.
- d) The amount of the **excess** shown on **your schedule**

## 9. Subsidence, Landslip or Heave

**We** will cover loss or damage to the **contents** caused by the **subsidence, landslip** or **heave** of the site upon which the **buildings** stand.

### This insurance does not cover:

- a) Loss or damage caused by:
  - Coastal erosion
  - River erosion
  - The settlement of new structures
  - The action or reaction of any chemicals on the materials which form part of the **buildings**
- b) Loss or damage following damage to solid floors unless the main structure of the **home** is also affected at the same time by the same **insured event**
- c) Loss or damage for which compensation has been provided, or would have been provided but for the existence of this insurance, under any contract, legislation or guarantee
- d) Loss or damage whilst the **buildings** are undergoing any structural repairs, alternations or extensions
- e) The amount of the **excess** shown on **your schedule**

## 10. Falling

**We** will cover loss or damage caused by falling:

- 1) Trees
- 2) Telegraph poles or lampposts

### **This insurance does not cover:**

- a) Loss or damage caused by lopping, topping and/or felling of trees
- b) The cost of removing trees, telegraph poles and lamp posts, or any of their parts, unless they have given rise to a valid claim under this **insured event**
- c) The amount of the **excess** shown in **your schedule**

## Additional Benefits – Section Two (Contents)

Section Two (Contents) also provides additional cover for:

### 1. Accidental Breakage

We will provide cover for the accidental breakage of mirrors, glass tops and fixed glass furniture, ceramic hobs and fixed glass sanitary fixtures forming part of the **buildings** for which **you** are legally responsible and not otherwise insured.

### **This insurance does not cover:**

- a) Loss or damage caused by:
  - Climatic or atmospheric conditions
  - Cleaning or the misuse of cleaning agents
- b) Loss or damage whilst:
  - The **buildings** are insufficiently **furnished for normal habitation**
  - The **home** is **unoccupied**
- c) Loss or damage to property which is not in sound condition
- d) The cost of repairing, removing or replacing frames
- e) The amount of the **excess** shown on **your schedule**

### 2. Contents Temporarily Removed

**We** will provide cover for loss or damage to **contents** caused by any of the **insured events** 1 to 10 under Section Two (Contents) whilst they have been temporarily removed from the **home** and are being kept in any:

- 1) Occupied private dwelling or building where **you** or any permanent member of **your** household is residing or employed
- 2) Trade building for the purpose of valuation, alteration, cleaning or processing
- 3) Furniture depository, bank or safe deposit

*Exclusions for section two, contents temporarily removed, follow on page 30.*

*Exclusions for section two, contents temporarily removed*

**This insurance does not cover:**

- a) Loss or damage to any **contents** outside of the **United Kingdom**
- b) Any amount in excess of 20% of the **contents** sum insured stated on **your schedule** when in a furniture depository

### 3. Tree Felling or Lopping

**We** will pay the reasonable costs and expenses necessarily incurred in felling, lopping and removing trees for which **you** are legally responsible and which is an immediate threat to the safety of life or property.

**This insurance does not cover:**

- a) Any legal or Local Authority costs involved in removing trees
- b) Any costs incurred solely to comply with a preservation or conservation order
- c) Any costs incurred in respect of routine maintenance
- d) Any amount in excess of £500 for any one occurrence
- e) Any amount in excess of £2,500 for any one insurance period

### 4. Damage to Contents Caused by Emergency Services or Persons Acting Under Their Control

**We** will pay for the costs and expenses incurred following loss or damage to the **contents** caused by the forced access of the emergency services, or a person acting under their control, in order to deal with a medical emergency at the **home** or to prevent damage to the **buildings**.

**This insurance does not cover:**

- a) Loss or damage caused by the Police in the course of a criminal investigation as a result of any unlawful activities at the **home**
- b) Any amount in excess of £1,000 for any one loss

### 5. Loss of Metered Water or Oil

**We** will pay for loss of metered water or loss of domestic oil from fixed oil tanks as a result of accidental damage to the fixed domestic water or heating installation at the **home**.

