

Holiday Homes Property Owners Policy Wording

Underwritten by
AmTrust Specialty Limited
Version 6



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Introduction

If **you** pay the premium shown in the **schedule**, the insurer, AmTrust Specialty Limited agrees to insure **you** for

- loss or damage **you** sustain or
- legal liability **you** incur

for accidents that happen during the **period of insurance**. The cover **we** offer, and any payment **we** make under that cover, is subject to the terms and condition of the **policy**.

The written authority (contract number shown in the **schedule**) allows ABACUS to sign and issue this **policy** wording and **schedule** on behalf of **us**.

Your Policy

This **policy** wording, the **schedule** and any **endorsements** together form **your policy**. **You** should keep them in a safe place.

The cover is ONLY for the sections of the **policy** wording that the **schedule** shows as included in **your policy**.

Please read all of the documentation carefully. The **policy** wording is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Law and Jurisdiction applicable to this insurance

If there is a dispute about of in any connection with this **policy**:

- the laws of England and Wales will apply to the dispute.
- only the courts of England can decide the outcome of the dispute.

Definitions

Wherever the following words appear in bold in this policy wording they will have the meanings shown below.

Accidental Damage	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
Bodily injury	Death, bodily injury, illness or disease.
Building(s)	• The home and its decorations; • fixtures and fittings attached to the home; • contents of common areas; • permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks; you own or for which you are legally liable within the premises named in the schedule .
Claims Administrator	The company whose details are shown on your schedule , who will deal with your claim.
Contents	Household goods and personal property which are: - within the home, and - your property or which you are legally liable for. Contents includes: • tenants' fixtures and fittings • carpets and unattached wood/laminated flooring • radio and television aerials, satellite dishes, their fittings and masts which are attached to the home • permanently sited (but not fixed) hot tubs, Jacuzzis and spas • property in the open but within the premises up to £250 in total other than: - o permanently sited (but not fixed) hot tubs, Jacuzzis and spas - o radio/television aerials, satellite dishes, their fittings and masts which are attached to the home • money up to £300 and credit cards up to £1,000 in total • deeds and registered bonds and other personal documents up to £1,500 in total • stamps or coins forming part of a collection up to £1,250 in total • valuables up to £2,500 or 10% of the sum insured for contents whichever is less, within the private dwelling • domestic oil in fixed fuel oil tanks up to £1,000 Contents does NOT include: • motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories • any living creature • any part of the buildings • any property held or used for business purposes.

Definitions (continued)

Wherever the following words appear in bold in this policy wording they will have the meanings shown below.

Contents of common areas	Landlord's content. These are: 1. The furniture, furnishings, carpets and other property that belongs to you or for which you legally responsible, and 2. that are in the common hall, stairway, and other common parts of the home (including storage rooms and compartments). They do not include: a. any loss and/or damage in excess of £5,000 b. valuables c. money, stamps, certificates, cheques, securities or documents d. television, video, audio equipment and computers e. household linen, clothing and personal possessions f. animals g. property more specifically insured h. property in the open i. motor vehicles, their contents or accessories
Credit cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of the policy . The schedule will show any endorsement that we apply.
Flood	An overflow of water: - from the normal boundary of any natural or artificial: - water course, stream, river, culvert, lake, pond, reservoir, canal or dam. - from coastal waters. - onto land that is dry, if the overflow is caused by heavy rain or storm.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The: - private dwelling of standard construction. - the garages. - the outbuildings. at the premises provided they are used for domestic purposes, or commercial letting as a holiday home.
Landslip	Downward movement of sloping ground.
Money	• current legal tender, cheques, postal and money orders • postage stamps not forming part of a stamp collection • savings stamps and savings certificates and travellers' cheques • premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Occupant	Any person that you give permission to stay in the home overnight.
Period of Insurance	The length of time for which this policy is in force and for which you have paid, and we have accepted a premium.

Definitions (continued)

Wherever the following words appear in bold in this policy wording they will have the meanings shown below.

