

Residential Property Owners' Insurance Policy



Administered by

W-SURE

Tenanted V1 March 2023

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About this insurance

Thank you for entrusting this insurance to us.

This policy is a contract between **you** and **us** administered by U-Sure Insurance Services on **our** behalf.

This policy consists of this document, the **schedule** and **endorsements**, if any, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined. In deciding to accept this policy and in setting the terms and premium **we** have relied on the information which **you** have provided to **us**.

We will, in consideration of the payment of the premium, insure **you**, subject to the terms and conditions of this policy, against the events set out in Section 1, 2, 3 and during the **period of insurance** or any subsequent period for which **we** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **your** needs. If any corrections are necessary **you** should contact **your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **you** may need to refer to it if **you** have to make a claim.

Accessibility

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation. If **you** require an alternative format **you** should contact **us** through whom this policy was arranged.

Information you have given us

● *If you are a private individual the following applies to you.*

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**.

You must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

● *If you are part of a partnership, a sole trader, a limited company or other legal entity the following applies to you.*

Your Duty of Disclosure

Under the Insurance Act 2015 **you** have a duty to make fair presentation of the risk to **us** before this policy starts, at each renewal and when **you** make any amendment(s) to cover. This means **you** must:

- (a) disclose all material facts of which **you** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **our** decision as to whether to insure **you** and, if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following;

- (a) if **you** are an individual (such as a sole trader or individual partner):
 - what is known to **you** and anybody who is responsible for arranging this insurance, or if **you** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to **you**. The information may be held within **your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

About this insurance

Breach of duty

If **you** breach **your** duty to make fair presentation of the risk to **us**, then:

- (a) where the breach was deliberate or reckless, **we** may avoid this policy, refuse all claims and keep all premiums paid.
- (b) where the breach was neither deliberate nor reckless and, but for the breach, **we would not** have agreed to provide cover under the policy on any terms, **we** may avoid this policy and refuse all claims, but **we** will return any premiums paid.
- (c) where the breach was neither deliberate nor reckless and, but for the breach, **we would** have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
- (d) where the breach was neither deliberate nor reckless and, but for the breach, **we** would have agreed to provide cover under this policy but would have charged higher premiums, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium that **we** would have charged.

For example: if, due to a breach of fair presentation, **we** charged a premium of £200 but **we** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, **you** will only be paid £500.

Change in Circumstance

You must tell **us** as soon as practicably possible of any change in the information **you** have provided to **us** which happens before or during any **period of insurance**.

You must tell **us** at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the **buildings**.

When **we** are notified of a change or planned structural works **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the Cancellation and Cooling-off Period condition, amend the terms of **your** policy or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change or planned structural works it may affect any claim **you** make or could result in **your** insurance being invalid.

REMEMBER - failure to notify your insurance broker of any changes may affect any claim you make.

Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

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

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

- (i) **We** shall 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 this policy (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 premium paid.

Sanctions

We shall not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so 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.

The cover included

This policy wording is divided into a number of sections. To find which sections are in force, **you** should check **your schedule** which is enclosed with this policy wording.

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

How much to insure for

You have an ongoing duty to ensure that **your** sum insured represents the full value of the **residence** insured.

For **buildings**, this means the full cost of rebuilding **your residence**, including any outbuildings, plus an amount for any additional charges which could be incurred in rebuilding, such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities. This will not include any structural alteration made to the **residence** during the **period of insurance** unless the re-build calculation is updated to reflect the new sums insured.

For **contents**, this means the cost of replacing **your** property as new.

REMEMBER - if you do not insure for the full value of your property your claims payment may be reduced. Please see Claims Conditions point 3, Underinsurance.

About this insurance

Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **you** receive this policy; or
- (ii) the start of **your period of insurance**;
whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **us** in writing, by email or by telephone. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due and subject to a minimum premium of £30.00 being retained by **us** to cover administration costs.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the premium; or
- (ii) a change in risk which means **we** can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim.
- (iv) **You** deny **us** or **our** representative access to the **buildings** and this affects **our** ability to process or defend **our** or **your** interests in respect of a claim,
- (v) Failure to provide requested documentation, such as details of any alteration to the alarm or security at the **property**.

by giving **you** thirty (30) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

Regulations and statutory conditions

The General Conditions of this policy sets out certain requirements that **you** should be aware of and must comply with.

