



**HOMEOWNERS
POLICY WORDING
FOR
PROPERTY WHICH IS TENANTED**



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Vasek Insurance Services Limited is authorised and regulated by the Financial Conduct Authority

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YOUR HOMEOWNERS INSURANCE POLICY FOR PROPERTY WHICH IS TENANTED

This insurance provides cover for the sections specified in the **schedule** during the **period of insurance** for which **you** have paid, and **we** have accepted, **your** premium.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule** and the definitions on page 6. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under the contract reference number shown in the **schedule** and is based on the information provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important note below)

This policy wording, along with the schedule, endorsements and the statement of fact should be read together as one document and form the contract of insurance.

* Important Notice

The statement of fact containing the information supplied either orally, electronically or in writing by you or anyone acting on your behalf, upon which your premium was calculated, is the basis of your contract with the insurer. Your attention is drawn to the importance of the accuracy of the information supplied on the statement of fact. If you agree that the information is correct, please retain the statement of fact with your policy document (you must sign and date the statement of fact where indicated and retain for your records). If the information supplied is incorrect or missing please notify Vasek Insurance or your broker immediately, but no later than fourteen days after receipt. The revised information may result in a change to the premium quoted and / or the terms that apply to the policy or it may result in us being unable to continue this insurance and having to cancel the policy. Please note that if the information provided on the statement of fact is not complete and accurate then we may cancel your policy and refuse to pay any claim or your claim may be reduced and not paid in full.

Please read all the documents carefully to make sure they meet your requirements. If you decide that you do not wish to proceed then you may cancel this insurance by notifying the broker who sold you this insurance, or Vasek Insurance, within 14 days of either;-

- **The date you receive your insurance documentation, or**
- **The start of the period of insurance**

whichever is the later. Providing you have not made any claims we will refund the premium in full, but not any credit cards fees paid when you paid Vasek Insurance the premium.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 7, 8, 9 and 10. It is important that you read them carefully, as they apply at all times.

DATA PROTECTION ACT 1998

For the purpose of providing insurance and handling claim and complaints, if any it is understood by **you** that any information provided to **us** or **Vasek Insurance** regarding **you** will be processed by **us** and **Vasek Insurance** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently 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** policy or the handling of a claim, **you** should, in the first instance, contact **Vasek Insurance**. This can be by telephone, fax, email or online at www.vasek.co.uk

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Team. Their address is:

Complaints Team

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

Tel. 020 7327 5693
Fax. 020 7327 5225
Email. complaints@lloyds.com
Website: www.lloyds.com/complaints

Complaints that cannot be resolved by the Complaints Team may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

We will not be responsible for any complaints regarding companies other than **us** or **Vasek Insurance**.

This complaints procedure is without prejudice to **your** right to take legal proceedings.

ADMINISTRATION CHARGES

Vasek Insurance charge a small administration fee for arranging and amending policies. A scale of these charges can be found at www.vasek.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

YOUR TOTAL PEACE OF MIND

Lloyd's Underwriters and **Vasek Insurance** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter or **Vasek Insurance** 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 the 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, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage – damage caused by violent, unforeseen, external and visible means,

Bodily injury – damage to persons caused by accident or disease,

Deposit – the amount of money paid by the **tenant(s)** as a bond at the start of a tenancy agreement or one calendar months rent whichever is the greater,

Heave - Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home - the private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Insurer - this insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom. Both the Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority.

Please note that correspondence should not be directed to the above address, but must always go through the insurance broker who sold **you** this insurance or **Vasek Insurance**.

Landslip - Downward movement of sloping ground.

Period of insurance - the length of time for which this insurance is in force, as shown in the **schedule**,

Premises – the risk address which is named in the **schedule**,

Schedule – the printed document containing details of **you**, the **premises**, the sums insured, the **period of insurance**, the excess, the **insurer**, and any special terms which may apply,

Solar panels – photovoltaic modules, panels or systems professionally installed at the **home** for the purpose of generating an electrical supply,

Standard construction - built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Subsidence - Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Tenant(s) – any person(s) paying rent to **you** or who is/are allowed to occupy the **home** as a guest(s), or any leaseholder that occupies the **home** when **you** own the freehold,

Unoccupied – not having had the **tenant(s)** living at the **premises** overnight for more than 60 consecutive days however, where the previous **tenant(s)** were students this period of time is increased to 90 consecutive days,

We/us/our – the **insurer**,

You/your – the person(s) named in the **schedule**,

Vasek Insurance – the company who have been authorised by the **insurer** under a delegated authority, to transact insurance business on their behalf. **Vasek Insurance** are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309354.