**This insurance does not cover:**

- a) Loss or damage caused by anyone who is lawfully in the **home**, including:

- **You** or the **Leaseholder**,
- **Domestic employees**
- **Lodgers** or **paying guests**
- **Tenants**

**b)** Loss or damage whilst the **home** is **unoccupied**

**c)** Any amount in excess of £1,000 for any one occurrence

**d)** The amount of the **excess** shown on **your schedule**

# Accidental Damage Optional Extension

## Section Two (Contents)

This extension in cover only applies where **accidental damage** to Section Two (Contents) is shown as included on **your schedule** and is subject to the payment of an additional premium.

Our liability in respect of all claims under this extension in cover shall not exceed the **contents** sum insured stated on your schedule and is subject to the conditions, exclusions and **endorsements** outlined in **your** policy wording and **schedule**.

### Accidental Damage to Contents Extension

This extension covers the **contents** against **accidental damage** by external and visible means

#### This insurance does not cover:

a) Loss, damage or destruction caused by:

- Settlement, shrinkage, collapse or cracking
- Movement of land
- Loss, damage or destruction due to demolition, structural alteration or repair
- Vermin or infestation
- Corrosion
- Frost or a change in temperature or humidity including heat distortion
- Mechanical or electrical breakdown, derangement or misuse
- Chewing, scratching, tearing or fouling by domestic pets
- Inherent vice or latent defect
- Cleaning or the misuse of cleaning agents
- The failure or absence of sealant or grout
- Overflowing sinks or sanitary ware due to taps being left on
- **Lodgers**
- **Paying guests**
- **Domestic employees**

b) Loss, damage or destruction whilst the **home** is:

- **Unoccupied**
- Insufficiently **furnished for normal habitation**
- Used as a **holiday home**

c) Any amount in excess of £1,000 in all, in respect of porcelain, china, glass and any other article of a brittle nature

d) Cash, currency, bank notes, negotiable documents, coins, stamps and credit cards

e) Contact, corneal or micro corneal lenses

f) Records, discs, tapes or computer software

g) Any amount recoverable from the **tenants** up to the total amount of the initial deposit (proof of the



deposit paid by the tenants must be submitted in the event of a claim)

h) Any loss, damage or destruction which is insured by a policy issued to a **tenant**

i) Consequential loss of any nature whatsoever

j) The cost of maintenance

k) Any, loss, damage or destruction which is specifically excluded under Section Two (Contents)

l) Loss, damage or destruction to **contents** where work is being carried out to any part of the **building** and such loss, damage or destruction occurs in the course of such work

m) The amount of the **excess** shown on your **schedule**

## Specific Sub-Limits Applicable to Section Two (Contents)

Whilst within the **home** or whilst temporarily removed **our** liability under Section Two (Contents), after the deduction of the excess shown on **your schedule**, shall not exceed the following during the insurance period:

- £2,500 in respect of contents within outbuildings
- £2,500 in respect of contents in the open

## Conditions Applicable to Section Two (Contents) Only

The following policy conditions are only applicable to Section One (Buildings):

### Basis of Claims Settlement

In the event of the total loss or destruction by any of the **insured events** of any article, the basis of settlement shall be the cost of replacing the article as new provided that the article is substantially the same as, but not better than, the original article when new.

The basis of claims settlement does not apply to household linen.

### Reinstatement

**We** will not reduce the **contents** sum insured following the payment of a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

### Pairs, Sets and Suites

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **contents** which form part of a pair set or suite, part of a common design or function when damage is restricted to a clearly identifiable area or specific part.

### Limit of Liability

**Our** liability in respect of all claims under Section Two (Contents) shall not exceed the **contents** sum insured stated on **your schedule**.

### **Underinsurance**

The **contents** sum insured stated on **your schedule** should be adequate to cover the full cost of replacing all of the **contents**.

If in the event of a claim **we** find that **your contents** sum insured is not adequate to cover the full cost of replacing the **contents** **we** may reduce your claims settlement by the percentage shortfall between the full cost of replacing the **contents** and the **contents** sum insured stated on **your schedule**.

### **Index Linking**

**We** will not index link your **contents** sum insured and **you** will need to notify **us**, or **your** Insurance Broker, if any amendments are required to the sums insured shown on **your schedule**.