How to make a claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your** broker or insurance intermediary and full details of the loss or **damage**.

Do not arrange any repairs or replacements until **you** have spoken to **us**.

Governing Law

The parties are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance shall be governed by English law and subject to the non-exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of this insurance shall be English.

Third Party Rights

A person or company who was not 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 condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this Act and any subsequent amendment to it.

Questions and Complaints

We are dedicated to providing a high quality service and **we** want to ensure that **we** maintain this at all times.

If **you** have any questions or concerns about this insurance or the handling of a claim, please contact **your** insurance broker through whom this insurance was arranged.

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

About this insurance

Financial Ombudsman Service

Complaints that U-Sure Insurance Services or **insurers** cannot resolve may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

You can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by the parties detailed in the complaints procedure shown on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

If **you** would like to refer **your** complaint to the Financial Ombudsman Service, **you** must do so within 6 months from the date **you** receive the final response about **your** complaint from U-Sure Insurance Services or the **insurer**.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service
Exchange Tower
London, E14 9SR

From within the United Kingdom Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines) Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers. Free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02).

From outside the United Kingdom
Tel: +44 (0)207 964 0500
Fax: +44 (0)207 964 1001
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

For more information contact them on the above number or address, or view their website www.financial-ombudsman.org.uk.

The complaint procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme

All **insurers** providing cover under this **policy** and U-Sure Insurance Services are members of and are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **insurer** or U-Sure Insurance Services is unable to meet its 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. The Scheme contact details are as follows:

Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY
UK: 0800 678 1100
From abroad: +44 (0)20 7741 4100

Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Data Protection Notice

U-Sure Insurance Services and the **insurer(s)** are committed to protecting **your** personal information. U-Sure Insurance Services and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at www.u-sure.com/regulatory/privacy-notice/ which specifies:

- the information that U-Sure Insurance Services and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how U-Sure Insurance Services and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances U-Sure Insurance Services and the **insurer(s)** may need to seek **your** consent before processing such data. U-Sure Insurance Services and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about **you** that is held in U-Sure Insurance Services and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or U-Sure Insurance Services' data protection practices, or to make a subject access request, please contact:

U-Sure Insurance Services
Raglan House
6-8 William Brown Close
Llantarnam Industrial Park
Cwmbran
NP44 3AB

Please refer to **your schedule** to view **your insurer(s)** data protection notice.

Definitions applying to the whole policy

Wherever the following words appear in bold in this policy they will have the meanings as noted below.

Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public the public in fear.

Buildings

The **residence** and also includes

- a) interior decorations, landlords fixtures and fittings, **your** telecommunications, satellite dishes, aerials, aerial fittings and masts
- b) telephone, gas, water, electric and other instruments, meters, piping, cabling, and the like and the accessories thereof, including similar property in adjoining yards or roadways or underground, belonging to **you** or to suppliers or others for which **you** are responsible
- c) garden walls, patios, terraces, hedges, gates, fences, paths, drives, car parks, cess pits and septic tanks; and
- d) permanently installed swimming pools, squash and tennis courts and gymnasias, used by **tenants** for domestic or leisure purposes.

Buildings do not include electronic data

Computer System

Any computer, hardware, software, communications system, electronic device, smart phone, laptop, tablet, wearable device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associate input, putput, data storage devicem networking equipment or back up facility, owned or operated by the insured or any other party.

Computer virus

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 for example 'Trojan Horses', 'worms' and 'time or logic bombs'

Contents

- a) Domestic furniture and furnishings, fixtures and fittings which belong to **you**, or for which **you** are responsible and are contained in, or fixed to, the **property** where **you** are providing accommodation other than for **your** own use. The term **contents** does not include **valuables** or **money** or any personal possessions
- b) **contents** in outbuildings up to a total of £1,000

Contents do not include **Electronic data** or **Computer system**

Costs and expenses

- a) All **costs and expenses** recoverable by any claimant from **you**;
- b) the **costs and expenses** incurred with **our** written consent for representation at any coroner's inquest or inquiry in respect of any death;
- c) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**; and
- d) all other **costs and expenses** of litigation incurred with **our** written consent.

