

# UNOCCUPIED HOME INSURANCE POLICY

## General Conditions

Mod. 2394-B



**OCASO**

## **GENERAL CONDITIONS**

Authorised in Spain by the General Directorate of Insurance and Pensions and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of Our regulation by the Financial Conduct Authority are available from Us on request.



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**Ocaso General Conditions**

We will provide insurance against loss, damage or injury which may occur during the Period of Insurance in accordance with the Sections specified in the Schedule subject to the exclusions, conditions and endorsements of the General Conditions.

We have discretion following a claim to make payment in money or effect any necessary repair, replacement or reinstatement.

The General Conditions, the Schedule and any Endorsements shall be read together as one contract.

Please read the General Conditions, the Schedule and any Endorsements to ensure that they have been prepared in accordance with the cover You have selected. If they are not correct, or do not meet Your wishes, please return them immediately to Your Broker or Agent or alternatively You can contact Us.

**How to make a claim**

If You suffer loss or damage and have to make a claim please refer to the General Conditions of this policy, or alternatively contact Us, at: 3rd Floor, 12 Appold St., London EC2A 2AW, Tel. No. (020) 7377 64 65. If You are in any doubt or require assistance contact Your Broker or Agent immediately.

Under no circumstances should repairs to the Buildings or replacement of Contents be carried out, without Our prior approval.

## DEFINITIONS ●

The following words or expressions carry the meaning shown below wherever they appear in the policy.

**Insured/You/Your**

The person(s) named as Insured in the Schedule, their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

**We/Our/Us/Insurer**

OCASO S.A., Seguros y Reaseguros, a member of the Association of British Insurers. We are incorporated in Spain and authorised in Spain by the General Directorate of Insurance and Pensions and are subject to limited regulation by the Financial Conduct Authority.

Details about the extent of Our regulation by the Financial Conduct Authority are available from Us on request.

**Buildings/House/Home**

The private dwelling including garages and outbuildings all used solely for domestic purposes, permanent fixtures and fittings, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences and gates, all within the boundaries of the land belonging to the private dwelling at the address stated in the Schedule.

**Contents**

Household goods, furniture and furnishings belonging to the Insured. The following will not be deemed to be Contents for the purposes of this Insurance:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercrafts and accessories attached thereto.
- b) Animals.
- c) Any part of the Buildings.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Any item which is used either wholly or in part for business purposes.
- f) Property in the open within the confines of the Premises.
- g) Valuables, jewellery, gold, silver, works of art and paintings and personal effects.

#### **Furnished For Normal Habitation**

A property Furnished For Normal Habitation must have sufficient furniture and furnishings for normal living purposes including carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.

#### **Unoccupied Home**

A dwelling not lived in by You or by a person authorised by You.

#### **Standard Construction**

A Building constructed of brick, stone or concrete and the external surface of the roof constructed by slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

#### **Condition Precedent**

A condition which must be complied with before We are liable for a claim/to make any payment under this policy.

#### **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.



### **LAW APPLICABLE TO THE POLICY**

This policy 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.



### **INDEX LINKING**

#### **Buildings**

The Sum Insured stated in the Schedule will be adjusted monthly in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

At each renewal the premium will be calculated on the adjusted Sum Insured.

In the event of a claim the Sum Insured will continue to be adjusted during the period necessary to repair the Buildings provided repairs are carried out as soon as reasonably possible.

#### **Note:**

All adjustments referred to in this definition will be upwards only. The Sums Insured will not be reduced unless You advise Us to do so in writing.

**SECTION ONE**  
**BUILDINGS**

**BUILDINGS INSURED**

This Section covers the Buildings of Standard Construction, of the Unoccupied Home situated within the Premises specified in the Schedule.

Also covered are:

**a)**

The interior decorations and fixtures and fittings within the Buildings (excluding carpets) and,

**b)**

The domestic outbuildings and garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by the Insured or for which the Insured is legally responsible **and within** the Premises specified in the Schedule.

**PERILS COVERED**

This Insurance covers Buildings for loss or damage directly caused by:

**1.**

FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.

**2.**

AIRCRAFT and other aerial devices or articles dropped therefrom.

**3.**

STORM, TEMPEST or FLOOD.

**EXCLUSIONS**

This Insurance does NOT cover:

The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.

**b)**

Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.

**c)**

The amount of the Excess shown in the Schedule.

**4.**

ESCAPE OF WATER from and FROST DAMAGE to fixed water tanks, apparatus or pipes.

**5.**

ESCAPE OF OIL from a fixed domestic oil-fired heating installation and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.

**6.**

THEFT or attempted theft.

**7.**

IMPACT by any vehicle or animal.