GENERAL CONDITIONS WHICH APPLY TO THE WHOLE OF THIS INSURANCE

- A) i. **you** must ensure that all protections provided for the security of the **home**, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the **period of insurance**, and are in full and effective operation and use when the **tenant(s)** have permanently vacated the **home**,
- ii where there is a statutory or regulatory requirement for the **home** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,
- if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- B) **you** must ensure that the **home** is adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **home** being insecure will not be covered,
- C) **you** must comply with all regulations/statutory conditions regarding the letting of the **home** including, but not limited to:-
- i) the number of persons legally allowed to reside at the **home**,
- ii) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended),
- iii) having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **home**,
- if **you** fail to comply with this condition **your** claim will be void and not paid,
- D) it is a condition precedent to **our** liability that all gas appliances fitted at the **home** are serviced, by an individual registered with the Gas Safe Register, on an annual basis, **you** must also ensure that a valid Landlord Gas Safety Record (also known as a CP12 certificate) is in place at all times when the **home** is let to **tenant(s)** and keep all records for a minimum of 2 years, **we** will request sight of these if **you** wish to make a claim. If **you** fail to comply with any part of this condition precedent then this insurance policy will be void,
- E) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **home** in a good state of repair, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- F) **you** must notify us, by way of a claim form, of all incidents that may give rise to a claim. If the incident is as a direct result of loss, theft, riot or any malicious act **you** must report the incident to the police within 24 hours of the date **you** became aware of the incident and then obtain a crime reference number, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- G) **you** must forward to us, by registered post and within 3 working days, any writ, summons or other legal document served on **you** in connection with a claim or possible claim, **you** must not answer any correspondence, admit, deny or negotiate any claim without **our** prior written consent, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- H) **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim,
- I) **you** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them,
- J) **you** must take all reasonable care to limit any loss, damage or injury,
- K) it is a condition precedent to **our** liability that **you** must sign and date the Statement of Fact which confirms **your** acceptance of the details contained within it,

- L) if **you** or **your** representative makes a claim under this insurance knowing the claim to be false, fraudulent or intentionally exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage caused by **your** wilful act or connivance then **your** claim will be void and not paid, any other claim which has been or will be made under this insurance will also be void and not paid. **We** may at **our** option declare **your** insurance void, **we** shall be entitled to recover from **you** the amount of any claim already paid under this insurance since the last renewal date, **we** shall not return any premium, **we** may inform the Police of the circumstances,
- M) if any premium that is due has not been paid at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- N) **we** or **our** representatives will be entitled to enter the **home** or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense,
- O) **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,
- P) this policy is subject to English law and any disputes in connection with this policy will be subject to English Courts, if there is any dispute as to which law applies, it will always be English law,
- Q) **we** can cancel this insurance by giving **you** 14 days notice in writing, which **Vasek Insurance** will send to the address shown in the **schedule** or to **your insurance broker**. **We** will return a proportion of **your** premium on a pro rata basis. **You** can also cancel this insurance at any time during the **period of insurance** by giving **Vasek Insurance** 7 days notice or 7 days notice via **your insurance broker**. **We** will return a proportion of **your** premium on a pro rata basis less an administration charge of £20. No return of premium will be given if a claim has occurred during the **period of insurance**
- R) **you** must notify **us** before any alterations, extensions or renovations take place at the **premises**. **You** do not need to notify **us** about internal alterations at the **premises**.

GENERAL EXCLUSIONS WHICH APPLY TO THE WHOLE OF THIS INSURANCE

We will not cover:

- A) 1) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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 **premises** by or under the order of any government or public or local authority,
- C) any loss or damage caused directly or indirectly by any criminal activity at the **premises** by the **tenant(s)**, except as covered by Additional Cover 18 "Unauthorised Alterations".
- D) loss, damage or liability resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets,
- E) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,
- F) any loss or damage occurring before cover commenced,
- G) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**, other than **your tenant(s)**
- H) the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform natural colour or design, when damage occurs within a clearly identifiable area or to a specific part,
- I) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,
- J) any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials,
- K) any claim that is lower than the excess, as stated in the **schedule**,
- L) any loss or damage as a result of poor maintenance or wear and tear at the **premises**,
- M) any loss, damage or liability arising out of the activities of contractors, for the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman,
- N) or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**.
- O) any loss or damage that could be paid for by monies recoverable by **you** from the **tenant(s) deposit**.

