



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 is provided by Pen Underwriting Limited acting as agent on behalf of a select panel of insurers. For details of Pen Underwriting Limited's Data Protection and Privacy Policies visit the Pen Underwriting website at www.penunderwriting.co.uk

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.

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.

CONTENTS

	PAGE
IMPORTANT INFORMATION	4
COMPLAINTS PROCEDURE	6
POLICY DEFINITIONS	7
SECTION 1: BUILDINGS	
- A) COVER	9
- B) ADDITIONAL BENEFITS	12
- C) OPTIONAL EXTENSION	15
- D) EXCLUSIONS	15
- E) CLAIMS SETTLEMENT UNDER SECTION 1	16
SECTION 2: CONTENTS AND FIXTURES & FITTINGS	
- A) COVER	17
- B) ADDITIONAL BENEFITS	19
- C) OPTIONAL EXTENSION	21
- D) EXCLUSIONS	21
- E) CLAIMS SETTLEMENT UNDER SECTION 2	22
SECTION 3: POLICY CONDITIONS	23
SECTION 4: POLICY EXCLUSIONS	25

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 are required to make a fair presentation of the risk to **Us**

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the Policy as void and are not required to return any paid premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

- **We** may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, **We** must return the premium paid.
- If **We** would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if **We** so require.
- If **We** would have entered into the Policy but would have charged a higher premium **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

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.

IMPORTANT INFORMATION (CONTINUED)

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**.

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 **Premises** to establish whether it is classed as a HMO property. If the **Premises** are 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.

Data Protection Act 1998

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties (including **Our** group companies). As a result **We** may transfer **Your** personal information to a destination outside the European Economic Area ("EEA"). **We** will take the necessary steps to ensure that **Your** information is treated securely and in accordance with this privacy policy

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
- help make decisions about the provision and administration of insurance, credit and credit related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies;
- check **Your** identity to prevent financial crime, unless **You** furnish **Us** with satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

On request, **We** can supply further details of the databases **We** access or contribute to.

If **We** transfer **Your** information to a service provider or agent in another country **We** will make sure that the service provider or agent agrees to apply the same level of protection as **We** are required to apply to information held in the United Kingdom and to use **Your** information only for the purpose of providing the service to **Us**.

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 Blythwood 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 start with a capital letter and will be printed in bold (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	<p>(a) the Home and its decorations;</p> <p>(b) Fixtures and Fittings attached to the Home;</p> <p>(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;</p> <p>that You own or for which You are legally responsible within the address named in the Schedule.</p>
Contents and Fixtures & Fittings	<p>Contents are household goods, within the Home, which are Your property or which You are legally responsible for.</p> <p>Fixtures and Fittings include fitted furniture, kitchen, bathroom and floor coverings within the Home which You are legally responsible for.</p> <p>Contents includes:</p> <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	<p>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.</p> <p>Each renewal represents the start of a new Period of Insurance.</p>
Resident	The owner 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 (CONTINUED)

Settlement	Downward movement of the land beneath the Buildings as a result of compaction due to the weight of the Buildings .
Storm	Strong winds of over 47mph which will sometimes be accompanied by rain, snow or hail. Heavy or persistent rain on its own is not a Storm unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time of the same proportion).
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	Not lived in or occupied overnight by the Resident for 30 consecutive days.
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.
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
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 (CONTINUED)

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>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.</p> <p>c) (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> <p>b) The maximum We will pay for increased use of metered utilities will be £500</p>

SECTION 1: BUILDINGS (CONTINUED)

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 have not carried out or can't provide evidence of tenant referencing b) if You have not carried out internal and external inspections of the Home as per point 3 - Section 3 - Policy Conditions c) If You can't provide a copy of Your inspection record d) The maximum We will pay for loss or damage to the Home will be £10,000 e) The maximum We will pay for increased use of metered utilities will be £500 f) while the Home is Unoccupied

SECTION 1: BUILDINGS (CONTINUED)