**8.**

ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

**9.**

SUBSIDENCE, LANDSLIP or HEAVE of the site upon which the Buildings stand.

**a)**

Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.

**b)**

Loss or damage to domestic fixed fuel oil tanks and swimming pools.

**c)**

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage caused by gradual emission.

**b)**

Loss or damage caused by faulty workmanship.

**c)**

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.

**b)**

The amount of the Excess shown in the Schedule.

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.

**b)**

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences UNLESS the main Building is also affected at the same time by the same peril.

**b)**

Loss or damage for which compensation has been provided, or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.



**10.**

FALLING of fixed radio and television aerials, fixed satellite dishes, their fittings and masts.

**11.**

FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS.

**c)**

Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

**d)**

Loss or damage due to coastal erosion.

**e)**

The amount of the Excess shown in the Schedule.

**f)**

Loss or damage arising from defective materials, faulty workmanship, specification or design.

**g)**

Loss or damage to solid floors unless the walls are damaged at the same time by the same peril.

**a)**

Loss or damage to radio and television aerials, fixed satellite dishes, their fittings and masts.

**b)**

The amount of the Excess shown in the Schedule.

**a)**

Loss or damage caused through lopping, topping and/or felling.

**b)**

Loss or damage to gates and fences.

**c)**

The cost of removing fallen trees, telegraph poles, or lamp-posts or parts thereof except where they have given rise to a valid claim under this insurance.

**d)**

The amount of the Excess shown in the Schedule.

This Section provides **additional** cover for:

**A)**

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.

**B)**

THE COST OF REPAIRING accidental damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which the Insured is legally responsible.

**C)**

EXPENSES INCURRED following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings.

This **additional** cover does NOT include:

**a)**

Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.

**b)**

Breakage of property not in sound condition.

**c)**

Loss or damage due to cleaning, including the misuse of cleaning agents.

**d)**

The amount of the Excess shown in the Schedule.

**e)**

Damage arising out of climatic or atmospheric conditions.

The amount of the Excess shown in the Schedule.

**a)**

Any expenses incurred in the preparation and/or pursuance of a claim or an estimate of loss.

**b)**

Any expense when notice of Government or Local Authority requirements has been served prior to the time of loss.

**c)**

Consequential loss of any nature whatsoever.

- **CONDITIONS APPLICABLE TO SECTION ONE (BUILDINGS) ONLY**

**Basis of Claims Settlement**

In the event of loss or damage to the Buildings, the Insurer will pay the FULL COST OF REPAIR at the time of such loss or damage, PROVIDED THAT the Buildings are maintained in a good state of repair, that they are insured for the FULL COST OF RECONSTRUCTION in their present form; and that reinstatement shall have been effected. If the Buildings are not in a good state of repair the Insurer will make a deduction for wear and tear or gradual deterioration.

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

**Reinstatement**

The Sum Insured under this Section shall NOT be reduced following the payment of a claim provided that You shall agree to carry out Our recommendations to prevent further loss or damage.

**Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured on the Buildings stated in the Schedule.

**Underinsurance**

The policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value (as defined by current Royal Institution of Chartered Surveyors figures) than the Sum Insured by this policy, You will ONLY be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

## SECTION TWO

# CONTENTS

This Section **COVERS THE CONTENTS** within the Buildings of Standard Construction, situated within the Premises specified in the Schedule including radio and television aerials, satellite dishes, their fittings and masts that are fixed to the insured property, all of which are owned by or are the legal responsibility of the Insured or of any permanent member of the Insured's household.

Also covered, up to a maximum limit of £1,000 during any Period of Insurance, are the Contents within domestic outbuildings and garages situated within the Premises specified in the Schedule.

### PERILS COVERED

This Insurance covers Contents for loss or damage directly caused by:

- 1.**  
FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.
- 2.**  
AIRCRAFT and other aerial devices or articles dropped therefrom.
- 3.**  
STORM, TEMPEST or FLOOD.
- 4.**  
ESCAPE OF WATER from fixed water tanks, apparatus or pipes.
- 5.**  
ESCAPE OF OIL from domestic fixed fuel oil tanks, apparatus or pipes and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.
- 6.**  
THEFT or attempted theft.

### EXCLUSIONS

This Insurance does NOT cover:

- The amount of the Excess shown in the Schedule.
- The amount of the Excess shown in the Schedule.
- The amount of the Excess shown in the Schedule.
- a)**  
Loss or damage to the Contents of domestic outbuildings and garages of non-standard construction.
- b)**  
The amount of the Excess shown in the Schedule.
- a)**  
Loss or damage caused by gradual emission.
- b)**  
Loss or damage caused by faulty workmanship.
- c)**  
The amount of the Excess shown in the Schedule.
- d)**  
Any amount in excess of £1,000 during any Period of Insurance, in respect of the escape of oil in domestic fixed fuel oil tanks.
- a)**  
Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.
- b)**  
The amount of the Excess shown in the Schedule.

