

Unoccupied Residential Property Owners Policy Wording

ABACUS Dome

Underwritten by Certain Underwriters at Lloyd's

Version 1



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Introduction

This policy has been arranged by ABACUS on behalf of Canopius Managing Agents Limited under the Unique Market Reference as stated in **your schedule**. All enquiries in relation to this policy (other than claims) should be directed to **your broker**.

ABACUS acts as an agent for **us** in performing its duties under this agreement.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy wording and **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

The insurance relates ONLY to those sections of the policy wording which are shown in the **schedule** as being included.

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

Your Policy

This policy wording, **schedule** and any **endorsement(s)** applying to **your** policy wording forms **your** insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

1. **you** are clear which sections **you** have requested and want to be included;
2. **you** understand what each section covers and does not cover;
3. **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.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** cannot meet **our** obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk

Law and Jurisdiction Applicable to this Insurance

Notice to the **Insured**. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Definitions

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

Accidental Damage	Unforeseen physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
Bodily injury	Bodily injury includes death or disease.
Buildings	• The home and its decorations • fixtures and fittings attached to the home • permanently installed swimming pools, fixed hot tubs, 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.
Contents	Household goods and personal property, within the home, which are your property or which you are legally liable for. Contents includes: • 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 and spas • property in the open but within the premises up to £250 in total other than: - permanently sited (but not fixed) hot tubs and spas - radio/television aerials, satellite dishes, their fittings and masts which are attached to the home • unattached fixtures and fittings awaiting installation to the buildings • 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 • any property insured under any other insurance • money and credit cards • deeds and registered bonds and other personal documents • stamps or coins forming part of a collection • gold, silver, gold and silver plated articles • personal possessions • jewellery • furs • pictures • works of art • pedal cycles • any single item with a value over £5,000
Endorsement	A change in the terms and conditions of this insurance identified in the schedule .
Excess/Excesses	The amount(s) you will have to pay towards each separate claim.

Definitions (continued)

Wherever the following words appear **in bold** in this insurance they will have the meanings shown below.

Flood	The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes), tidal surge, tsunami or any other inundation from the sea, whether or not driven by wind. OR Damage caused by water that backs up from a sewer or drain caused by; • surface water run off • the failure of a sewer or drain • tidal surge
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
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.
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium or until cancelled.
Personal Possessions	Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you .
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 is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
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 or metal (providing the metal portion of the roof does not exceed 15%).
Storm	Rain and/or hail and/or snow (including weight of snow) and/or strong winds of 50mph or more (Beaufort Scale number 10) but not damage caused by flood .
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building,
Terrorism	An act, including but not limited to the threat and/or the use of force or violence, 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.

Definitions (continued)

Wherever the following words appear **in bold** in this insurance they will have the meanings shown below.

Unoccupied	Any building or part of building or flat which is not being lived in by you or anyone else and where there is no active lease in place.
We/us/our	Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 204847). Canopius Managing Agents Limited is the managing agent of Canopius Syndicate 4444 at Lloyd's and subject to the supervision of the Society of Lloyd's. Canopius Managing Agents Limited is registered at 22 Bishopsgate, London, EC2N 4BQ (Company Number 01514453).
You/your	The person or persons named as the insured in the schedule .
Your broker	The insurance broker/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 prevent loss, damage or an accident and keep the **buildings** in a good state of repair. Please note that this policy is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.
2. **You** must tell **your broker** without delay if the **home** becomes let under different circumstances or the nature of tenancy alters from that originally disclosed. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
4. **You** must ensure that all protections provided 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** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

b) Maintaining Your Sums Insured and the Application of Average

The sum insured for **buildings** in **your schedule** must represent:

- the cost to completely rebuild the **premises** if it was destroyed or beyond repair. This should include the price of labour, materials and any surveyor or design fees that **you** may incur.

The sum Insured for **contents** in **your schedule** must represent:

- the current cost as new to replace all landlords **contents** within the **premises** in the event of a total loss

You must notify **us** as soon as possible when the value of **your buildings** or landlords **contents** exceeds the amount shown in **your policy schedule**. If the amount shown on **your policy schedule** represents less than 100% of the full value of **your buildings** or landlords **contents**, **we** will only be able to settle claims at the percentage **you** are insured for.