Personal Possessions	Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you . Personal possessions does NOT include: • money and credit cards • pedal cycles.
Policy	Your contract of insurance with AmTrust Specialty Limited. The policy wording, the schedule and any endorsement together form the contract.
Premises	The risk address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule forms part of your insurance documentation and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Standard Construction	Built solely of brick, stone or concrete (but not prefabricated walls or panels) and is either flat roofed or roofed with slate, tile, concrete.
Storm	Strong winds of 41 knots/47mph or more, usually accompanied by rain, hail or snow (including weight of snow). Beaufort scale number 9 or higher
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building .
Terrorism	'An act which: - uses force or violence, or - includes the threat of force or violence, and - is committed for political, religious, ideological or similar reasons. This includes an attempt to influence a government or put any section of the public in fear.
United Kingdom	England, Wales, Scotland, Northern Ireland and the Isle of Man, and journeys between these countries.
Unoccupied	We consider that the property is unoccupied if no occupant or tenant lives in it for a consecutive period of 30 days.
Valuables	• jewellery • furs • gold, silver • gold and silver plated articles • pictures.
We/us/our	The insurer, AmTrust Specialty Limited.
You/your/insured	Any person named in the schedule .
Your broker	The insurance broker or agent who placed this insurance on your behalf.

General Conditions applicable to the whole of this insurance

a) Your Duties

1. **You** must take all steps to keep the **buildings** in a good state of repair and prevent loss, damage or an accident.
2. **You** must tell **your broker**:

- immediately if **you** stop using the **home** as a holiday home or holiday let.
- before **you** start any conversions, extensions or other structural work to the **buildings**.

If this happens **we** can change the conditions of this **policy**.

3. When **your home** becomes **unoccupied**, **you** must:

- a. make sure that the water is switched off at the mains and the water system drained
OR
the heating is kept at no less than 15 degrees C (59 degrees F) at all times.
- b. make sure that the gas and electricity is turned off at the mains. **You** do not have to turn it off if **you** need it to maintain the **home's** security or heating
- c. tell **your** Insurance Advisor / Broker as soon as the **home** tenancy status alters
- d. either **you** or **your** representative visit the **home** at least once every 30 days. **You** must record the dates, time and any observations in a central inspection record. If **you** make a claim, **we** can ask to see this record.

If **you** do not comply with any of these duties, **you** may not be covered.

b) Multi Property

Each **home** included under this insurance is considered to be covered as if separately insured.

General Conditions applicable to the whole of this insurance (continued)

c) Privacy and Data Protection Notice

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this.

For more details visit the website at www.amtrustinternational.com/dpn

What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give you this **policy**.
- contact **you** to ask if **you** want to continue with the **policy**.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this **policy**.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this **policy**, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **you** with the information it has about **you**.
- restrict or stop processing **your** information in certain occasions.
- if there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your policy**.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your policy** ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.
- If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website www.amtrustinternational.com/dpn

d) Protections Clause

It is **your** duty to ensure that all measures **you** take for the security of the **home** and **contents**:

- are maintained in good working order
- are in full and effective operation whenever the property is untenanted.

If **you** do not, **we** will not cover loss or damage resulting from unauthorised entry.

General Conditions applicable to the whole of this insurance (continued)

e) Non Invalidation Clause

This Insurance shall not be invalidated by any act, omission or by any alteration whereby unknown to **you**, the risk of damage is increased to **you** or beyond **your** control, provided that immediately **you** become aware of the increase in risk, **you** inform **us** in writing and pay any appropriate additional premium if required.

f) Cancellation by you and Cooling off Period

You can cancel this **policy** without giving a reason providing **you** tell **your broker** within 14 days of:

- the date **you** received the **policy** documents, or
- the start of the **period of insurance**, whichever happens later.

We will then cancel the **policy** from the inception date. Provided **you** have not made, and do not intend to make, a claim, **we** will refund the premium. If **you** make a claim within this 14-day cooling-off period, **we** will not refund the premium.

After the 14-day cooling-off period, **you** can cancel the **policy** at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this **policy** has been in force and whether **you** have made a claim. Provided **you** have not made, and do not intend to make, a claim, **we** will refund the premium for the time between the date of cancellation and the end of the **period of insurance**. **We** can charge a fee up to £20 if **you** cancel.

g) Cancellation

We can cancel this insurance by giving **you** 30 days' notice in writing where there is a valid reason for doing so.

We will send this to the latest address **we** have for **you** and explain the reason for cancellation.

- if **we** have not received a premium payment. In this case **we** will write to **you** and ask for payment by a specific date. If **we** do not receive the premium by this date, **we** will write again and give **you** 10 days' notice of a final date for payment. **We** will explain that if **we** do not receive the premium by this final date, **we** will cancel the **policy** from that date. If **we** cancel the **policy**, **we** will write again to tell **you** that **we** have done this;
- if **we** reasonably suspect fraud; or
- if **you** use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

h) Index-Linking Clause

The sums insured in Section One - Buildings and Section Two - Contents will be indexed each month in line with the following:

Section One - Buildings: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.