**7.**  
IMPACT by any vehicle or animal.

**8.**  
ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

**9.**  
SUBSIDENCE, LANDSLIP or HEAVE of the site upon which the Buildings stand.

**10.**  
FALLING TREES, TELEGRAPH POLES or LAMP-POSTS.

This Section provides **additional** cover for:

**A)**  
THE CONTENTS, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the Premises for loss or damage directly caused by ANY OF THE PERILS INSURED UNDER 1-10 in this Section

- a)**  
In any occupied private dwelling.
- b)**  
In any trade building for the purpose of valuation, alteration, cleaning or processing.
- c)**  
In any furniture depository.

The amount of the Excess shown in the Schedule.

**a)**  
Loss or damage UNLESS such loss or damage is consequent upon violent and forcible entry.

**b)**  
The amount of the Excess shown in the Schedule.

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

**b)**  
Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

**c)**  
Loss or damage due to coastal erosion.

**d)**  
Loss or damage arising from faulty workmanship, defective plans or the use of defective materials.

**e)**  
Loss or damage following damage to solid floors unless the walls are damaged at the same time by the same peril.

**f)**  
The amount of the Excess shown in the Schedule.

**a)**  
Loss, damage or destruction caused through lopping, topping and/or felling.

**b)**  
The amount of the Excess shown in the Schedule.

This **additional** cover does NOT include:

Contents outside the United Kingdom.

**B)**

COSTS necessarily incurred, by You or by any permanent member of Your household, for replacing locks to external doors, safes and alarms of the Private Dwelling situated within the Premises specified in the Schedule following theft or loss of the keys.

Any amount in excess of £250 in all.

● **CONDITIONS APPLICABLE TO SECTION TWO (CONTENTS) ONLY**

**BASIS OF CLAIMS SETTLEMENT**

In the event of the total loss or destruction by any of the Perils Covered 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 and that You incur the cost of replacement.

**EXCLUSIONS**

This basis of claims settlements shall NOT apply to:  
  
Household linen.

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

We shall be entitled at Our sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

**Reinstatement**

The Sum Insured under this Section shall NOT be reduced following the payment of a claim provided that You agree to carry out Our recommendations to prevent further loss or damage.

**Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured for the Contents stated in the Schedule.

**Underinsurance**

This policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of a greater value than the Sum Insured hereby, You will only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

**SECTION THREE****PROPERTY OWNERS LIABILITY**

This Section covers the Insured's legal liability as OWNER(S) ONLY but not as OCCUPIERS(S), as stated in Item A and Item B below:

**Item A of this Section indemnifies the Insured for BODILY INJURY by ACCIDENT OR DISEASE or DAMAGE TO PROPERTY happening during the period specified in the Schedule for which legal liability may attach:**

**A)**

To the Insured as owner of the Buildings in respect of accidents happening at the Premises specified in the Schedule.

**Item A of this Section does NOT indemnify the Insured against any liability:**

**1)**

For bodily injury by 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.

**2)**

For bodily injury arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.

**3)**

For damage to property belonging to or in the care, custody or control of the Insured or a member of the Insured's family or household or a person engaged in their service.

**4)**

Arising out of or incidental to any profession, occupation, business or employment.

**5)**

Which has been assumed under contract and would not otherwise have attached.

**6)**

Arising out of the ownership, possession or operation of:

**a)**

Any motorised 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.

**Item B of this Section includes Legal Liability which may attach:**

**B)**

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.

**b)**

Any power operated lift.

**c)**

Any aircraft or watercraft OTHER THAN manually operated rowing boats, punts or canoes.

**d)**

Any animal OTHER THAN cats, horses, or dogs which are not designated dangerous under the Dangerous Dogs Act 1991.

**7)**

Arising out of ownership, occupation, possession or use of any land or building NOT situated within the Premises specified in the Schedule.

**8)**

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

**9)**

In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 (thirty) days, in any one period of Insurance.

**10)**

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.

**Item B of this Section does NOT include liability:**

**1)**

Where the Insured is entitled to indemnity under any other insurance.