Damage

Physical loss, damage or destruction.

Data (Applicable to Liability Section only)

Information, facts conceptes, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**

Definitions applying to the whole policy

Electronic data (Applicable to Property Sections)

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other

Endorsement

Additional terms and conditions being applied to the policy agreed by **us** which could amend or restrict cover.

Excess

First part of any claim which **you** must pay.

Heave

Upward movement of the ground beneath the **building** as a result of the soil expanding.

Injury

Death, bodily **injury**, illness or disease.

Land

Land belonging to the **property**.

Landslip

Downward movement of sloping ground.

Money

Any:

- * current legal tender, cheques, travellers' cheques, postal and money orders
- * postage stamps not forming part of a stamp collection
- * premium bonds, savings stamps and saving certificates
- * gift tokens,
- * season tickets or travel tickets

Money do not include electronic data

Period of insurance

Period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have accepted, or have agreed to accept, the premium.

Residence

Private dwelling(s) or block(s) of flats, including domestic outbuildings and garages, at the addresses shown in **your schedule**.

Schedule

Schedule which contains details of this insurance and is supplied with this policy. On renewal and whenever an **endorsement** is agreed a new schedule will be issued

Settlement

Downward movement as a result of the ground being compressed by the weight of the **buildings** within ten (10) years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Tenant(s)

A person or persons that are authorised by **you** to reside at the **residence**, where a formal tenancy agreement is in place and monthly rental payments are being made.

Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

Unoccupied

When the **residence** has not been lived in by **you**, a person authorised by **you** or a **tenant** for more than sixty (60) consecutive days* If **you** have purchased unoccupied Bronze, unoccupied Silver, unoccupied Gold or holiday home/ second home cover this definition does not apply.

Definitions applying to the whole policy

Valuables

Any:

- * jewellery
- * furs
- * gold, platinum, silver or gold, platinum, silver plated items
- * pictures
- * stamp, medal, coin or other similar collections

Valuables do not include electronic data

We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

Wear and Tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, **damage** by exposure to the light, lack of maintenance or **damage** which happens gradually over a period of time.

You/Your/Yourself

Person(s) company(ies) or entity named in **your schedule**.

Index linking of sums insured

The sums insured in **your schedule** will be adjusted monthly in line with the following indices.

No charge will be made for this index linking during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments will continue from the date of **damage** to the settlement of the resulting claim, provided **you** have not unreasonably delayed notification or settlement of the claim.

Specific limits detailed in this policy are not index-linked.

Buildings

The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

Should this index not be available another index will be used.

Contents

The governments General Index of Retail Prices.

Should this index not be available another index will be used.

General exclusions

A. General

We will not cover any loss, **damage**, legal liability or **costs and expenses** directly or indirectly caused by contributed to arising from occasioned by or happening through;

1. **Radioactive contamination**

- a) ionising radiations from, or contamination by radioactivity from, any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other its nuclear assembly or nuclear component; or
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. **War and similar risks**

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.

3. **Pollution**

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which results from any of standard Covers 1-9 of Section 1 - Buildings.

4. **Date recognition failure**

the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software, whether **your** property or not correctly to

- a) recognise any date as its true calendar date;
 - b) capture, save, retain or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than its true calendar date; or
 - c) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data
- provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded which results from any of standard Covers 1-12 of Section 1 - Buildings.

5. **Terrorism**

Any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever 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**.

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

6. **Biological and Chemical Contamination**

Or any legal liability of whatsoever nature; or

death or **injury** to any person;

from biological or chemical contamination due to or arising from;

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

B. Land

We will not cover any loss (including loss of value) of or **damage** to the **land** or any part of the **land**.

C. Loss in value

We will not cover loss in value of any property following repair or replacement.