B ADDITIONAL BENEFITS

What is covered	What is not covered
<p>1. Underground Services</p> <p>We will pay for the cost of repairing accidental breakage to:</p> <ul style="list-style-type: none"> (a) domestic oil pipes; (b) underground water-supply pipes; (c) underground sewers, drains and septic tanks; (d) underground gas pipes; (e) underground cables; <p>which You are legally responsible for.</p>	<p>We will NOT pay for:</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> a) due to wear and tear or anything that happens gradually; b) due to a fault or limit of design. Manufacture, construction or installation;
<p>2. Glass and Sanitary Ware</p> <p>We will pay for the cost of accidental breakage to:</p> <ul style="list-style-type: none"> (a) fixed glass and double glazing (including the cost of replacing frames); (b) solar panels; (c) Sanitary Ware; (d) ceramic hobs; <p>forming part of the Buildings.</p>	<ul style="list-style-type: none"> a) loss or damage: <ul style="list-style-type: none"> i) specifically excluded under this Section; ii) movement, settling, shrinking, collapsing or cracking of the Buildings; iii) while the Home is undergoing alteration, repair, cleaning, maintenance or extension; iv) caused by wear and tear, frost or anything that happens gradually; v) arising from faulty design, specification, workmanship or materials; vi) from mechanical or electrical faults or breakdown; vii) caused by dryness, dampness, extremes of temperature or exposure to light; viii) caused by, contributed to or arising from any kind of pollution and/or contamination; ix) while the Buildings are Unoccupied. b) general maintenance.
<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>	<ul style="list-style-type: none"> a) while the Home is Unoccupied.
<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>	<ul style="list-style-type: none"> a) more than £10,000 any one claim b) where You have not inspected the property to stop the unauthorised use once You had be made aware of the unauthorised use. c) While the Home is Unoccupied

SECTION 1: BUILDINGS (CONTINUED)

What is covered	What is not covered
<p>5. Trace and Access</p> <p>We will pay for:</p> <ul style="list-style-type: none"> (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; (b) any repairs directly arising from (a). <p>The maximum that We will pay if £25,000 in any one occurrence</p>	<p>We will NOT pay for:</p> <ul style="list-style-type: none"> a) while the Home is Unoccupied.
<p>6. Loss of Rent and Alternative Accommodation</p> <p>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> <ul style="list-style-type: none"> (a) loss of rent due to You which You are unable to recover; (b) any costs of alternative accommodation for the Resident and the Resident's pets; <p>until the Home is ready to be lived in.</p>	<ul style="list-style-type: none"> 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
<p>7. Damage caused by Emergency Services</p> <p>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>8. Damage to Gardens</p> <p>We will pay for trees, shrubs, plants and lawns following loss or damage insured under points 1 - 5 of Section 1 – Buildings.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> 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 Buildings are Unoccupied. <p>The maximum We will pay is £5,000 in any one Period of Insurance.</p> <p>Single article limit of £500 per tree, shrub or plant</p>
<p>9. Replacement Locks</p> <p>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.</p> <p>The maximum We will pay is £2,500 in any one occurrence</p>	

SECTION 1: BUILDINGS (CONTINUED)

What is covered	What is not covered
<p>10. Professional Fees and Other Expenses</p> <p>We will pay for:</p> <ul style="list-style-type: none"> (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; <p>incurred in reinstating or repairing the Buildings following damage insured under this Section.</p>	<p>We will NOT pay for:</p> <ul style="list-style-type: none"> 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>11. Selling Your Home</p> <p>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.</p> <p>This will not apply if any other insurance has been arranged by or on behalf of the buyer.</p>	
<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> <ul style="list-style-type: none"> (a) Bodily Injury; (b) accidental loss of or damage to property; <p>happening during the Period of Insurance and arising:</p> <ul style="list-style-type: none"> 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>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 £2,000,000.</p> <p>We will also pay all Your costs and expenses that We have agreed to in writing.</p>	<p>Your legal liability:</p> <ul style="list-style-type: none"> 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>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> <ul style="list-style-type: none"> a) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment). b) We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which We have agreed in writing.

SECTION 1: BUILDINGS (CONTINUED)

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
<p>1. Accidental Damage to the Buildings (This cover is optional and only applies if stated as INSURED in the Schedule.)</p>	<p>We will NOT pay for:</p> <ul style="list-style-type: none"> a) loss or damage: <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 b) general maintenance.

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.
- (d) Illegal Activities

SECTION 1: BUILDINGS (CONTINUED)

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-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 **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 provide cover for loss of or damage to the Contents in the Home 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
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) while the Home Buildings 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 Buildings are Unoccupied ; b) if claims are not notified within 7 days of the incident date. (ii) a. while the Buildings are Unoccupied ; b. caused by any Resident

SECTION 2: CONTENTS AND FIXTURES & FITTINGS (CONTINUED)

What is covered	What is not covered
<p>We will pay for loss or damage to the Contents caused by any of the following:</p>	<p>We will NOT pay for loss or damage:</p>
<p>9. Subsidence, Heave or Settlement of the land that the Buildings stand on, or Landslip;</p>	<ul style="list-style-type: none"> 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.
<p>10. falling trees, telegraph poles or lamp-posts;</p>	<ul style="list-style-type: none"> a) caused by trees being cut down or cut back within the boundary of the Home.