Section Two - Contents: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

General Conditions applicable to the whole of this insurance (continued)

i) Claims Notification

If **you** need to make a claim, please contact the **Claims Administrator**. **You** will find the contact details on the **schedule**.

j) Maintenance and Safety Requirements

It is a condition of the insurance that:

- All gas and electrical appliances and installations must be inspected as the appropriate Legislation requires;
- you**, or a responsible person acting on **your** behalf Records of all inspections and work. This includes repairs, replacement, maintenance and servicing undertaken and the appropriate documents or certificates that are issued. **We** must be able to inspect these records when **we** ask to do so;
- All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire Safety) Regulations and any amendments made to those regulations.

k) Important Information

If the policy is for you as a private individual:

You must give us the information we ask for

When **we** look at an application for a **policy**, **we** rely on the information in it. **You** must take care to give full and accurate answers to the questions **we** ask. This applies when **you** buy a **policy** or make changes to it. If **you** don't give **us** full and accurate answers, this can affect **your** cover and **we** can:

- cancel the **policy** and refuse to pay any claim,
- or not pay a claim in full.

We will write to **you** if **we**:

- plan to cancel the **policy**, or
- need to change the **policy** terms, or
- need **you** to pay more for the **policy**.

If you realise that you have given answers that are not full or accurate, you must tell your broker.

If the policy is for a partnership, a sole trader, a limited company or other legal person:

The information we need to know

We need to understand the risk that **we** are going to insure. By law the person buying the **policy** has to do what they can to help **us** assess that risk. They need to do this before the **policy** starts, at each renewal and when they make any changes. This means they must:

- tell **us** all material facts which they know or should know.
- tell **us** in a way that is clear and easy to understand.
- be honest and make sure that what they tell **us** is correct.

A 'material fact' is information that would help **us** decide:

- whether to offer the **policy** or not and, if so,
- the terms of that **policy**.

This means:

if the **policy** is for a person - for example a sole trader or individual partner - **we** need to know:

- what they know and what anybody who arranges this **policy** knows.
- what a reasonable search of the information available to them should show.

if the **policy** is not for a person but an organisation, for example, a limited company or partnership, we need to know:

- what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
- what anybody who is responsible for buying this **policy** knows.
- what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the **broker** or anyone else the **policy** will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the **policy** is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **we** need to know this.

General Conditions applicable to the whole of this insurance (continued)

Important information

If **we** do not have all the material facts before the **policy** starts or when there is a change to the **policy**, there are a number of possible outcomes. These depend on why **we** don't have all those facts. If the reason the person buying the **policy** didn't give **us** the material facts:

was deliberate or reckless,

- **we** can cancel the **policy**. **We** do not have to pay any claims, and **we** can keep all the premiums **we** have received.

was not deliberate and not reckless, but if **we** had known the material facts, **we** would not have accepted the **policy** on any terms,

- **we** can cancel the **policy** and do not have to pay any claims, but in that case **we** will refund the premium.

was not deliberate and not reckless, but if **we** had known the material facts, **we** would have applied different terms to the **policy**,

- **we** can add those different terms with effect from the start date (or the date of the change to the **policy**).

was not deliberate and not reckless, but if **we** had known the material facts, the premium would be higher,

- **we** will pay any claim as a proportion of the premium that **we** charged compared to the higher premium that **we** would have charged.

For example: **we** didn't know all the material facts and charged a premium of £200. If **we** had known all the material facts, the premium would have been £400. So, the premium is half what it should be. This means that for any claim that **we** receive, **we** will work out what to pay and then pay half. So, if **we** received a valid claim for £200, **we** would pay half of that, which is £100.

I) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property
2. any legal liability
in any way related to:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, 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.

c) Existing and Deliberate Loss or Damage

We will not pay for loss or damage:

1. occurring before cover starts or arising from an event before cover starts
2. caused deliberately by **you** or any member of **your** family.

d) Loss of value and indirect losses

We will not pay for:

1. Loss of value of the **buildings, contents** or any other property insured;
2. Any indirect losses associated with the incident that caused **you** to claim, unless otherwise insured under Section One - Buildings, Extension C Loss of Rent or Alternative Accommodation

e) Electronic Data Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any property
2. any legal liability
in any way related to:-
 - i) computer viruses, erasure or corruption of electronic data;
 - ii) the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

f) Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or damage to any property, or any loss or expenses;
 2. any legal liability;
 3. death or injury to any person
- 'in any way related to biological or chemical contamination due to
- **terrorism**;
 - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

g) Reduction in Value

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

General Exclusions applicable to the whole of this insurance (continued)

h) Wear and Tear

We will not pay for damage caused by wear and tear or anything else that happens gradually.

i) Sonic Bangs

We will not pay for any damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

j) Contractors Exclusion Clause

We will not pay for loss, damage or liability arising out of the activities of contractors.

k) Sanction Limitation and Exclusion Clause

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

l) Terrorism

We will not pay for any:

- a. Loss or damage or loss of rent or alternative accommodation in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence of **terrorism**.
- b. Loss or damage or loss of rent or alternative accommodation in Northern Ireland occasioned by or happening through or in consequence of:
 1. Riot, civil commotion, (except in respect of loss or damage or loss of rent or alternative accommodation by fire or explosion) strikers, locked- out workers or persons taking part in labour disturbances or malicious persons.
 2. This insurance also excludes loss or damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

m) Domestic Pets, Insects or Vermin

We will not pay for any loss or damage caused by domestic pets or by insects or vermin.

n) Territorial Limits

We will not pay for any:

Loss or damage, injury or liability due to this happening outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated.

Claims Conditions applicable to the whole of this insurance

Claims Procedures and Conditions

1. Claims – Action you need to take

If there is:

any injury, loss or damage, or loss of rent which could lead to a claim on this **policy**, or **you** receive written notice of any claim or legal proceeding

you will:

- a. tell **us** within 30 days (or seven days if the cause is riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, people acting in a malicious way or theft);
- b. tell **us** immediately if **you** are told of any prosecution, inquest or enquiry connected with any injury, loss or damage or loss of rent which may form the subject of a claim under this **policy**;
- c. tell the police as soon as it becomes evident that any loss or damage has been caused by theft or people acting in a malicious way. **You** will need to get a crime reference number from the police;
- d. immediately pass any letter of claim to **us**. **You** must not acknowledge the letter;
- e. take (or allow someone else to take) any action that it is reasonable to do to prevent further injury, loss or damage, or loss of rent
- f. keep anything in any way connected with the injury, loss or damage or loss of rent for as long as **we** ask **you** to. **You** should keep it unaltered and unrepaid;
- g. give **us**, at **your** own cost, any information or documents that **we** ask for. These can include:
 - a statutory declaration of the truth of the claim;
 - details of any other insurance covering the subject matter of the claim and any matters connected with it;
 - make available to **us** (at **your** expense) any documents **we** need with regard to any letter of claim;
 - only pay or offer or agree to pay any money or make any admission of liability if **we** give consent for **you** to do this;

allow **us** to:

- take over, and
- have control of all negotiations, proceedings and settlement of
- any claims in **your** name and on **your** behalf. **You** must co-operate fully if **we** do this.

If **you** do not comply with this claims condition:

- **we** do not have to pay a claim, and
- **you** must repay any claim payment that **we** have made.

2. Claims – Our rights

In respect of injury, loss or damage or loss of rent which leads to a claim, **we** and any person authorised by **us** may, without admitting any liability or reducing any of **your** rights in respect of the cover under this **policy**, enter **premises** where such injury, loss or damage or loss of rent has taken place. Further, **we** may take possession of or require **you** deliver to **us** any **property** insured.

No **property** may be left with **us**, whether taken possession of by **us** or not.

If **you** do not comply with this claims condition, **we** do not have to pay a claim.

Claims Conditions applicable to the whole of this insurance (continued)

How We Deal With Your Claim

1. Defence of Claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other Insurance

If at the time of any loss or damage, there is any other insurance covering the same loss or damage, **we** will only pay **our** proportion of such loss.

3. Fraudulent Claims

If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- cancel **your** insurance from the time of the fraudulent act;
- and inform the police of the fraudulent act.