## Section Three – Accidents to Domestic Staff

This section only applies where both Section Two (Contents) and Section Three (Accidents to Domestic Staff) is shown as included on **your schedule**.

The cover we provide under Section Three (Accidents to Domestic Staff) is subject to any conditions, exclusions and **endorsements** stated in **your** policy wording and **schedule**.

### Accidents to Domestic Staff

This section indemnifies the **insured** for legal liability, including costs and expenses incurred by the **insured** with the insurers written consent, whether under any statute or at common law for damages in respect of **bodily injury** by accident or disease happening during the **insurance period** anywhere in the world other than as excluded to any **domestic employee** of the **insured** employed in connection with the premises specified in the **schedule** of which the **contents** of the **buildings** are insured under (Section Two); in connection with any temporary residence; or in connection with any car (whether as chauffeur or otherwise which is used by the **insured** or any permanent member of the **insured's** household.

#### This insurance does not cover:

- a) Any injury sustained in connection with:
  - Any car in Canada or the United State of America
  - Any car elsewhere which is being used for racing, pace making or speed testing
- b) Any injury or illness caused directly or indirectly by the transmission of any communicable disease or condition
- c) Any injury in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in any one **insurance period**

### Conditions Applicable to Section Three (Accidents to Domestic Staff) Only

#### Limit of Liability

The limit of liability in respect of all claims under Section Three (Accidents to Domestic Staff) shall not exceed £2,000,000 for any one accident, or series of accidents, arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent in the defence of any such claim.

## Section Four – Legal Liability To The Public

This section only applies where Section Four (Legal Liability to the Public) is shown as included on **your schedule**.

The cover we provide under Section Four (Legal Liability to the Public) is subject to any conditions, exclusions and **endorsements** stated in **your** policy wording and **schedule**.

### Legal Liability to the Public

This section covers the **Insured's** legal liability as owner(s) only but not as occupier(s), as stated in item A and item B below:

**A)** Item A of this section indemnifies the **insured** for **bodily injury** by accident or disease or damage to property happening during the **insurance period** specified in the schedule for which legal liability may attach to the **insured** as owner of the **buildings** in respect of accidents happening at the premises specified in the **schedule**.

This section does not indemnify the **insured** or any member of the **insured's family** residing within the **insured's** household against any liability:

- a)** For **bodily injury**, accident or disease to the **insured**, to any person who at the time of sustaining such injury is engaged in the **insured's** service or to any member of the **insured's** family or household
- b)** For **bodily injury** arising directly or indirectly out of the transmission of any communicable diseases or condition by any person insured hereunder
- c)** For damage to property belonging to or in the care, custody or control of the **insured** or a member of the **insured's** family, household or a person engaged in their service
- d)** Arising out of or incidental to any profession, occupation, business or employment
- e)** Which has been assumed under contract and would not otherwise have attached
- f)** Arising out of the ownership, possession or operation of any **motorised vehicles** or horse drawn vehicle other than a domestic gardening implement operated within the premises specified in the **schedule** and pedestrian controlled gardening implements operated elsewhere.
- g)** Any power operated lift
- h)** Any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- i)** Any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- j)** Arising out of ownership, occupation, possession or use of any land or building not situated within the premises specified in the **schedule**

**k)** Arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon accident

**l)** In Canada or the United States of America after the total period of stay in either or both countries has exceed 30 days in any one **insurance period**

**m)** If the insured is entitled to indemnity under any other insurance including but not limited to any equine or travel insurance until such insurance(s) is exhausted

**B)** Item B of this section includes Legal Liability which may attach to the **insured** by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland Order 1975 in connection with the premises specified in the **schedule**.

**Item B of this section does not include liability:**

**a)** Where the **insured** is entitled to indemnity under any other insurance.

**b)** For the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as for **bodily injury** arising directly or indirectly out of the transmission of any communicable diseases or condition by any person insured hereunder.

## Conditions Applicable to Section Four (Legal Liability to the Public) Only

The following policy conditions are only applicable to Section Four (Legal Liability to the Public):

### Limit of Liability

The limit of liability in respect of all claims under Section Four (Legal Liability to the Public) shall not exceed £5,000,000 for any one accident, or series of accidents, arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent in the defence of any such claim.