General exclusions

D. Electronic Data

We will not cover:

Loss, **damage**, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause (including for example, **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Despite any provision to the contrary within the policy or any **endorsement** thereto, it is understood and agreed as follows:

- (i) Should **electronic data** processing media insured by this policy suffer physical loss or **damage** insured by this policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any **electronic data** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all amounts, not to exceed £500 for any one loss, incurred by **you** in recreating, gathering and assembling such **electronic data**.
- (ii) If no sub-limit is detailed in (i) then the basis of valuation shall be the cost of the blank media plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **electronic data**.
- (iii) If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.
- (iv) However this Policy does not insure any amount pertaining to the value of such **electronic data** to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

E. Existing and Deliberate Damage

We will not cover any loss or **damage**

- * occurring before cover starts or arising from an event before cover starts; or
- * caused deliberately by **you** or any permanent member of **your** home.

F. Wear and Tear

We will not cover:

Any loss or **damage**, liability, cost or expense of any kind directly or indirectly caused by or resulting from **wear and tear**, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

G. Domestic Pets, Insects or Vermin

We will not cover:

Any loss or **damage** caused by domestic pets, insects or vermin.

H. Poor Maintenance or Misuse

We will not cover:

Any loss or **damage**, liability, costs or expenses of any kind directly or indirectly caused by or resulting from misuse or poor maintenance.

I. Cyber

- a) **We** will not cover loss **damage** liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, **computer system**, computer software programme, malicious code, **computer virus** or process or any other electronic system.

This exclusion does not apply to Sections 1 and 2

- b) **We** will not pay for any:

Cyber loss, **damage**, liability, cost or expense caused deliberately or accidentally

by:

- i. the use of or inability to use any application, software, or programme;
- ii. any **computer virus**;
- iii. any computer related hoax relating to i and/or ii above.

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, **we** will still cover **damage** resulting from that fire or explosion.

This exclusion does not apply to Section 3

J. Communicable Disease Exclusion

This Insurance 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.

General conditions

A. General Conditions

1. **You** must take all practicable steps to prevent accidents or **damage** and maintain the property in a sound condition and good repair.
2. If the property is let, **you** must comply with all regulations and statutory conditions regarding the letting of the **residence** including for example:
 - i) the number of persons legally allowed to reside at the **residence**;
 - ii) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended);
 - iii) having the minimum legal number of smoke detectors, fire extinguishers and fire blankets installed at the **residence**; and
 - iv) holding (if applicable) an appropriate licence issued by the local authority for the **residence**.
3. If the property is let, **you** must ensure that:
 - i) all gas appliances at the **residence** comply with the Gas Safety (Installation and Use) Regulations 1998 and a copy of the annual safety check record (completed by a Gas Safe registered contractor) is retained; and
 - ii) all electrical appliances at the **residence** comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994 and any subsequent amendment to them.
 - iii) all oil appliances including tanks and pipes are professionally installed to comply with building regulations and oil storage regulations and are inspected annually by an Oil Firing Technical Association (OFTEC) registered technician with resultant recommendations or requirements complied with
4. If the property is let, **you** must inform **us** as soon as practicably possible if the **residence** becomes illegally occupied or if **you** intend issuing eviction proceedings against **your tenant**.
5. if the property is let, **you** must inform **us** as soon as practicably possible of any change in the type of **tenants** at the **residence** from that last disclosed to **us**, if **you** move into the **residence** or if it becomes **unoccupied**.

B. Other insurance

If any **damage**, liability, costs or expenses covered by this policy is insured elsewhere, **we** will only pay **our** rateable proportion of any claim.

C. Subscribing Insurers' Several Liability

Your policy or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that U-Sure Insurance Services chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

Claims conditions

A.

Notification of claims

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your** broker or insurance intermediary and full details of the loss or **damage**.

Do not arrange any repairs or replacements until **you** have spoken to **us**.

1. Damage to property

In the event of **damage** to property likely to result in a claim **you** must

- a) as soon as practicably possible report to the police any theft, malicious damage, vandalism or loss of property (seven (7) days in the case of **damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances of malicious persons)
- b) advise **us** as soon as practicably possible and at **your** expense provide full written details and proofs that **we** require, and
- c) take all practicable steps to minimise **damage** and take all practical steps to recover lost property.

2. Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- a) advise **us** as soon as practically possible and provide full written details and any assistance that **we** require;
- b) as soon as practicably possible send to **us** any letter, writ, summons or other legal document issued against **you** without answering it; and
- c) not negotiate, pay, offer to pay, settle, admit or deny any claim without **our** written consent.