If **we** cancel **your policy** from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Claims Conditions applicable to the whole of this insurance (continued)

Privacy and Data Protection Notice

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- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this **policy**, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

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- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your policy**.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your policy** ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website -www.amtrustinternational.com/dpn

Buildings

What is covered

What is not covered

This policy covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim
2. aircraft and other flying devices or items dropped from them	the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim
3. storm, flood or weight of snow	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage caused by subsidence, heave or landslip other than as covered under Section One - Buildings, What is covered, item number 9 c) for loss or damage to domestic fixed fuel-oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, gates and fences d) for damage caused solely to change in the water table level
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) the first £500 of each claim, if the buildings are unoccupied, we will not pay the first £1000 of each claim b) for loss or damage resulting in subsidence, heave or landslip other than as covered under Section One - Buildings, What is covered, item number 9 c) for loss or damage to domestic fixed fuel-oil tanks and permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas d) for loss or damage while the home is not furnished enough to be normally lived in e) for the appliance or system from which the water escaped f) for loss or damage resulting in an escape of water caused by the failure of, or lack of, appropriate grout and/or sealant
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage caused by faulty workmanship c) for loss or damage while the home is not furnished enough to be normally lived in d) for the appliance or system from which the oil escaped

Buildings (continued)

What is covered	What is not covered
This policy covers the buildings for loss or damage directly caused by	We will not pay
6. theft or attempted theft	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage while the building is lent, let or sublet unless the loss or damage follows a violent and forcible entry into or exit from the buildings or by deception c) for loss or damage while the home is not furnished enough to be normally lived in
7. collision by any vehicle or animal	the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage while the home is not furnished enough to be normally lived in
9. subsidence or heave of the site upon which the buildings stand or landslip	a) the first £1,000 of every claim b) for loss or damage to domestic fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event d) for loss or damage arising from faulty design, specification, workmanship or materials e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f) for loss or damage caused by coastal erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. falling trees, telegraph poles or lamp-posts	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage to gates and fences

Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
A) the cost of repairing accidental damage to - fixed glass and double glazing (including the cost of replacing frames) - solar panels sanitary ware - ceramic hobs all forming part of the buildings	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for damage while the home is not furnished enough to be normally lived in
B) the cost of repairing accidental damage to - domestic oil pipes - underground water-supply pipes - underground sewers, drains and septic tanks - underground gas pipes - underground cables which you are legally liable for	the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim
C) loss of rent due to you for which a booking has been confirmed and a deposit taken which you are unable to recover while the buildings cannot be lived in following loss or damage which is covered under Section One.	a) any amount over 20% of the sum insured for the buildings damaged or destroyed b) any loss of rent for a period in excess of 12 months c) any amount where you cannot evidence a booking has been made in writing in advance of the loss or damage and a deposit for the visit has been taken
D) expenses you have to pay in respect of - architects', surveyors', consulting engineers' and legal fees - the removing debris and making safe the building - any Government or local authority requirements following loss or damage to the buildings which is covered under Section One and included in the sum insured for buildings	a) any expenses 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

Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One - Buildings, What is covered, item number 4	more than £750 in any period of insurance . If you claim for such loss under Section One and Section Two, we will not pay more than £750 in total
F) anyone buying the home who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
G) trace and access cover - In the event of loss or damage to the buildings which is covered under Section One, What is covered item number 4. in consequence of escape of water from and frost damage to fixed water tanks, apparatus and pipes we will pay for the expenses incurred by you in locating the source of such damage and in subsequent making good of damage caused as a consequence of locating such source	more than £5,000 in total during the period of insurance
H) Illegal Activities - costs incurred by you in consequence of damage to the buildings , for the purpose of any illegal activities caused by persons legally allowed in your home	a) the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim b) for any damage caused by you c) more than £5,000 in respect of any one incident
I) emergency access to the premises - costs incurred by you following damage to the insured premises or destruction to external landscaping caused by the emergency services or persons acting under their control in gaining access to the insured premises as a result of concern for the welfare of the tenant(s) or to mitigate damage to the premises caused by an insured peril under Section One – Buildings What is covered.	a) more than £5,000 in total during the period of insurance b) any costs incurred following damage caused by the police in the course of any criminal investigation or as a result of unlawful activities at the premises or occurring elsewhere.