# General Conditions

The general conditions detailed below are applicable to all sections of this policy wording unless specifically stated otherwise.

## Appointment of Arbitrators

The following will apply whenever there is an appointment of Arbitrators in the event of disagreement:

- 1) If the parties fail to come to an agreement over the amount of indemnity within a period of 40 days from receipt of a claim notification, each party will appoint an arbitrator, whose acceptance must be in writing.
- 2) If one of the parties fail to appoint an arbitrator, this party is obliged to do so within 8 days from the date on which the other party so demands. If nevertheless, this party fails to appoint an arbitrator in the said period, it is understood that this party accepts the decision rendered by the arbitrator appointed by the other party, and that such decision is binding.
- 3) In the case that the two arbitrators come to an agreement, their assessment will be reflected in a joint document in which are stated the causes of the loss or damage, the valuation of the damage, other circumstances affecting the determination of the indemnity and the proposal of the amount of the indemnity.
- 4) When no such agreement is reached between the arbitrators, both parties will appoint a third arbitrator of mutual choice or if they cannot agree on the third, this arbitrator will be appointed by a Court of Law. In this case, the arbitrators' decision will be rendered in the period agreed by the parties or, failing this, within a period of 30 days from the appointment of the third arbitrator.
- 5) The decision of the arbitrators, by unanimity or majority, will be notified to the parties in an immediate and indubitable way and will be binding on both parties unless legal action to declare the decision void is taken by either of the parties within a period of 30 days for the Insurer and 180 days for the Insured, from the date of notification. If this action is not initiated in the periods stipulated, the arbitrators' decision will be deemed irrefutable.
- 6) Each party will pay the fees of their arbitrator. The Insurer will be responsible for 50% (fifty percent) and the Insured for the remaining 50% (fifty percent) of the fees of the third arbitrator as well as the rest of the expenses, including those of clearing away debris and those of an expert arbitrator. However, if either of the parties has made adjustments necessary, through insisting on an evaluation of the damages that was obviously disproportionate, the responsibility for payment would fall upon that party alone.

## Claims

If in relation to any claim **you** have failed to fulfil any of the following conditions **you** will lose **your** right to indemnity or payment for that claim:

- 1) **You**, or **your** authorised representative, shall give **us** notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this insurance. Failure to notify **us** of a claim within 90 days of any occurrence will void the claim, however in respect of Section Four (Legal Liability to the Public) notifications must be within 30 days.
- 2) **You**, or your authorised representative, shall notify the Police within 24 hours of any loss or damage by theft, attempted theft, malicious damage or the disappearance of valuables.
- 3) **You** shall provide **us** with all proofs and information with respect to the claim as may reasonably be required.
- 4) **You** shall not negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 5) **You** shall send to **us** any communication from third parties in relation to any event which may result in

a claim under this insurance immediately upon receipt and unanswered.

6) **We** are entitled to take over and conduct in **your** name the defence of any claim and/or prosecute in **your** name, for **our** benefit, any claim for indemnity, damages or otherwise against any third party. **We** shall have full discretion in the conduct of negotiations, proceedings and the settlement of any claim and **you** shall give **us** any information and assistance as **we** may reasonably require.

### **Duty of the Insured**

It is a condition of this policy that **you** take all reasonable steps to prevent loss, damage or accident and maintain the **buildings** in a good state of repair.

### **Cancellation**

**You** can cancel the policy at any time by contacting **your** Insurance Broker.

If **you** have decided to cancel the policy within 14 days of the start of the **insurance period** or within 14 days of receiving **your** insurance documents (the 'cooling off' period), whichever is the later, you may do so without giving reason.

**We** may also cancel **your** policy if **we** have a valid reason or if there are serious grounds to do so such as:

- Non-payment of premium
- Non-cooperation or failure to supply any information or documentation when requested
- **We** establish that the information **you** have provided us with is incorrect or no longer accurate
- The use of threatening or abusive behaviour or language
- Failure to take reasonable care of the property insured

If **we** cancel the policy, or it is cancelled on **our** behalf, **we** will do so by giving you 30 days written notice at **your** last known address, except for instances where the premium is collected by Direct Debit instalments and there is a default in payment where **we** reserve the right to cancel the policy by giving **you** 14 days written notice.