If **you** do not act in accordance with the requirements stated in paragraphs above it may impact **your** ability to make a claim under this policy.

B.

Conduct of claims

1. Our rights

In the event of a claim **we** may

- a) enter into and inspect any **buildings** where the **damage** has occurred and take charge of any damaged property; and
- b) take over and control any proceedings in **your** name, for **our** benefit, to recover compensation from any source or defend proceedings against **you**.

2. Recovery of lost or stolen property

If any lost property is recovered, **you** must let **us** know as soon as practicably reasonably possible by contacting **your** insurance broker. Alternatively **you** may contact **our** claims department on 01268 437750.

If the property is recovered before payment of the claim, **you** must take it back and **we** will pay for any **damage**.

If the property is recovered after payment of the claim it will belong to **us**, but **you** will have the option to retain it and refund any claim payment to **us**.

3. Underinsurance

If, at the time of any loss or **damage**, the sum insured for **buildings** and/or **contents** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen because of the shortfall in the sum insured.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 50% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 50% of any claim made by **you**.

4. Co-operation

You must co-operate fully with **us** and **our** appointed representative.

If **you** do not act in accordance with the requirement stated in paragraphs above it may impact **your** ability to make a claim under this policy.

5. Abandonment

Your property shall remain **yours** at all times. **We** will not take ownership of, accept liability for, sell or dispose of any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

Section 1A • Buildings

Your schedule states if this section is in force

Cover	We will not pay for
1. Fire, lightning, explosion or earthquake	
2. Smoke	a) damage resulting from anything happening gradually.
3. Storm, flood or weight of snow	a) damage caused by frost. b) damage to gates or hedges c) damage caused while the residence is unoccupied
4. Escape of water or oil from any interior fixed heating or domestic water installation	a) the first £500 of each claim. b) damage caused while the residence is unoccupied c) damage caused by water or oil escaping due to the failure or lack of grout and or sealant
5. Freezing or forcible or violent bursting to any fixed heating or domestic water installation at the residence	a) damage caused while the residence is unoccupied
6. Theft or attempted theft involving forcible and violent entry or exit	a) damage caused while the residence is unoccupied b) damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police
7. Riot, strike, labour or political disturbance or civil commotion	a) damage caused while the residence is unoccupied
8. Malicious persons or vandals	a) damage caused while the residence is unoccupied b) damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police
9. Subsidence or heave of the site upon which the buildings stand or landslip	a) the first £1,000 of each claim. b) damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis, courts unless the foundations beneath the external walls of the buildings are damaged at the same time and by the same cause. c) damage i) due to coastal or river bank erosion; ii) resulting from demolition, extension, structural alteration or structural repair to the buildings ; iii) resulting from faulty workmanship or the use of defective materials; iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the buildings are damaged at the same time and from the same cause; v) resulting from the bedding down of new structures on newly made up ground or settlement . d) loss in market value of the property.
10. Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals	a) damage caused while the residence is unoccupied

Section 1A • Buildings

Cover	We will not pay for
11. Falling trees or branches	a) damage to gates, fences or hedges. b) damage caused by felling or lopping of trees within the premises. c) damage caused while the residence is unoccupied
12. Falling satellite dishes, receiving aerials and their fittings or masts	a) damage caused to them. b) damage caused while the residence is unoccupied
13. Accidental breakage of fixed glass sanitaryware and ceramic hobs all forming part of the buildings	a) damage caused while the residence is unoccupied b) damage caused by chipping, denting or scratching.
14. Accidental damage to underground services to the residence for which you are legally liable	a) damage resulting from clearing or attempting to clear a blockage. b) damage resulting from wear and tear or anything that happens gradually. c) damage caused by chipping, denting or scratching.