**2)**

For the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

**THE LIMIT OF LIABILITY** in respect of all claims under this Section **SHALL NOT EXCEED £2,000,000 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.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**



## SECTION FOUR

### LEGAL EXPENSES

The cover under this section has been arranged by Us and DAS Legal Expenses Insurance Company Limited ('DAS'). We are responsible for paying any claims under this section but DAS deal with any claims matters and correspondence on Our behalf. The legal service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

**DAS Head and Registered office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay side | Temple Back | Bristol BS1 6NH  
Registered in England and Wales | number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**DAS Law Head and Registered office:**

DAS Law Limited | North Quay | Temple Back | Bristol BS1 6FL  
Registered in England and Wales | number 5417859 | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

**How DAS can help**

If You wish to speak to DAS about a legal problem, please phone DAS on 117934 0390. DAS will ask You about Your legal issue and if necessary call You back to give You legal advice.

**When you need to make a claim**

If Your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone 0117 934 0390 and DAS will give You a reference number. At this point DAS will not be able to tell You whether You are covered but will pass the information You have provided to a claims-handler and explain what to do next.

**When DAS cannot help**

Please do not ask for help from a lawyer or anyone else before DAS has agreed that You should do so. If You do, DAS will not pay the costs involved even if DAS accept the claim.

### THE MEANING OF WORDS IN THIS SECTION

**Appointed representative**

The Preferred Law Firm, law firm, accountant or suitably other qualified person DAS will appoint to act on Your behalf.

**Costs and expenses****a)**

All reasonable and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.

**b)**

The costs incurred by opponents in civil cases if You have been ordered to pay them, or You pay them with DAS's agreement.

## **Countries covered**

### **a)**

For insured incidents 2 Contract disputes and 3 Personal injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Merino, Serbia, Switzerland and Turkey.

### **b)**

For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## **DAS**

DAS Legal Expenses Insurance Company Limited.

## **DAS standard terms of appointment**

The terms and conditions (including the amount DAS will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

## **Date of Occurrence**

### **a)**

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You first became aware of it.)

### **b)**

For criminal cases, the date You began, or are alleged to have begun, to break the law.

### **c)**

For insured incident 6 tax protection, the date when HR Revenue & Customs first notifies You in writing of its intention to make an enquiry.

## **Period of insurance**

The period for which We have agreed to cover You.

## **Preferred Law Firm**

A law firm or barrister's chambers DAS choose to provide legal services.

These legal specialists are chosen as they have the proven expertise to deal with Your claim and must comply with agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

## **Reasonable Prospects**

For civil cases, the prospects that You will recover losses or damages (or obtain any other legal remedy that DAS has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a Preferred Law Firm on DAS's behalf, will assess whether there are Reasonable Prospects.

## **You, Your**

The person who has taken out this section (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

## COVER

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1.  
Reasonable Prospects exist for the duration of the claim
2.  
the Date of Occurrence of the insured incident is during the Period of Insurance
3.  
any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the Countries Covered, and
4.  
the insured incident happens within the Countries Covered.

### What We will pay

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an insured incident, provided that:

- a)  
the most We pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £50,000 (£5,000 for Education Admissions Appeals).
- b)  
the most We will pay in Costs and Expenses is no more that the amount DAS would have paid to a Preferred Law Firm
- c)  
in respect of an appeal or the defence of an appeal You must tell DAS within the time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist
- d)  
for an enforcement of judgment to recover money and interest due to You after a successful claim under this policy, DAS must agree that Reasonable Prospects exist, and
- e)  
where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award.
- f)  
In the event of a claim, if You decide not to use the services of a Preferred Law Firm, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by US.
- g)  
We will not pay the first £250 of any claim for legal nuisance or trespass. You must pay this as soon as we accept the claim.

### WHAT IS NOT COVERED BY THIS SECTION

1.

#### Late reported claims

A claim where You have failed to notify DAS of the insured incident within a reasonable time of it happening and

where this failure adversely affects the Reasonable Prospects of a claim or DAS consider their position has been prejudiced.

**2.**

**Costs we have not agreed**

Costs and Expenses incurred before DAS's written acceptance of a claim.

**3.**

**Court awards and fines**

Fines, penalties, compensation or damages that a court or other authority orders You to pay.

**4.**

**Legal action DAS has not agreed**

Any legal action You take or the Appointed Representative have not agreed to, or where You do anything that hinders DAS or the Appointed Representative.

**5.**

**Defamation**

Any claim relating to written or verbal remarks that damage Your reputation.

**6.**

**A dispute with DAS**

A dispute with DAS not otherwise dealt with under policy condition 8.

**7.**

**Judicial review**

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

**8.**

**Nuclear, war and terrorism risks**

A claim caused by, contributed to by or arising from:

**a)**

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

**b)**

the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

**c)**

war, invasion, foreign hostilities (whether war is declared or not), civil war, rebellion, revolution, military

force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000

**d)**

pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**9.**

**Litigant in person**

Any claim where You are not represented by a law firm, barrister or tax expert

● **INSURED INCIDENTS**

**1. EMPLOYMENT DISPUTES**

A dispute relating to Your contract of employment.