- P) Damage occasioned by or happening through or in consequence directly or indirectly of:
- a. terrorism regardless of any other cause or event contributing concurrently or in a any other sequence to the loss, and;
 - b. in Northern Ireland civil commotion

This policy also excludes damage or loss resulting from damage directly or indirectly caused by, resulting from, or in connection with any action aimed in controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland terrorism means:

Acts of persons acting on behalf of or in conjunction with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland terrorism means:

Any act including, but not limited to, the use of force or violence or the threat of any person of group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- a. Influence any government or any international government organisation, or
- b. Put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of providing that such damage or loss is covered shall be upon the insured.

Q) **Electronic data exclusion clause**

We will not cover

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

R) **The 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 the Act.

S) **Financial Sanctions**

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

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Vasek Insurance** claims department as soon as possible. This can be by telephone, fax, email or online at www.vasek.co.uk

Vasek Insurance Claims Department
30-34 Hounds Gate
Nottingham
NG1 7AB

Tel: 0115 950 5052

Fax: 0115 947 5514

Email: claims@vasek.co.uk

Website: www.vasek.co.uk

At the time of making a claim, **you** will be asked:-

- The name of the insurance broker who sold **you** this insurance;
- The policy number stated on **your schedule**;
- Full details of the claim
- For the statement of fact that **you** signed and retained at the inception of this policy.

A claim form will be issued to **you** which must be returned fully completed along with at least two separate independent estimates or quotations for any damage or items **you** are claiming, this will be at **your** expense.

We may need to arrange an inspection of **your premises** by an independent loss adjuster, this will be at **our** expense.

In the event of loss, theft, riot or any malicious act **you** must report the incident to the police within 24 hours of the date **you** became aware of the incident and then obtain a crime reference number, otherwise **your** claim may be void.

BUILDINGS SECTION

Buildings are:

- the main structure of the **home** and its permanently fitted fixtures and fittings, but only if they are owned by **you**,
- its domestic outbuildings and private garage(s),
- terraces, patios, paths and drives,
- walls, gates, fences, hedges, lamp-posts and railings,
- swimming pools, permanently fitted hot tubs and tennis courts,
- permanently fitted central heating/fuel tanks, septic tanks and cesspits,
- permanently fitted **solar panels**,
- permanently fitted flooring, which **you** own, but not carpets.

All within the **premises** named in the **schedule**

Buildings are not:

- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **premises**,
- carpets.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the **buildings** of the **premises**.

INSURED EVENTS

1. **Fire, lightning, earthquake or explosion**
2. **Storm or flood**, but not to domestic fixed fuel tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios, terraces, gates, hedges, fences, railings or for loss or damage caused by **subsidence**, **landslip** or ground **heave** other than as covered under insured event 11 of this section
3. **Escape of water from any fixed appliance, pipe or tank, plus damage to these caused by frost**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
4. **Escape of oil from any fixed appliance, pipe, or tank**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
5. **Theft or attempted theft**, but only if caused by forcible and violent entry to or exit from the **home**
6. **Riot**
- 7a. **Malicious damage**, but not if caused by **you** or any person(s) lawfully at the **home**
- 7b. **Malicious damage caused by your tenant(s)**, but not for any amounts that are recoverable by **you** from the **tenant(s) deposit** or for damage caused by wear and tear
8. **Collision with the property by aircraft, animals or vehicles**,
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**

11. **Subsidence, landslip or ground heave of the site on which the property stands,**
but not:
- a) to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **home** is affected at the same time, and by the same peril,
 - b) damage caused by coastal or river erosion,
 - c) whilst the **home** is undergoing any structural repairs, alterations or extensions,
 - d) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations or faulty workmanship,
 - e) damage to solid floor slabs unless the foundations of the external walls of the **home** are damaged at the same time and by the same cause,
 - f) if the **home** has previously suffered damage by **subsidence, landslip** or ground **heave**, unless **you** have disclosed this and it has been accepted by **us** in writing,
 - g) the excess shown in the **schedule**.