Buildings (continued)

Accidental damage to the buildings

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

What is covered

What is not covered

This extension covers	We will not pay
accidental damage to the buildings	a) the first £100 of each claim b) for damage or any proportion of damage which we specifically exclude elsewhere under Section One c) for the buildings moving, settling, shrinking, collapsing or cracking d) for damage while the home is being altered, repaired, cleaned, maintained or extended e) for damage caused by chewing, tearing, scratching or fouling by animals. f) for damage to outbuildings and garages which are not of standard construction g) for the cost of general maintenance h) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost i) for damage arising from faulty design, specification, workmanship or materials j) for damage from mechanical or electrical faults or breakdown k) for damage caused by dryness, dampness, extremes of temperature or exposure to light l) for damage to permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks m) for any damage caused by or contributed to, by or arising from any kind of pollution and/or contamination n) for damage while the home is not furnished enough to be lived in o) for damage while the home is unoccupied p) for damage while the home is not self-contained

Settling Claims

Conditions that apply to Section One buildings only

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under Section One - Buildings, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated
 2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
-

Your sum insured

1. **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 2. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
-

Limit of Insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule** less any applicable excesses.

Contents

What is covered

What is not covered

This policy covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim
2. aircraft and other flying devices or items dropped from them	the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim
3. storm, flood or weight of snow	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for property in the open c) for damage attributed solely to change in the water table level
4. escape of water from fixed water tanks, apparatus or pipes	a) the first £500 of each claim, if the buildings are unoccupied, we will not pay the first £1000 of each claim b) for loss or damage while the home is not furnished enough to be normally lived in
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) more than £1,000 in total for domestic oil in fixed fuel oil tanks c) for loss or damage caused by faulty workmanship d) for loss or damage while the home is not furnished enough to be normally lived in
6. theft or attempted theft	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage whilst the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry into or exit from the buildings or by deception c) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages d) for loss or damage while the home is not furnished enough to be normally lived in
7. collision by any vehicle or animal	the first £100 of each claim, if the buildings are unoccupied , we will not pay the first £250 of each claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage while the home is not furnished enough to be normally lived in

Contents (continued)

What is covered	What is not covered
This policy covers the contents for loss or damage directly caused by	We will not pay
9. subsidence or heave of the site upon which the buildings stand or landslip	a) the first £100 of each claim b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for loss or damage by coastal erosion
10. falling trees, telegraph poles or lamp-posts	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for loss or damage caused by trees being cut down or cut back within the premises

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
A) accidental damage to • televisions, satellite decoders • audio and video equipment • radios • home computers all situated within the home	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling c) for damage to tapes, records, cassettes, discs or computer software d) for mechanical or electrical faults or breakdown e) for loss or damage while the home is not furnished enough to be normally lived in
B) accidental breakage of • fixed glass and double glazing • sanitary ware forming part of the buildings which you are legally liable for and do not have other insurance for • mirrors • glass tops and fixed glass in furniture • ceramic hobs	a) the first £100 of each claim, if the buildings are unoccupied, we will not pay the first £250 of each claim b) for the cost of repairing, removing or replacing frames c) for loss or damage while the home is not furnished enough to be normally lived in
C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by: (i) any of the events insured under numbers 1-10 in Section Two while the contents are: • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture storage • in any bank or safe deposit (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture storage	a) the first £100 of each claim b) for contents outside the United Kingdom c) for money or credit cards d) any amount over 20% of the sum insured under Section Two for contents in furniture storage
D) loss of rent due to you for which a booking has been confirmed and a deposit taken which you are unable to recover while the buildings cannot be lived in following loss or damage which is covered under Section Two.	a) any amount over 20% of the sum insured for the contents of the buildings damaged or destroyed b) any loss of rent for a period in excess of 12 months c) any amount where you cannot evidence a booking has been made in writing in advance of the loss or damage and a deposit for the visit has been taken

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under Section Two	any amount over 10% of the sum insured under Section Two for the contents of the buildings damaged or destroyed
F) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over £750 in any period of insurance
G) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section Two - Contents, What is covered, item number 4.	more than £1,000 in any period of insurance . If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total
H) fatal injury to you , happening at the premises shown in the schedule , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person sixteen years of age or under, at the time of death	

Contents (continued)

Accidental damage to the contents

The following applies only if the **schedule** shows that **accidental damage to contents** is included.