**2. CONTRACT DISPUTES**

**2.1**

A dispute arising from an agreement or an alleged agreement which You have entered into in a personal capacity for:

- a) buying or hiring in goods or services
- b) selling goods.

**2.2**

Your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which You have entered into for the buying or selling of Your principal home; Provided that, in both 2.1 and 2.2:

- (i) You must have entered into the agreement or alleged agreement during the Period of Insurance, and
- (ii) the amount in dispute must be more than £250 (including VAT).

**3. PERSONAL INJURY**

A specific or sudden accident that causes Your death or bodily injury to You.

**WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES**

A claim relating to the following:

- a) employer's disciplinary hearings or internal grievance procedures
- b) any claim relating solely to personal injury
- c) A settlement agreement while You are still employed

**WHAT IS NOT COVERED UNDER CONTRACT DISPUTES**

A claim relating to the following:

- a) A contract regarding an insured person's trade, profession, employment or any business venture;
- b) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- c) the settlement payable under an insurance policy (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim)
- d) a dispute arising from any loan, mortgage, pension, investment or borrowing
- e) a dispute over the sale, purchase, terms of a lease, license, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters
- f) a motor vehicle owned by or hired or leased to You.

**WHAT IS NOT COVERED UNDER PERSONAL INJURY**

A claim relating to the following:

- a) illness or bodily injury that happens gradually
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident

#### 4.

### CLINICAL NEGLIGENCE

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to You.

#### 5.

### PROPERTY PROTECTION

A civil dispute relating to Your principal home, or personal possessions, that You own, or are responsible for, following:

**a)**

an event which causes physical damage to such property but the amount in dispute must be more than £250

**b)**

a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it)

**c)**

a trespass.

Please note that You must have established the legal ownership or right to the land that is the subject of the dispute

that has caused physical bodily injury to You

**c)**

defending Your legal rights, but We will cover defending a counter-claim

**d)**

clinical negligence

### WHAT IS NOT COVERED UNDER CLINICAL NEGLIGENCE

A claim relating to the following:

**a)**

the failure or alleged failure to correctly diagnose Your condition

**b)**

psychological injury or mental illness that is not associated with You having suffered physical bodily injury

### WHAT IS NOT COVERED UNDER PROPERTY PROTECTION

**a)**

A claim relating to the following:

**(i)**

a contract You have entered into other than a contract for a private property which has been leased to a third party;

**(ii)**

someone legally taking Your property from

You, whether You are offered money or not, or

restrictions or controls placed on Your property by any government or public or local authority

**(iii)**

work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage.

**(iv)**

mining subsidence

**(v)**

adverse possession (meaning the occupation of any building or land either by someone trying to take possession from You or of which You are trying to take possession)

**(vi)**

the enforcement of a covenant by or against You.

**b)**

Defending a claim relating to an event that causes physical damage to property, but We will cover defending a counter-claim.

**c)**

## 6. TAX PROTECTION

A comprehensive examination by HM Revenue & Customs that considers all areas of Your self assessment tax return, but not enquiries limited to one or more specific area.

## 7. JURY SERVICE AND COURT ATTENDANCE

Your absence from work:

- a) to attend any court or tribunal at the request of the Appointed Representative
- b) To perform jury service

The maximum We will pay is Your net salary or wages for the time You are absent from work less any amount the court gives You

## 8. LEGAL DEFENCE

Costs and Expenses to defend Your legal rights if an event arising from Your work as an employee leads to

- a) You being prosecuted in a court of criminal jurisdiction
- b) civil action being taken against You under:
  - discrimination legislation
  - section 13 of the Data Protection Act 1998.

## 9. INHERITANCE DISPUTES

DAS will negotiate for Your legal rights in a dispute over something left to You in a will.

## 10. EDUCATION ADMISSIONS APPEALS

DAS will negotiate for Your legal rights in a

The first £250 of any claim for legal nuisance or trespass. This is payable by You as soon as DAS accept the claim.

## WHAT IS NOT COVERED UNDER TAX PROTECTION

- a) Any claim if You are self-employed, or a sole trader, or in a business partnership.
- b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

## WHAT IS NOT COVERED UNDER JURY SERVICE AND COURT ATTENDANCE

Any claim if You are unable to prove Your loss

## WHAT IS NOT COVERED UNDER LEGAL DEFENCE

Any claim relating to You driving a motor vehicle

## WHAT IS NOT COVERED UNDER INHERITANCE DISPUTES

Any dispute with another insured person under this section, Your children, Your parents or Your parents-in-law.