Following the cancellation of the policy, whether requested by **you** or **us**, you will receive a refund of any premium **you** have paid to **us** less a proportionate deduction for the time **we** have provided cover.

A refund will not be provided where any claims are made during the **insurance period**. In the same circumstances, if the premium is paid to us by direct debit instalments, any direct debit instalments still to be collected in respect of the same **insurance period** become payable to **us**, and **we** reserve the right to collect these.

### **Fraud**

If any claim made by **you**, anyone acting on **your** behalf, or by any person who claims to be indemnified under this policy is fraudulent or exaggerated (whether ultimately material or not), made with a false declaration or statement or uses a fraudulent device in support of a claim **we** may at **our** discretion choose to:

- 1) Avoid the policy from the inception of this insurance and require the repayment of all claims paid under the policy to date
- 2) Cancel the policy from the date of the claim, or alleged claim, and repudiate the claim
- 3) Repudiate the claim

### **Change of Occupancy**

It is a condition of this policy that the **home** is either:

- 1) The **permanent residence** of the **leaseholder**
- 2) Let to **tenants**
- 3) A **holiday home**
- 4) **Unoccupied**

**You** have a duty to notify **us** whenever the occupancy of the **buildings** does not meet any of the points 1) to 4) above. Upon receipt of the notice, **we** reserve the right to amend and/or vary the terms and conditions of and/or rate applicable to this insurance or change the type of insurance, if required.

The **buildings** will not be deemed to be **unoccupied** at the inception of this insurance if the intention is to let the **home** to **tenants** or for the **home** to become the permanent residence of the **leaseholder** within 90 days of the inception date.

### Notice of Works

It is a condition of this policy that **you** shall notify **us** prior to the commencement of any works at the **home** which exceed £50,000. Upon receipt of this notice we reserve the right to amend and/or vary the terms and conditions of and/or rate applicable to this insurance or change the type of insurance, if required.

Where works are being undertaken at the **home** the following terms and conditions will apply for the duration of the works:

#### 1) Section One (Buildings) excludes:

- Additional Benefit 2 (Accidental Breakage)
- Additional Benefit 3 (Accidental Damage to Underground Services)
- Additional Benefit 6 (Trace and Access)
- Accidental Damage to Buildings (Optional Extension)

#### 2) Section Two (Contents) excludes:

- Additional Benefit 1 (Accidental Breakage)
- Additional Benefit 5 (Loss of Metered Water or Oil)
- Accidental Damage to Contents (Optional Extension)

#### 3) **You** must keep the **buildings** wind and weather proof

4) Where any works are being undertaken at the home which exceed £15,000, and are not being completed by an **independent contractor**, cover under Section One (Buildings) and Section Two (Contents) is restricted to loss or damage due to **insured event 1** (Fire, Lightning, Explosion or Earthquake) and **insured event 2** (Aircraft) only.

For the purpose of this Notice of Works condition, works shall mean renovations, conversions, extensions, refurbishment and modernisation to the **buildings** other than:

- Replacement carpets, vinyl, lino or laminate
- Internal painting and decorating
- Installing a kitchen and/or bathroom
- Plastering/skimming of the walls and ceilings
- Garden maintenance
- Window or door replacement

### Protections

It is a condition of this policy that whenever the **home is unoccupied** that all opening sections of the basement, ground floor or easily accessible windows to the **home** are secured by key-operated window locks and that all doors to the **buildings** are secured by either:

- 1) Five-lever mortise deadlocks, to British Standard 3621 on all outside doors
- 2) Built-in deadlocking cylinder locks and security bolts if the door is double-glazed
- 3) Mortise security bolts or other key-operated locks to British Standard 3621 fitted at the top and bottom of each portion of French windows or double sliding patio doors

The locks and security bolts must also be locked and secured overnight, or when no authorised person is in



the **buildings**, and all keys must be removed from the locks or bolts and hidden from view whenever the **home** is left unattended.

We will not provide any cover under Section Two (Contents) for loss or damage arising out of **insured event 6** (Theft or Attempted Theft), or **insured event 8** (Malicious Damage) unless the protections outlined above are put into full and effective operation whenever the **home** is left **unoccupied**.