SECTION 2: CONTENTS AND FIXTURES & FITTINGS (CONTINUED)

B ADDITIONAL BENEFITS

What is covered	What is not covered
<p>1. Alternative Accommodation & Loss of Rent</p> <p>The maximum amount that We will pay in respect of any one occurrence is 25% of the Contents Sum Insured.</p> <p>If the Home is damaged by any cause covered under Section 2 - Contents and, as a result, cannot be live in, We will pay for:</p> <ul style="list-style-type: none"> (a) loss of rent due to You which You are unable to recover; (b) any costs of alternative accommodation for the Resident and the Resident's pets; <p>until the Home is ready to be lived in.</p>	<p>We will NOT pay for:</p> <ul style="list-style-type: none"> a) any amount over 25% of the Sum Insured for the Buildings.
<p>2. Audio Equipment and Mirrors</p> <p>We will pay for the cost of accidental breakage to:</p> <ul style="list-style-type: none"> (a) audio visual equipment; (b) mirrors and fixed glass <p>situated within the Home belonging to You.</p>	<ul style="list-style-type: none"> a) while the Buildings are Unoccupied. b) damage to computers or computer equipment designed to be portable; c) damage to video cameras, tablets, mobile phones, pagers, computer software, memory sticks, disk drives, games, recording tapes, discs or records; d) loss or damage; <ul style="list-style-type: none"> 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 fault design, specification, workmanship or materials; v) from mechanical or electrical faults or breakdown; vi) arising from demolition, structural alteration or structural repair of the Buildings; 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.
<p>3. Locks and Keys</p> <p>We will pay for the costs of changing locks to:</p> <ul style="list-style-type: none"> (a) external doors of the Home; (b) alarm systems or domestic safes in the Home; following accidental loss or theft of keys. <p>The maximum amount We will pay in respect of any one occurrence is £2,500.</p>	

SECTION 2: CONTENTS AND FIXTURES & FITTINGS (CONTINUED)

What is covered	What is not covered
<p>4. Loss of Metered Water and Loss of Oil</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>and</p> <p>We will pay for loss of oil following a claim for escape of oil.</p> <p>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</p> <p>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.</p> <p>The maximum amount We will pay is £2,500 in any one Period of Insurance.</p>	

SECTION 2: CONTENTS AND FIXTURES & FITTINGS (CONTINUED)

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
<p>1. Accidental Damage to the Contents and Fixtures & Fittings</p> <p>(This cover is optional and only applies if stated as INSURED in the Schedule.)</p>	<p>We will NOT pay for:</p> <ul style="list-style-type: none"> a) the Excess specified in the Schedule; b) damage to Contents and Fixtures & Fittings within garages and outbuildings; c) loss or damage; <ul style="list-style-type: none"> 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 fault 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;

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
- Documents, deeds, stamps, credit cards or money
- 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 (CONTINUED)

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 Booklet)

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** shows 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 Booklet.

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 7 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 (CONTINUED)

4. Fraud

If **You** make a fraudulent claim under this Policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that the **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this Policy as terminated with effect from the date of **Your** 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 (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this Policy by sending **You** 14 days notice by recorded delivery to **Your** last known address. **You** may be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

We will only cancel for a valid reason, such as:

- Non-payment of premium;
- Suspected Fraud;
- There is a change in risk occurring which **We** are unable to insure;
- **We** establish that **You** have provided **Us** with incorrect information;
- **You** breach any terms and conditions of **Your** policy.

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(s) of fact
- If **You** do not wish to renew this policy

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.

SECTION 4: POLICY EXCLUSIONS

(The following Policy Conditions 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 (CONTINUED)

12. Illegal activities

Any loss or damage resulting directly or indirectly from the **Home** being used for any illegal activity (including the use or growing or manufacture of drugs) unless **You** can provide **Us** with acceptable evidence that **You** or **Your** managing agent have:

- (a) received credit references for **Your Tenant** showing a satisfactory score from a licenced Credit Referencing Agency, and
- (b) obtained and recorded details of **Your Tenant's** bank account and received at least one month's rent from that account.

13. Defects and faults

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

14. 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 is defined as any act or acts including, but not limited to:

- (a) the use or threat of force and/or violence;
- (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, 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.

This paragraph 9 on Terrorism applies only in respect of the **Buildings**, optional **Accidental Damage** cover to **Buildings**, **Contents**, optional **Accidental Damage** cover to **Contents** and **Personal Possessions** Sections of this Policy.

15. 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.



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underwriting