## WHAT IS NOT COVERED UNDER

dispute over the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with their published admissions policy which results in the refusal to accept Your child or children at the state school of their preference, subject to a limit of indemnity of £5,000.

## EDUCATION APPEALS

- a) Any claim where acceptance to the school involves examinations or other selection criteria
- b) An insured incident involving a school which is not a state school which falls under the LEA's jurisdiction or where the allocation of a place within the school is not the responsibility of the LEA
- c) An insured incident arising prior to the submission of an application to the school or LEA
- d) A claim where the procedure for appealing against the decision to refuse a place at the school has not been followed

## ● CONDITIONS WHICH APPLY TO THE WHOLE SECTION

### 1.

#### Your legal representation

##### a)

On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred Law Firm or in-house lawyer as Your Appointed Representative to deal with Your claim. They will try to settle

Your

claim by negotiation without having to go to court.

##### b)

If the appointed Preferred Law Firm or DAS's in-house lawyer cannot negotiate settlement of claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may choose a law firm to act as the Appointed Representative.

##### c)

If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm, DAS will

give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm.

However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment.

##### d)

The Appointed Representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.

### 2 .

#### Your responsibilities

##### a)

You must co-operate fully with DAS and the Appointed Representative.

##### b)

You must give the Appointed Representative any instructions that DAS ask You to.

### 3.

#### Offers to settle a claim

##### a)



You must tell DAS if anyone offers to settle a claim. You must not negotiate or agree to a settlement without DAS's written consent.

**b)**

If You do not accept a reasonable offer to settle a claim, We may refuse to pay further Cost and Expenses.

**c)**

DAS may decide to pay You the reasonable value of Your claim, instead of starting or continuing legal action. In these circumstances You must allow DAS to take over and pursue or settle any claim in Your name. You must also allow DAS to pursue at DAS's own expense and for DAS's own benefit, any claim for compensation against any other person and You must give DAS all the information and help DAS need to do so.

**d)**

Where a settlement is made on a without-costs basis DAS will decide what proportion of that settlement will be regarded as Costs and Expenses and payable to DAS.

**4.**

**Assessing and recovering costs**

**(a)**

You must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if DAS ask for this.

**(b)**

You must take every step to recover Costs and Expenses and court attendance and jury service expenses that DAS have to pay and must pay DAS any amounts that are recovered.

**5.**

**Cancelling an Appointed Representative's appointment**

If the Appointed Representative refuses to continue acting for You with good reason, or if You dismiss the Appointed Representative without good reason, the cover We provide will end immediately, unless DAS agree to appoint another Appointed Representative.

**6 .**

**Withdrawing cover**

If You settle or withdraw a claim without Our agreement, or do not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim from You any Costs and Expenses We have paid.

**7 .**

**Expert opinion**

DAS may require You to get, at Your own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between You and DAS. Subject to this, We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that You will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

**8 .**

**Arbitration**

If there is a disagreement between You and DAS about the handling of a claim and it is not resolved through Our internal complaints procedure, You can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by You and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.

**9.**

## **Keeping to the policy terms**

You must:

- a) keep to the terms and conditions of this policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything DAS ask for, in writing, and
- e) report to DAS full and factual details of any claim as soon as possible and give DAS any information they need.

### **10.**

#### **Cancelling the policy**

You can cancel this policy by telling Us within 14 days of taking it out or at any other time afterwards as long as You tell Us at least 14 days beforehand. We can cancel this policy at any time as long as We tell You at least 14 days beforehand.

### **11.**

#### **Fraudulent claims**

We will, at Our discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or We will not pay the claim if:

- a) a claim You have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

### **12.**

#### **Claims under this policy by a third party**

Apart from Us, You are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

### **13.**

#### **Other insurances**

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, We will only pay our share of the claim even if the other insurer refuses the claim.

### **14.**

#### **Law that applies**

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where You normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## **HELPLINE SERVICES**

You can contact DAS's UK-based call centre 24 hours a day, seven days a week. However, DAS may need to arrange to call You back depending on Your enquiry. To help DAS check and improve their service standards, all calls are recorded, except those to the Health and Medical Information and Counselling services. When

phoning, please tell DAS Your policy number or the name of the scheme You are in. Please do not phone DAS to report a general insurance claim.

#### **Legal Advice Service**

DAS provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

#### **Tax Advice Service**

DAS offer confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

#### **Health & Medical Information Service**

DAS will give You information over the phone on general health issues and advice on a wide variety of medical matters. DAS can provide information on what health services are available in Your area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

**TO CONTACT THE ABOVE SERVICES, PHONE DAS ON: 0117 933 0654.**

#### **Counselling Service**

We will provide You with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which We refer You. This helpline is open 24 hours a day, seven days a week.