ADDITIONAL COVER

12. **Theft or attempted theft by your tenant(s)** – **we** will also provide cover up to £5,000 per incident in respect of theft or attempted theft by **your tenant(s)** but not for any amounts that are recoverable by **you** from the **tenant(s) deposit**. For this cover to be effective the **home** must be inspected by either **you** or **your** appointed representative at least once every six months and records of such inspections kept.
13. **Accidental damage** – **we** will also provide cover for accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen units, forming part of the **building**.
14. **Underground services** – **we** will also provide cover for damage caused by external and visible means from a single identifiable event to any underground water or gas main, sewer or drain pipe, underground electricity or telephone cable, all of which extend from the home to the public supply and for which **you** are legally liable, but not for damage to any land drainage pipe or the cost of clearing any blocked drain, drainage or sewer pipe.
15. **Loss of rent or alternative accommodation** – **we** will also provide cover, if the **home** becomes uninhabitable following loss or damage caused by any insured event, for:-
i) the amount of rent due to be paid to **you** which is lost, and
ii) the reasonable cost of similar accommodation for **your tenant(s)**, and
iii) the amount of ground rent payable by **you**
but only in respect of the period reasonably necessary to repair the **home**.
The maximum amount payable by **us** is 100% of the **building** sum insured.
16. **Trace and access** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in locating the source of any leak which may occur from any fixed water tanks, apparatus or pipes and the necessary and reasonable costs **you** may incur in re-instating the **home** back to its original condition – all during the **period of insurance** up to 10% of the building sum insured.
17. **Unauthorised alterations** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in reinstating the **home** back to its original condition immediately prior to the current rental period if **your tenant(s)** alters or changes the structure of the **home** without **your** knowledge or consent. The maximum **we** will pay for all damage caused as a direct result of the unauthorised alteration during the **period of insurance** is 10% of the building sum insured. For this cover to be effective the **home** must be inspected by either **you** or **your** appointed representative at least once every six months and records of such inspections kept.
18. **Additional expenses** – **we** will also provide cover to pay the necessary and reasonable expenses that **you** incur following loss or damage to the **home** by an insured event in respect of removal of debris, demolition, shoring or propping up, architects, surveyors, structural engineers or legal fees and the fees for complying with any government or local authority requirement, but not any fee for preparing a claim or estimate.

19. **Replacement Locks** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in replacing the locks to external doors at the **home** (including final exit doors for individual flats following):-
- i) theft of keys from **your** place of business or **your** own private home or the private home of **your** employee, or
 - ii) theft of keys from the insured **home**, or
 - iii) theft of keys following a Mugging against **you**, **your** employee or **tenant(s)**
 - iv) loss of keys by **you**, **your** employee or **tenants(s)**
- All during the **period of insurance** up to £5,000 in total.
20. **Landscaped gardens** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in re-instating the gardens at the **premises** back to their original condition following damage caused by the Emergency Services attending the **premises** due to an insured event under this policy. All during the **period of insurance** up to £25,000 in total.
21. **Fire extinguisher expenses** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following damage at the **home** by an insured event. All during the **period of insurance** up to £5,000 in total.
22. **Unauthorised use of services** – **we** will also provide cover for the costs **you** may incur following the unauthorised use of electricity, gas or water at the **home** by persons occupying the **home** without **your** authority or consent provided that **you** take all reasonable steps necessary to terminate such services immediately **you** become aware of such occupation. All during the **period of insurance** up to £5,000 in total.
23. **Emergency access expenses** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in repairing damage caused to the **home** by any of the Emergency Services caused by forced entry to the **home** to deal with a medical emergency or to prevent damage at the **premises**, including the actions of the Police.
All during the **period of insurance** up to £5,000 in total.
24. **Closed circuit television systems** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in repairing **accidental damage** to closed circuit television systems at the **home**. All during the **period of insurance** up to £5,000 in total.
25. **Index linking** – **we** will increase **your** sum insured each year in line with the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors. For **your** added protection should the index fall below zero **we** will not reduce the sum insured.

ACCIDENTAL DAMAGE TO BUILDINGS

This insurance has been extended to include **Accidental Damage** cover to the **buildings** section of this policy if the **schedule** shows that it is included but not:-

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under the **buildings** section
- b) for the **buildings** moving, settling, shrinking, collapsing or cracking
- c) for damage while the **home** is being altered, repaired, cleaned, maintained or extended
- d) for damage to outbuildings and garages which are not of **standard construction**
- e) for the cost of general maintenance
- f) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- g) for damage arising from faulty design, specification, workmanship or materials
- h) for damage from mechanical or electrical faults or breakdown
- i) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- j) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- k) for any damage caused by or contributed to by or arising from any kind of pollution and or contamination

SETTLING CLAIMS

We will decide whether to repair, replace or reinstate the lost or damaged building, but not so that it is better or more extensive than immediately prior to the incident giving rise to the claim. Where **we** have agreed that the building will not be repaired, replaced or reinstated following loss or damage, **we** will make a deduction for wear and tear.