# General Exclusions

The general exclusions detailed below are applicable to all sections of this policy wording unless specifically stated otherwise.

## Application of Heat

**We** shall not be liable in respect of loss or damage to property caused by or in connection with the use of electric oxyacetylene or other welding or heat cutting equipment, hot air guns, blow lamps or blow torches, tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat.

## Business, Trade or Profession

This insurance does not cover any loss, damage or liability caused by, happening through or in connection with any business, trade or profession. This insurance also does not cover any loss or damage to any item which is used either wholly or in part for business purposes.

## Confiscation or Detention

This insurance does not cover any loss, damage or liability caused by, happening through or in connection with the confiscation, seizure or detention of any **buildings** or **contents** by the Police, customs or any other Government official or as directed by a court order.

## Contractors

This insurance does not cover for any loss, damage or liability arising out of the activities of contractors.

## Date Changes

This insurance does not cover any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.

## Defective Materials and Faulty Workmanship

This insurance does not cover any loss, damage or liability, including any costs or expenses, arising from defective materials or faulty workmanship, specification or design.

## Deliberate Loss or Damage

This insurance does not cover any loss or damage caused or allowed to be caused deliberately, wilfully, maliciously, illegally or unlawfully by **you, your family**, other relative or anyone else lawfully in the **home** (except as covered by insured event 11 (Loss or Damage Caused by Tenants) under Section One (Buildings)).

## Demolition, Renovation and Refurbishment

This insurance does not cover any loss, damage or liability caused by or happening through any demolition, extension, renovation, refurbishment, or structural alteration to the **home**.

## Property Extensions

This insurance does not cover any loss, damage or liability to or caused by any extension(s) to the **home** or the erection of **outbuildings** until they have been fully completed and signed off by the appropriate authority for building regulations (if applicable).

## Existing Damage

**We** shall not be liable for any loss, damage or liability that occurs outside of the **insurance period**.

## Gradual Deterioration, General Maintenance and Wear and Tear

**We** shall not be liable for any loss or damage caused by or resulting from wear and tear, lack of maintenance or anything that happens gradually over a period of time.

## Illegal Activities

**We** shall not be liable for any loss, damage or liability arising from the **home** which is being used for or in

connection with any illegal activity (except as covered by insured event 11 (Loss or Damage Caused by Tenants) under Section One (Buildings)).

### **Loss of Value**

**We** shall not be liable for any loss or reduction in the value of the **contents** or the market value of the **home** from any cause.

### **Pairs, Sets and Suites**

**We** shall not be liable for the cost of replacing or repairing any undamaged part(s) of the **buildings** or **contents** which form part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

### **Other Insurance**

There shall be no liability under this insurance in respect of any claim where the **insured** is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been covered under such insurance had this insurance not been effected.

### **Radioactive Contamination**

This insurance does not cover:

1) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever (including consequential loss) resulting or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste
- The combustion of nuclear fuel
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

- Ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste
- The combustion of nuclear fuel
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### **Rot**

This Insurance does not cover any loss or damage arising from wet or dry rot.

### **Sonic Bangs**

This Insurance does not cover any loss, destruction or damage directly caused by pressure waves produced by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **War & Terrorism**

This Insurance does not cover any loss, damage or liability directly or indirectly caused by, happening through or in consequence of either:

- 1) War or invasion
- 2) Acts of foreign enemies
- 3) Terrorism in Northern Ireland
- 4) Hostilities (whether war be declared or not)
- 5) Civil war, rebellion, revolution or insurrection
- 6) Military or usurped power of confiscation, nationalisation or requisition
- 7) The order of any Government or public or local authority
- 8) Biological, chemical or nuclear substances

# General Endorsements

The following **endorsements** are applicable to all sections of this policy wording unless specifically stated otherwise.

## Lodgers and Paying Guests Clause

It is a condition of this policy that **you** shall notify **us** if at any time during the insurance period more than 6 **lodgers** and/or **paying guests** will be accommodated in the **home** and/or more than 2 **lodgers** and/or **paying guests** will be occupying a single room. Upon receipt of this notice we reserve the right to amend and/or vary the terms and conditions of and/or rate applicable to this insurance or change the type of insurance, if required.