**TO CONTACT THE COUNSELLING HELPLINE, PHONE DAS ON: 0117 934 2121.**

We cannot accept responsibility if the helpline service is unavailable for reasons We cannot control.

# GENERAL CONDITIONS, EXCLUSIONS and ENDORSEMENTS

## ● GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

(Applicable to all Sections except as herein expressly varied)

### **Duty of Insured**

You shall take all reasonable steps to prevent loss, damage or accident and maintain the Building(s) in a good state of repair.

### **Change of Occupancy Endorsement**

It is a Condition Precedent to the liability of the Insurer that You, or Your authorised representative, shall immediately notify Us in writing upon the Buildings/House/Home specified in the Schedule ceasing to be Unoccupied. 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.

For the purposes of this Insurance, the Buildings/House/Home will not be deemed to have ceased to be unoccupied, whilst family members of the Insured, or family members of any deceased person(s) whose estate is the Insured, are in temporary residence at the Buildings/House/Home for a period not exceeding seven consecutive days.

### **Notice of Works Clause**

It is a Condition Precedent to the liability of the Insurer that You shall notify Us prior to the commencement of any conversions, extensions, refurbishment and modernisation to the Buildings at the Premises specified in the Schedule. Upon receipt of this notice, We reserve the right to amend the terms and conditions of this insurance.

### **Cancellation Clause**

This insurance may be cancelled by Us or on Our behalf by 30 (thirty) DAYS' NOTICE being given in writing to You at Your last known address, and the premium shall be adjusted with Us receiving or retaining a pro-rata premium.

Where the premium is collected by Direct Debit instalments and there is a default in payment, We reserve the right to cancel the policy by giving You 14 days' notice in writing.

This insurance may also be cancelled at any time at Your request in writing, directly to Us or to the Broker through whom the insurance was effected, and We will retain a proportion of the annual premium calculated pro rata to the number of days during which the Insurance under this policy was in force.

Where a claim has arisen during the Period of Insurance from last renewal and any settlement paid exceeds the annual premium for the said Period of Insurance, there will be NO return premium. 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 Period of Insurance become payable to Us, and We reserve the right to collect these.

- **GENERAL CONDITIONS and EXCLUSIONS**

**(Applicable to all Sections except as herein expressly varied)**

**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.

**Rot**

Loss or damage arising from wet or dry rot is not covered by this Insurance.

**Gradual Deterioration/Wear and Tear**

This Insurance does not cover loss or damage caused by or resulting from wear and tear or anything that happens gradually over a period of time.

**Deliberate Loss or Damage**

This Insurance does not cover any loss or damage caused, allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or any member of your family, paying guest or tenant, or anyone lawfully in the home.

**Claims Conditions**

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:

**a)**

On the happening of any loss or destruction or damage or any accident or injury which may give rise to a claim the Insured, or an authorised representative of the Insured, shall give immediate notice thereof in writing to the Insurer.

**b)**

Notify the police immediately of any loss or destruction or damage caused by malicious persons, theft or attempted theft, violent disorder, riots or civil commotion or the disappearance of valuable items.

**c)**

The Insured shall within 90 days after such loss, destruction or damage, accident or injury (within 30 days in the case of claims under Section Three (Property Owners Liability)) at the expense of the Insured deliver to the Insurer a claim in writing containing as much information as possible of the loss, destruction or damage, accident or injury or any article or portions of property lost, destroyed or damaged and of the amount of damage thereto together with details of any other insurance on any property hereby insured. If requested the Insured shall also give to the Insurer all proofs and information with respect to the claim as may reasonably be required.

**d)**

The Insured shall send to the Insurer immediately upon receipt, unanswered, any communication from third parties in relation to any event which may result in a claim under this policy, including any letter, claim form or other legal process issued or commenced.

**e)**

The Insured shall not negotiate, pay, settle or admit or repudiate any claim without the written consent of the Insurer.

**f)**

The Insured will allow the Insurer to take over and conduct in the name of the Insured the defence of any claim, and prosecute in the Insured's name, for the benefit of the Insurer, any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Insurer such information and assistance as the Insurer may reasonably require.

### **Fraud**

**a)**

If any claim made by the Insured or anyone acting on behalf of the Insured, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not,

or

**b)**

if a false declaration or statement is made

or

**c)**

if a fraudulent device is used in support of a claim

Insurers may, at Their option

**(i)**

avoid the policy from the inception of this insurance and require the repayment of all claims paid under the policy to date

or

**(ii)**

cancel the policy from the date of the claim or alleged claim and repudiate the claim

or

**(iii)**

repudiate the claim.