Section 1B • Buildings

Cover	We will not pay for
01. Accidental damage to the buildings Extension option	a) damage specifically excluded elsewhere in this section b) damage caused by faulty workmanship or the use of defective materials c) damage caused by settlement or shrinkage of the buildings d) damage while the residence is unoccupied e) damage caused by ingress of water or oil due to failure or lack of sealant and or grout

Section 1C • Buildings

Your schedule states if this section is in force

Cover	We will not pay for
1) Additional costs and expenses Additional costs of: a) Architects', surveyors', and other professional fees; b) Clearing debris, demolition or shoring or propping up and c) Complying with government or local authority requirements as a result of damage insured by this section	a) In respect of paragraph a) fees incurred in the preparing of any claim under this policy b) In respect of paragraph c) costs for complying with requirements notified before damage occurred c) damage caused while the residence is unoccupied
2) Loss of rent and cost of temporary accommodation Up to 25% of the buildings sum insured over 24 months for a) Loss of rent payable to you ; b) any ground rent payable by you ; and c) the costs of temporary accommodation for the owner or lessee if it is not possible to live in the residence as a result of damage insured by this section	a) damage caused while the residence is unoccupied . b) for loss of rent after the residence is fit to be let out c) for loss of rent your tenant has not paid you
3) Damage to landscaped garden Up to £5,000 in any one period of insurance for the costs of restoring damage to landscape gardens caused but the emergency services while attending the residence as a consequence of damage insured by this section	a) damage caused while the residence is unoccupied
4) Clearance of drains Up to £2,500 each and every claim for the costs incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers or similar underground service areas for which you are responsible in consequence of any Cover insured by this section.	a) damage caused while the residence is unoccupied
5) Trace and access Up to £10,000 for costs of locating the source of damage caused by escape of water or oil at the residence , such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.	a) damage caused while the residence is unoccupied
6) Transfer of interest in the residence If you are selling the residence , the purchaser will have the benefit of this section during the period between exchange of contracts and completion, provided that the residence is not insured under any other policy.	a) damage caused while the residence is unoccupied
7) Reimbursement to owners or lessees If the buildings are occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, any person who is the owner or lessee of any flat managed by you will be treated as you for the purpose of this section.	a) damage caused while the residence is unoccupied
8) Contents in common parts The definition of buildings extends to include carpets, curtains, furniture and furnishings owned by you or for which you are responsible, whilst contained in the common parts of any one block of flats, subject to a limit of liability of £5,000 any one claim.	a) damage caused while the residence is unoccupied

Section 1C • Buildings

Your schedule states if this section is in force

Cover	We will not pay for
9) Public authorities The insurance by this section extends to include such additional cost of reinstatement of any lost or damaged buildings insured herein as may be incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of, any act of parliament, or with bye-laws of any municipal or local authority	a) damage caused while the residence is unoccupied b) the cost incurred in complying with any of the aforesaid regulations or bye-laws i) in respect of damage occurring before the granting of this additional cover; ii) in respect of damage not insured by this section; iii) under which notice had been served upon you before the happening of the damage; or iv) in respect of undamaged buildings or undamaged portions of buildings, other than foundations of that portion of the buildings lost or damaged c) the additional cost that would have been required to make good the buildings lost or damaged to a condition equal to its condition when new had the necessity to comply with any of the above regulations or bye-laws not arisen; or d) the amount of any rates, tax duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the buildings by the owner by reason of compliance with any of the above regulations or bye-laws This additional cover shall not amend the limit of liability provided by this section
10) Malicious Damage by Tenant Up to £5,000 for loss or damage caused deliberately by your tenants	a) for loss or damage that could be recovered by monies taken by you or your agent in the form of a bond or deposit b) for damage caused maliciously by you or any other person lawfully at the residence other than your tenant c) damage caused while the residence is unoccupied
11) Theft or attempted theft by Tenant Up to £5,000 for loss caused deliberately by your tenants	a) for loss or damage that could be recovered by monies taken by you or your agent in the form of a bond or deposit b) for loss where the residence has not been inspected by you or your representatives at least once every six months and a log of each inspection kept c) damage caused while the residence is unoccupied
12) Nest Removal Up to £1,000 for any amount you have to pay to professional contractors in tracing and removing animal and insect nests.	a) for removal of nests that existed before cover had commenced b) damage caused while the residence is unoccupied
13) Replacement Locks Up to £2,500 for any amount you have to pay to professional locksmiths in replacing locks to external doors at the residence following: a) loss of keys by you or your tenants b) attempted theft at the residence	a) damage caused while the residence is unoccupied
14) Emergency services Damage Up to £5,000 in any one period of insurance for the costs of restoring damage to a tenanted residence caused by the emergency services while attending the residence as a consequence of an emergency	a) damage caused while the residence is unoccupied

Section 1 • Buildings

Excess

The **excess** payable is specified in **your schedule**, this is the amount **you** pay to **us** in the event of a claim.