For example, if the value of **your buildings** or landlords **contents** shown on **your schedule** only represents 80% of the full value at the time of loss then **we** will not pay more than 80% of **your claim**. **We** will never pay more than the limit in the **schedule**.

If the full value of **your buildings** or landlords **contents** exceeds the values shown on **your schedule** the cover under this policy may no longer meet **your** needs. **You** must tell **us** if this is the case as **we** may no longer be able to offer **you** cover.

If the full value of **your buildings** or landlords **contents** at the inception date of the policy exceeds the maximum limit **we** are willing to insure then **we** may treat the policy as if it never existed, return all premiums and not consider any claims.

c) Securing Your Home

It is a condition of the policy that **you** must comply with the following:-

- a) All security must be maintained and placed in operation whenever the **home** is unattended
- b) The gas and electricity must be turned off at the mains unless used to maintain the security &/or heating of the **home**
- c) Any tanks containing fuel or other flammable liquid must be drained and purged within the first 30 days.

If **you** fail to comply with these requirements and a claim occurs which could have been prevented in any way by complying, then **we** will not pay the claim.

d) Inspection Condition

The **home** must be inspected both internally and externally at least every 30 days by either **you** or **your** representative. A visit record of dates, time and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim.

All waste refuse and other disused combustible material including accumulated mail will be cleared internally and externally from the **home** and removed from the **premises** every 30 days.

If **you** fail to comply with these requirements and a claim occurs which could have been prevented in any way by complying, then **we** will not pay the claim.

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

e) Drain Down Or Central Heating Condition

You must:

1. Isolate the water supply to the **home** and outbuildings.
 - The mains water supply must be turned off at the first available external point of entry to the **home**.
 - The mains water supply must also be turned off at the internal stopcock if separate.
2. Clear all waste exits from the **home** and outbuildings.
 - Remove all plugs, obstructions and debris which may cause blockages to any plug hole or waste outlet.

As well as the above, **you** must take one of the following actions:

- A. Drain down the property and heating system. All installed hot and cold-water tanks must be emptied by leaving all hot and cold taps and showers fully open. In addition, all toilets must be flushed until water stops coming out. If **your home** has a sealed heating system containing antifreeze, then the heating system does not need to be drained down, but antifreeze levels must be checked prior to the property being left **unoccupied**.
- B. Leave the heating on. The entire **home** must have a heating system that is mains gas or a geothermal or full electric system (excluding night storage heaters), fitted with automatic controls and a separate thermostat. On this basis the heating may be left on provided the system is set to operate continuously for 24 hours of each day at 13 degrees or higher.

Failure to comply with the requirements listed above will result in loss or damage resulting from escape of water or burst pipes being excluded from this insurance

f) Multi Property

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

g) Privacy Notice

Information we process

You should understand that information **you** provide, have provided and may provide in the future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving license or national insurance number. Personal information is also information that can identify an individual through work function or their title.

In addition, personal information may contain sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is available online on **our** website or in other formats on request:

<https://www.canopus.com/privacy/privacy-notice/>

h) Your Bank or Building Societies Interest

The rights of the bank or building society that provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

i) Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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

j) Cooling Off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel without giving any reason providing **your** instructions to cancel are submitted to **your broker** within 14 days of either:

- a) the date **you** received the policy documentation
 - b) the start of the **period of insurance**
- whichever is the later.

On receiving **your** instructions **we** will at **your** choice:

- a) cancel the insurance from the inception date, providing no cover and allow a full return premium, or
- b) cancel the insurance from the date **your** instructions are received (providing received within this 14 day cooling off period) and allow a proportional return premium providing no claims have been reported.