Whenever the home is occupied by **lodgers** and/or **paying guests** this policy excludes:

- 1) Loss or damage to **buildings** and/or **contents** caused by **lodgers** and/or **paying guests** and,
- 2) Legal liability in respect of bodily injury, accident or disease arising directly or indirectly by and/or to:
  - **Lodgers** and/or **paying guests** and,
  - Personal belongings of and/or articles in the care, custody or control of **lodgers** and/or **paying guests**

## Mortgage Interest Clause

The interest of the mortgagee in the property insured by this policy is noted. **You** will be required to tell **us** of these in the event of a claim.

In addition any act or neglect by **you**, or the occupier of the **buildings**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that:

- 1) Such act or neglect is entirely without the authority or knowledge of the mortgagee; and
- 2) As soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to us and an additional premium required is paid.

## Tenanted Properties

The following policy conditions apply whenever the **buildings** are let to **tenants**.

- 1) **You** must comply with all regulations and/or statutory conditions regarding the letting of the **home** such as:
  - The number of persons legally allowed to reside within the **buildings**
  - Compliance with Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
  - Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed within the **buildings**
  - All gas appliances fitted within **home** must be serviced by an individual registered with the Gas Safety Register on an annual basis
  - A valid Landlords Gas Safety Record must be in place at all times whilst the **buildings** are let to **tenants** and records kept for a minimum of 2 years. We will request sight of these if you wish to report a claim.
- 2) The **buildings** shall be inspected internally at least once every 180 days by **you**, or **your** authorised representative and a record kept of each inspection.
- 3) **You** shall also take all reasonable steps to ensure that the **buildings** are maintained and not neglected.

**We** reserve the right to avoid this policy if you fail to comply with any of the above conditions.

## Terrorism Clause

Subject otherwise to the terms, definitions, exclusions, provisions and conditions of the policy this insurance includes loss or damage due to fire or explosion (if insured) caused by, happening through or in consequence of terrorism as defined below.

For the purposes of this endorsement Terrorism is defined as:

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by acts of Terrorism arising from biological, chemical or nuclear substances.

This policy excludes any act of Terrorism in Northern Ireland, and the territorial seas adjacent to England, Wales and Scotland (as defined by the Territorial Sea Act 1987) and the Channel Islands and the Isle of Man.

### **Unoccupancy Clause**

Whenever the **home** is **unoccupied** the **excess** shown on **your schedule** for any claim made under Section One (Buildings) and Section Two (Contents), if applicable, is increased by £150 except for any claim under insured event 9 (**Subsidence, Landslip or Heave**) where the amount of the excess shown on **your schedule** will apply.

If the buildings have been left untenanted for a period in excess of 7 days or otherwise **unoccupied** for more than 30 consecutive days the following terms and conditions will apply:

**1)** Cover for **insured event 4** (Escape of Water) under Section One (Buildings) and Section Two (Contents), if applicable, is excluded between 1st November to 31st March (both days inclusive) unless:

- I. The water and central heating system is switched off and drained; or
- II. The central heating system is kept in continuous operation at a minimum temperature of 15°C throughout the buildings

**2)** The **buildings** must be inspected, by **you**, or **your** authorised representative, at intervals of not more than 30 days, and written records kept of such inspections.

**3)** All waste, combustible materials and gas bottles, either within or outside the **buildings**, must be removed.

**4)** You shall also take all reasonable steps to ensure that the **buildings** are maintained and not neglected.

If the buildings have been left **unoccupied** for any continuous period in excess of 90 the following terms and conditions will apply:

**1)** Cover under Section One (Buildings) and Section Two (Contents), if applicable, is restricted to loss or damage due to **insured event 1** (Fire, Lightning, Explosion or Earthquake) and **insured event 2** (Aircraft and other aerial devices dropped therefrom) only.

**2)** The **buildings** must be inspected, by **you**, or **your** authorised representative, at intervals of not more than 30 days, and written records kept of such inspections.

**3)** All waste, combustible materials and gas bottles, either within or outside the **buildings**, must be removed.

**4)** You shall also take all reasonable steps to ensure that the **buildings** are maintained and not neglected.



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