Special conditions

1. Reinstatement basis of payment

Subject to the provisions stated below, the basis upon which the amount payable in respect of any item to which this condition applies is to be calculated shall be the reinstatement of the property lost or damaged.

For this purpose reinstatement means

- a) the rebuilding or replacement of property that has been lost, provided that **our** liability is not increased, may be carried out
 - i) in any manner suitable to **your** requirements; or
 - ii) upon another site; or
- b) the repair or restoration of property damaged

in either case to a condition equivalent to, or substantially the same as, but not better or more extensive than, its condition when new.

Provided that

- a) **our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- b) if, at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property insured by any item subject to this condition exceeds its sum insured at the commencement of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured shall bear to the sum representing the whole of such property at that time; and
- c) no payment beyond the amount which would have been payable in the absence of this condition shall be made
 - i) unless reinstatement commences and proceeds without unreasonable delay;
 - ii) until the cost of reinstatement shall have been actually incurred; or
 - iii) if the property insured by any item at the time of its **damage** shall be insured by any other insurance~ effected by **you** or on **your** behalf, which is not upon the same basis of reinstatement.

Where **you** have chosen not to repair or replace an item, **we** will make a deduction for **wear and tear** and any depreciation or loss of value.

2. Day One Value basis

This condition only applies when Day One Value basis is stated against any item in the **schedule** applicable to this section.

- a) The premium on each item has been calculated on the declared value calculated by **you**. Declared value means **your** assessment of the cost of reinstatement of the property insured by any item arrived at in accordance with paragraph a) of Special condition 1 at the level of costs applying at the inception of the year of insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for
 - i) the additional cost of reinstatement to comply with public authority requirements;
 - ii) professional fees; and
 - iii) debris removal costs.

- b) At the inception of each year of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s).

In the absence of such declaration the declared value for the previous year of insurance shall be increased by a percentage determined by **us** and the resultant figure shall be taken as the declared value for the ensuing year of insurance.

- c) Proviso b) of Special condition 1 is amended to read as follows.

If at the time of **damage** the declared value of the property insured by such item be less than the cost of reinstatement (as defined above) at the inception of the year of insurance, then **our** liability for any **damage** shall not exceed that proportion thereof which the declared value bears to the cost of reinstatement.

Section 1 • Buildings

3. Subrogation waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against

- a) any company
 - i) in the relation of holding company or subsidiary to **you**; or
 - ii) which is a subsidiary of a parent company of which **you** are **yourself** a subsidiaryin each case within the meaning of the relevant companies' legislation current at the time of the **damage**.
- b) the **tenant** of any **building** insured by this section provided that
 - i) the **damage** did not result from a breach of the terms of the lease by the **tenant**;
 - ii) the **damage** did not result from a criminal, fraudulent or malicious act of the **tenant**; and
 - iii) the **tenant** contributes to the cost of insuring the **buildings** against the event which caused the **damage**.