### **Radioactive Contamination**

In respect of all Sections 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:

**(i)**

Ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

**(ii)**

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:

**(i)**

Ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

**(ii)**

Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**War Risks**

In respect of all Sections this Insurance does not cover any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, terrorism in Northern Ireland, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**Sonic Bangs**

In respect of all Sections this Insurance does not cover any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**Accidental Breakage of Glass in Your Home**

You can use the 24 hour emergency service provided by Glassolutions. Please call 0333 00 333 88.

**In the Event of a Claim Requiring Emergency Action Outside of Normal Working Hours**

(Other than glass claims) PLEASE CALL - 0344 856 2032

**Small Additional or Return Premiums**

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is hereby agreed that whenever any additional or return premium of £2 or less becomes due from or to You on account of the **adjustment** of a premium, of an **alteration** in cover or rate during the term or for any other reason, the collection will not be made, as the case may be.

**Complaints Procedure**

We endeavour to provide excellent service at all times, however We recognise that sometimes things do go wrong. In some cases Your insurance advisor will be able to resolve the problem and You should contact them directly in the first instance.

If this does not settle the matter, You should contact Us at the following:

The Customer Complaints Team  
Ocaso SA UK Branch  
3rd Floor  
12 Appold Street  
London EC2A 2AW

Telephone: 020 7377 6465  
Email: [customer.complaints@ocaso.co.uk](mailto:customer.complaints@ocaso.co.uk)

If We still cannot resolve Your complaint with Us, You may be entitled to refer it to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

If You make a complaint it will not affect Your right to take legal action against Us.

### **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 adjustment necessary, through insisting on an evaluation of the damages that was obviously disproportionate, the responsibility for payment would fall upon that party alone.



## **ENDORSEMENTS**

### **THE FOLLOWING CLAUSES ARE APPLICABLE TO YOUR INSURANCE POLICY**

#### **I. Minimum Security**

It is a Condition Precedent to Insurer's liability in respect of loss, destruction or damage that:

1)

all final exit doors are fitted with a mortice deadlock or locks conforming to BS3621 or a multipoint locking system.

2)

all ground floor windows and all other accessible windows are fitted with a purpose designed key-operated window lock, or are screwed shut. Windows are considered screwed shut when the sash is securely screwed into the outer frame.

3)



all such mortice deadlocks, locks conforming to BS3621 or a multipoint locking system and window locks or screwed shut windows referred to in 1) and 2) above (also referred to below as 'the Protections') are in full and effective order and put into full operation whenever the premises are left unattended.

**4)**

Where any of the foregoing Protections are not fitted and cover is not restricted to Fire, Lightning, Explosion and Aircraft, the cover under Section One (BUILDINGS) and Section Two (CONTENTS) excludes the first £1,000 of each and every claim in respect of the following perils:

**a)**

Peril 6 (Theft or attempted theft)

**b)**

Peril 8 (Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent)

**5)**

All Protections provided for the safety of the insured property must be maintained in good order throughout the Period of Insurance, and must not be withdrawn or varied without Our written consent.

## **2. Protection Clause**

It is a Condition Precedent to the liability of the Insurer in respect of loss, destruction or damage, including loss, destruction or damage caused by theft or attempted theft that all Protections, including locks, provided for the safety and security of the insured property shall be maintained in good order throughout the period of this insurance and be in full operation at all times when the Premises are left unattended. Such Protections shall not be withdrawn or varied without Our consent.

## **3. Unoccupancy Clause**

**a)**

Section One (Buildings) and Section Two (Contents) of the policy exclude Peril 4 (Escape of Water) during the period **1st October to 1st April**, unless the Central Heating System is in continuous operation at not less than a minimum temperature of **55F (13C)** or alternatively the Premises Water System is turned off at the mains and drained. For the purposes of this Clause, "in continuous operation" means in operation 24 hours per day, and not set to be switched off or on by the operation of a timer.

**b)**

The property must be inspected, by the Insured or the Insured's representative, at intervals of not more than 30 days, and written records kept of such inspections.

## **4. Terrorism Exclusion Clause**

Subject otherwise to the terms, definitions, exclusions, provisions and conditions of the policy this insurance includes damage or loss resulting from damage by fire or explosion (if insured) occasioned by or 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.

#### **5. Mortgage Interest Clause**

The interest of the mortgagee in each individual 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 Your Building/House/Home, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that:

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

#### **6. Date Change Clause**

We will not pay for 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.

**Further endorsements may apply to Your policy, therefore please refer to Your Schedule of Cover.**



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