What is covered

What is not covered

This extension covers	We will not pay
accidental damage to the contents within the home	a) the first £100 of each claim b) for damage or any proportion of damage which we specifically exclude elsewhere under Section Two c) for damage to contents within garages and outbuildings d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage caused by chewing, tearing, scratching or fouling by animals f) any amount over £1,000 in total for porcelain, china, glass and other brittle articles g) for money, credit cards, documents or stamps h) for damage to contact, corneal or micro corneal lenses i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost j) for damage arising out of faulty design, specification, workmanship or materials k) for damage from mechanical or electrical faults or breakdown l) for damage caused by dryness, dampness, extremes of temperature and exposure to light m) for any loss or damage caused by or contributed to, by or arising from any kind of pollution and/or contamination n) using the contents in a way which is different to the manufacturers instructions o) information being erased or damaged on computer equipment p) for damage while the home is not furnished enough to be lived in q) for damage while the home is unoccupied r) for damage while the home is not self-contained

Settling Claims

Conditions that apply to Section Two contents only

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under Section Two.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to, but not an improvement on, the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement

The above basis of settlement will not apply to clothes, where **we** will take off an amount for depreciation.

Amount deductible Age of Clothes

10% 12 – 24 months

15% 25 – 36 months

20% 37 – 48 months

25% 49 + months

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

Your sum insured

1. **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 2. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
-

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**

Accidents to Domestic Staff

This section applies only if the **contents** are insured under Section Two.

What is covered

What is not covered

We will indemnify you	We will not indemnify 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 anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	for bodily injury arising directly or indirectly • from any vehicle outside the premises • from any vehicle used for racing, pacemaking or speed testing • from any communicable disease or condition • in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance

Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, including the costs and expenses which **we** have agreed in writing.

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One or the **contents** are insured under Section Two of this insurance.

Part A

Part A covers **your** legal liability as:

- 1) owner if the **buildings** only are insured. It does not cover **you** as occupier.
- 2) occupied if the **contents** only are insured. It does not cover **you** as owner.
- 3) owner occupied if both the **buildings** and **contents** are insured.

What is covered

What is not covered

We will indemnify you	We will not indemnify you for any liability
as owner or occupier for any amounts you become legally liable to pay as damages for • bodily injury • damage to property caused by an accident happening at the premises during the period of insurance,	a) for bodily injury to • you • any other member of your family • any person who at the time of sustaining such injury is engaged in your service b) for bodily injury arising directly or indirectly from any communicable disease or condition c) arising out of any criminal or violent act to another person or property d) for damage to property owned by or in the charge or control of • you • any other permanent member of your family • any person engaged in your service e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f) arising directly or indirectly out of any profession, occupation, business or employment g) which you have assumed under contract and which would not otherwise have applied (Exclusions continued over the page)

Legal Liability to the Public (continued)

Part A (continued)

What is not covered

	We will not indemnify you for any liability
	h) arising out of your ownership, possession or use of: i) any motorised or horse-drawn vehicle other than: • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 i) in respect of any kind of pollution and/or contamination other than: • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises and; • reported to us not later than 30 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k) Legal expenses which can be taken back by you under any other insurance or which would have been covered if this policy did not exist except for any amount more than that which would have been covered under the other insurance.

Legal Liability to the Public (continued)

Part B

We will indemnify you for	We will not indemnify you
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	- for any liability if you are entitled to indemnity under any other insurance - for the cost of repairing any fault or alleged fault

Limit of indemnity

We will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under Section Four:- more than £2,000,000 in all for Part A and B for any one accident or series of accidents arising out of any one event, including the costs and expenses which **we** have agreed in writing.

Complaints Procedure

If **your** complaint is about **your policy** or how it was sold to **you**

If **you** have a query or complaint regarding the way the **policy** was sold, or the administration of **your policy**, **you** should refer to **your broker** who sold the **policy** to **you**.

If **your** complaint is about **your claim**

At AmTrust Specialty Limited, **we** are committed to providing a high level of service at all times but, if **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so **we** can try to put things right. If **you** wish to make a complaint about a claim under **your policy** please contact:

AmTrust Specialty Limited Complaints

AmTrust Specialty Limited

New Castle House

Castle Boulevard

Nottingham

NG7 1FT

Telephone: 0115 934 9852 (lines are open 9am – 5pm Mon-Fri,
calls are charged at standard rate)

Email: asl.complaints@amtrustgroup.com

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and provide **our** response within four weeks. If it will take **us** longer than four weeks, **we** will explain the current position and let **you** know when **you** can expect **our** response.

Referring your Complaint to the Financial Ombudsman Service

In the event that **you** are unhappy with **our** response to **your** complaint, or **you** have not received **our** response within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving **our** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **we** have not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial.

Their contact details are as follows:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: **0800 023 4567** (calls to this number are free on mobile phones and landline) or **0300 123 9123** (Calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on **0207 741 4100**.

ABACUS is a trading style of Alan Blunden & Co Ltd who
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