If **you** notify and wish to make a claim within this 14 day cooling off period, **we** will not allow a return premium.

k) Cancellation

- a) **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 **our** cancellation letter to the latest address **we** have for **you** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:
 - i. Where **we** have been unable to collect a premium payment.
 - ii. Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests.
 - iii. Where **we** reasonably suspect fraud; or
 - iv. Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.
- a) **You** can also cancel this insurance at any time by contacting **your broker**. Any return premium due to **you** will be calculated on a proportional basis, for example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

Any refund of premium following cancellation by **you** is subject to;

- * no claims made under the policy for which a payment has been made;
- * no claims made under the policy which are still under consideration; and
- * no incident which could give rise to a claim but is yet to be reported to **us**,

If any of the above statements are false then the full premium will be payable.

l) Index-Linking Clause

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

- Section One - Buildings: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
- Section Two - Contents: The Consumer Durables Section of the General Index of Retail Prices.

At each renewal **we** will calculate the premium using the new sums insured. It is **your** responsibility to make sure the sums insured reflect the full cost to rebuild the **home** or replace the **contents** at each renewal.

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)

m) Complaints procedure

Our aim is to ensure that all aspects of **your** contract of insurance are dealt with promptly and fairly at all times. **We** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your broker**.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by contacting **us** using the contact details below:

ABACUS

Complaints Manager

Baxter Building

80 Baxter Avenue

Southend on Sea

SS2 6HZ

Tel: 01702 606300; E-mail: complaints@sabacus.co.uk

In the event that **you** are still dissatisfied **you** can refer the matter to the Complaints team at Lloyd's. (note **you** should have first contacted **us** using the details above)

The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How we Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. Making a complaint does not affect **your** right to take legal action. (note **you** should have first contacted **us** using the details above and then Lloyd's before contacting the FOS)

The contact details are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

From within the United Kingdom: Telephone Number: 0800 023 4567 or 0330 123 9123;

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

From outside the United Kingdom: Telephone number: +44(0) 0800 023 4567;

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

This is a free and impartial service and will not affect **your** legal rights.

n) Claims notification

See **schedule** for details

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

o) Reliance on Information Supplied

In deciding to accept this insurance and in settling the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed (if **we** treat **your** insurance as if it never existed then any claims will not be considered).

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and settling its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to consider any claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered, OR;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** careless misrepresentation, OR;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**, OR;
- cancel **your** policy in accordance with the cancellation condition as detailed within this policy wording.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

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 of any nature

directly or indirectly caused by or contributed to, by or arising from:-

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

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned 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 &/or Deliberate Loss or Damage

We will not pay for loss or damage:

- occurring before or arising from an event before the beginning of the **period of insurance**.
- caused deliberately by **you** or any person acting on **your** instruction.

d) Indirect Loss or Damage

We will not pay for loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

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

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

f) Biological and Chemical Contamination Clause

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever;
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:

- **terrorism**, and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

g) Loss of value

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

h) Maintenance Related Damage

This insurance does not cover loss, damage or expenses resulting in or arising from wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, vermin, moths, pets, mould, infestation, any gradually operating cause, or extreme of temperature or light.

i) Mechanical Faults

This insurance does not cover loss, damage, or expenses resulting in or arising from mechanical or electrical faults or breakdown.

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

j) Contractors Exclusion Clause

We will not pay for loss, damage or liability arising out of the activities of contractors at the **premises**. If **you** or someone on **your** behalf is performing building or maintenance works at the property then **you**/they are considered the contractor for the purpose of this exclusion.

k) Domestic Pets, Insects or Vermin

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

l) 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.

m) Sanctions Limitation Clause

You agree that any cover, the payment of any claim and any benefit provided under **your policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

n) Cyber Exclusion

We will not pay any claim for:

- a) Cyber
loss, damage, liability, cost or expense which is deliberately caused by:
 - i. the use of, or inability to use, any application, software or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - ii. Any computer virus;
 - iii. Any computer related hoax or deception relating to i and or ii above.
- b) Electronic Data
loss of or damage to any electronic data (for example file or images), wherever it is stored.

o) Infectious or Contagious Disease Exclusion

Your insurance policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) Infectious or contagious disease;
- b) Any fear or threat of a) above; or
- c) Any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

p) Pollution and Contamination Exclusion

We will not pay for loss, destruction or damage caused by, or arising from, any kind of seepage or any kind of pollution and/or contamination

q) Asbestos Exclusion

This insurance does not cover any damage caused by, arising out of, or related in any way to asbestos or asbestos containing materials.