Section 2A • Contents

Your schedule states if this section is in force

Cover	We will not pay for
1. Fire, lightning, explosion or earthquake	
2. Smoke	a) damage resulting from anything happening gradually.
3. Storm, flood or weight of snow	a) damage caused by frost. b) damage caused while the residence is unoccupied
4. Escape of water or oil from any interior fixed heating or domestic water installation	a) the first £250 of each claim. b) damage caused while the residence is unoccupied c) damage caused to the installation or appliance itself. d) damage caused by water or oil escaping due to the failure or lack of grout and/or sealant
5. Theft or attempted theft involving forcible and violent entry or exit	a) damage resulting from anything happening gradually. b) damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police
6. Riot, strike, labour or political disturbance or civil commotion	a) damage caused while the residence is unoccupied
7. Malicious persons or vandals	a) damage caused while the residence is unoccupied b) damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police
8. Subsidence or heave of the site upon which the buildings stand or landslip	a) damage due to coastal or river bank erosion. b) damage resulting from demolition, extension, structural alteration or structural repair to the buildings . c) damage resulting from faulty workmanship or the use of defective materials. d) damage resulting from the movement of solid wood floors, unless the foundations beneath the external walls of the buildings are damaged at the same time and from the same cause. e) damage resulting from the bedding down of new structures or structures on newly made up ground f) damage caused while the residence is unoccupied
9. Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals	a) damage caused while the residence is unoccupied
10. Falling trees or branches	a) damage caused by felling or lopping of trees within the premises . b) damage caused while the residence is unoccupied
11. Accidental breakage of ceramic hobs, mirrors, glass tops to furniture and fixed glass in furniture in the residence	a) damage caused while the residence is unoccupied
12. Accidental damage to satellite dishes, receiving aerials and their fittings and masts fixed to the residence	a) damage resulting from wear and tear or electrical or mechanical defect b) damage caused by cleaning, repair, restoration or use contrary to makers instructions c) damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police

Section 2 • Contents Additional Covers

Your schedule states if this section is in force

Cover	We will not pay for
1) Loss of Keys Up to £500.00 in any one (1) period of insurance for the costs of replacing locks and keys of alarms and safes installed in the residence and external doors and windows of the residence following loss or theft of keys.	a) damage caused while the residence is unoccupied
2) Metered water and heating oil Up to £1,000 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic water or heating installations in or on the residence .	a) damage resulting from anything happening gradually.
3) Loss of Keys Up to £5,000 for loss caused deliberately by your tenants .	a) for loss or damage that could be recovered by monies taken by you or your agent in the form of a bond or deposit b) for loss where the residence has not been inspected by you or your representatives at least once every six months and a log of each inspection kept a) damage resulting from anything happening gradually.

Section 2 • Contents

Claims settlement for contents

Provided that if, at the time of **damage**, the sum insured is not less than the full replacement cost, **we** will at **our** option

1. replace the items as new;
2. pay the cost of repair for items which can be economically repaired; or
3. pay the full replacement cost.

The full replacement cost is the cost of replacing all **contents** as new.

Where **you** have chosen not to repair or replace an item, **we** will make a deduction for **wear and tear** and any depreciation or loss of value.

The maximum amount payable by **us** for any one (1) claim

- a) in respect of **contents** not in the **residence** but within the boundaries of the **land** will be £250; or

The sum insured will not be reduced following payment of a claim.

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items forming part of a set, suite or other article of a uniform nature, colour or design, when **damage** occurs within a clearly identifiable area or to a specific part.

Excess

The **excess** payable is specified in **your schedule**, this is the amount **you** pay to **us** in the even of a claim.

Section 3 • Public liability

Your schedule states if this section is in force.

We will pay for the following.

A. Property owner's liability

1. **Your** legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental **damage** to property incurred;

as owner (not occupier) of the **buildings** and **land** insured by Section 1 of this policy;

If Section 1 - **Buildings** of this policy expires or is cancelled, cover under this paragraph A 1 b) shall continue for a period of seven (7) years in respect only of the **property**.

2. **Your** legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental **damage** to property incurred as owner of the **contents** insured by Section 2 of this policy.

Provided that **our** liability for any one claim or series of claims arising out of any one incident described in paragraphs 1 and 2 above shall not exceed £5,000,000 inclusive of **costs and expenses**.

B. Pollution

Despite paragraph 3 of General exclusion A of this policy, the cover provided by this section will include pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring provided that such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

Exclusions

We will not pay for the following.

1. Liability arising from accidental **injury** to **you** or any of **your** employees.
2. **Damage** to property which belongs to **you** or for which **you** are responsible.
3. Liability arising from the ownership or use of motor vehicles (other than gardening machines) or lifts (other than domestic stair lifts).
4. Liability arising from any profession, business or employment **you** are engaged in other than in connection with the ownership of the **buildings** and **land** or **contents**.
5. Liability arising from any agreement or contract unless liability would have applied anyway.
6. Liability arising from the passing on of any infectious disease, or any virus, syndrome or illness.
7. Compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.