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

r) **Terrorism Exclusion**

This **policy** excludes loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, cost or expense of any nature directly or indirectly 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**.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary will be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Claims Conditions applicable to the whole of this insurance

Your Duties

In the event of a claim or possible claim under this insurance **you** must:

1. notify **your broker** or the claims contact as detailed under General Condition n) of this document as soon as possible giving full details of what has happened.
2. provide **your broker** or the claims team with written details of what has happened within 30 days and provide any other information **we** may require. **We** will only request information relevant to **your** claim.
3. forward to **your broker** or the claims team within 3 days' notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. not admit liability or offer or agree to settle any claim without **our** written permission.
6. take all care to limit any loss, damage or injury.
7. provide **us** with evidence of value or age (or both) for all items involved in a claim.
8. not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

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

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

3. Fraudulent Claims

If **you** make a fraudulent claim under this insurance contract, then **we**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **you** any sums paid by **us** in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- i) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- ii) **We** need not return any of the premiums paid.

Buildings

What is covered

What is not covered

Where the cover is Operative in your Schedule this insurance covers the buildings for loss or damage directly caused by:	We will not pay
1. fire, lightning, explosion or earthquake	the excess as noted in your schedule
2. aircraft and other flying devices or items dropped from them	the excess as noted in your schedule
3. storm, flood or weight of snow	a) the excess as noted in your schedule 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 spas, tennis courts, drives, patios and terraces, gates and fences d) for damage attributed solely to change in water table level.
4. escape of water from fixed water tanks, apparatus or pipes	a) the excess as noted in your schedule 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, permanently installed swimming pools, fixed hot tubs and fixed spas d) for the appliance or system from which the water escaped e) for loss or damage due to wear and tear or anything that happens gradually f) for loss or damage unless noted as covered under the operative sections on your schedule
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 excess as noted in your schedule b) for loss or damage due to wear and tear or anything that happens gradually c) for loss or damage caused by faulty workmanship d) for the appliance or system from which the oil escaped e) for loss or damage unless noted as covered under the operative sections on your schedule
6. theft or attempted theft	a) the excess as noted in your schedule b) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to police. c) for loss or damage within the home unless loss or damage is caused by unauthorised entry to the premises resulting in damage to the building , or violence or threat of violence against you or any director, officer or person employed by you d) for loss or damage unless noted as covered under the operative sections on your schedule

Buildings (continued)

What is covered	What is not covered
Where the cover is Operative in your Schedule this insurance covers the buildings for loss or damage directly caused by:	We will not pay
7. collision by any vehicle or animal	the excess as noted in your schedule
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the excess as noted in your schedule b) for loss or damage unless noted as covered under the operative sections on your schedule
9. subsidence or heave of the site upon which the buildings stand or landslip	a) the excess as noted in your schedule b) for loss or damage to domestic fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, 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 external 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, structural alterations or extensions h) for loss or damage caused by normal settlement and / or any general deterioration of the buildings i) For damage occurring prior to your ownership of the home or for rectifying damage which began occurring prior to your ownership of the home
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess as noted in your schedule b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	a) the excess as noted in your schedule 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 home	a) the excess as noted in your schedule b) for damage caused by chipping, denting or scratching c) for plate glass windows and shopfronts d) more than £2,500 in any period of insurance for loss or damage whilst the home is untenanted or unoccupied
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 responsible for	a) the excess as noted in your schedule b) for damage due to wear and tear, rust, corrosion or anything that happens gradually c) for loss or damage to any part of the cables or service pipes within the buildings d) for loss or damage due to a fault or limit of design, manufacture, construction or installation
C) financial loss due to: - loss of rent due to you which you are unable to recover Or, alternatively, - additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage to the buildings which is covered under Section One	a) any amount over 20% of the sum insured for the buildings b) for loss of rent arising from the tenants leaving the buildings without giving you notice c) rent the tenants have not paid d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim e) for loss of rent or any other expenses you must pay to the letting agent f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation g) for loss of rent after the home is fit to be let out h) for loss of rent for more than 12 months
D) expenses you have to pay and which we have agreed in writing for: - architects', surveyors', consulting engineers' and legal fees - the cost of removing debris and making safe the building - costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section One	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
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 Sections One and 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

Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
G) trace and access cover – if there is a leak from your fixed water or oil tanks, apparatus or pipes we will pay for the expenses you incur in locating the source of the leak and making the necessary repairs	more than £5,000 in total during the period of insurance
H) emergency access cover – we will pay you for the costs incurred 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) and/or to mitigate damage to the premises caused by an insured peril applicable under Section One – Buildings	a) more than £10,000 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)

Section One – Buildings – Settling Claims

Conditions that apply to Section One - Buildings only

How we deal with your claim

1. If **you** claim for loss or damage is covered under Section One, **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

If the **buildings** were not in a good state of repair prior to the loss or the information **you** have provided to **us** is not correct **we** will reassess **our** quotation with the correct information and may deduct an amount from **your** claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you** and apply this difference to the claims settlement.

For example, if the premium is half the amount **we** require, then **we** will only pay one half of **your** claim. **We** will never pay more than the limit on the **schedule**.

If the correct risk details would not have been acceptable to **us** **we** will cancel the policy from the date this information altered and made the risk unacceptable.

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 and replacements cannot be matched.

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 **excess**.

Contents

What is covered	What is not covered
Where the cover is Operative in your Schedule this insurance covers the buildings for loss or damage directly caused by:	We will not pay
1. fire, lightning, explosion or earthquake	the excess as noted in your schedule
2. aircraft and other flying devices or items dropped from them	the excess as noted in your schedule
3. storm, flood or weight of snow	a) the excess as noted in your schedule b) for property in the open c) for damage attributed solely to change in water table level.
4. escape of water from fixed water tanks, apparatus or pipes	the excess as noted in your schedule
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 excess as noted in your schedule b) for loss or damage where the oil has not been drained down from the system within the first 30 days of the property being unoccupied' c) for loss or damage caused by faulty workmanship
6. theft or attempted theft	a) the excess as noted in your schedule b) for loss or damage within the home unless loss or damage is caused by unauthorised entry to the premises resulting in damage to the building , or violence or threat of violence against you or any director, officer or person employed by you c) any amount over £500 for contents within detached domestic outbuildings and garages d) for loss or damage unless noted as covered under the operative sections on your schedule
7. collision by any vehicle or animal	the excess as noted in your schedule
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the excess as noted in your schedule b) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception c) for loss or damage unless noted as covered under the operative sections on your schedule

Contents (continued)

Perils available	What is not covered
Where the cover is Operative in your Schedule this insurance covers the buildings 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 excess as noted in your schedule 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 excess as noted in your schedule b) for loss or damage caused by trees being cut down or cut back within the premises

Contents (continued)

Section Two – Contents – 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
- pedal cycles
- property not proved to be less than 1 year old at the time of the loss
- any item not repaired or replaced

where **we** will take off an amount for depreciation.

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**.

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 of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A below
- If the **contents** only are insured, **your** legal liability as occupier only, but not as owner is covered under Part A below
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A below

What is covered

What is not covered

We will pay for your legal liability:	We will not pay for your legal liability:
as owner or occupier up to the sum insured 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 permanent member of the home unless a signed lease agreement is in force • 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) arising directly or indirectly out of any profession, occupation, business or employment e) which you have assumed under contract and which would not otherwise have attached f) arising out of your ownership, possession or use of: - any motorised or horse-drawn vehicle other than domestic gardening equipment used within the premises - any power-operated lift - any aircraft (including drones) or watercraft other than manually operated rowing boats, punts or canoes - any animal other than cats, hroses or dogs which are note designated as dangerous under the Dangerous Dogs Act 1991*, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation g) 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 named in the schedule; 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 will be deemed to have happened at the time of such accident

Legal Liability to the Public (continued)

What is not covered

	We will not pay for your legal liability:
	h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises i) if you are entitled to payment under any other insurance

*Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 (or as amended by future legislation) imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Part B

What is covered

What is not covered

We will pay for	We will not pay for
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	• any liability if you are entitled to payment under any other insurance • the cost of repairing any fault or alleged fault

*Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

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 Three:- more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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