UNDER INSURANCE

If **you** are under insured, which means the sum insured is not adequate enough to rebuild the **home** at the time of the loss or damage, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of rebuilding the **home**, **we** will only pay one half of the cost of **your** claim.

EXCESS

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule**.

AUTOMATIC REINSTATEMENT

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us** and **you** pay any additional premium that may be required by reinstatement. In the event that **you** cancel any coverages under this insurance that have been subject of automatic reinstatement following a claim there will be no return of premium.

CONTENTS SECTION

Contents are:

- household goods within the **home**, which **you** own or which **you** are legally liable for,
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **premises**,
- items in outbuildings, garages or sheds, which are situated within the boundaries of the **premises**, up to £500 in total
- loss of metered water or domestic oil in a fixed oil tank up to £1,000 which **you** have paid for and are legally liable for,
- carpets but not permanently fitted flooring,

Contents are not:

- motor vehicles, caravans, aircraft, trailers or watercraft or their accessories,
- any living creature,
- any part of the structure, decorations or permanent fixtures and fittings at the **home**,
- any item(s) insured under any other insurance,
- gold, silver, gold and silver plated articles, jade, jewellery, furs, objet d'art or fine art, unless agreed by **us** and shown in the **schedule**.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the **contents** of the **premises**.

INSURED EVENTS

1. **Fire, lightning, earthquake or explosion**
2. **Storm or flood**, but not to **contents** in the open
3. **Escape of water from any fixed appliance, pipe or tank**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
4. **Escape of oil from any fixed appliance, pipe or tank**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
5. **Theft or attempted theft**, but only if caused by forcible and violent entry to or exit from the **home**
6. **Riot**
- 7a. **Malicious damage**, but not if caused by **you** or any person(s) lawfully at the **home**
- 7b. **Malicious damage caused by your tenant(s)**, but not for any amounts that are recoverable by **you** from the **tenant(s) deposit** or for damage caused by wear and tear
8. **Collision with the property by aircraft, animals or vehicles**
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**
11. **Subsidence, landslip or ground heave of the site on which the property stands**, but not:
 - a) damage caused by coastal or river erosion,
 - b) whilst the **home** is undergoing any structural repairs, alterations or extensions,
 - c) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship,
 - d) if the **home** has previously suffered damage by **subsidence, landslip** or ground **heave**, unless **you** have disclosed this and it has been accepted by **us** in writing,

ADDITIONAL COVERS

12. **Accidental damage** – **we** will also provide cover for **accidental damage** to televisions, satellite decoders, audio and video equipment, radios, dvd and video cassette recorders used for domestic purposes all within the **home**, but not for damage to tapes, records, cassettes, discs or any software, or for mechanical or electrical faults or breakdown.
13. **Loss of rent** – **we** will also provide cover, up to 20% of the **contents** sum insured if the **home** becomes uninhabitable following loss or damage caused by any insured event for the amount of rent due to be paid to **you** which is lost, but only in respect of the period reasonably necessary to repair the **home**.
14. **Mirrors and glass in furniture** – **we** will also provide cover for accidental breakage of mirrors, glass in furniture or ceramic hobs in unfixed kitchen appliances.
15. **Theft or attempted theft by your tenant(s)** – **we** will also provide cover up to £5,000 per incident in respect of theft or attempted theft by **your tenant(s)** but not for any amounts that are recoverable by **you** from the **tenant(s) deposit**. For this cover to be effective the **home** must be inspected by either **you** or **your** appointed representative at least once every six months and records of such inspections kept.

ACCIDENTAL DAMAGE TO CONTENTS

This insurance has been extended to include **Accidental Damage** cover to the **contents** (within the **home**) section of this policy if the **schedule** shows that it is included but not:-

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under the **contents** section
- b) for damage to **contents** within garages and outbuildings
- c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- d) for damage caused by chewing, tearing, scratching or fouling by animals
- e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles
- f) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- g) for damage arising out of faulty design, specification, workmanship or materials
- h) for damage from mechanical or electrical faults or breakdown
- i) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- j) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

We will decide whether to repair or replace any item that is lost or damaged, if it cannot be repaired or replaced **we** will pay the cost of an equivalent replacement. For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, but only if the new item is as close as possible to but not an improvement on the original item and **we** have authorised the replacement.

UNDER INSURANCE

If **you** are under insured, which means the cost of replacing or repairing the contents, as new, 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, as new, **we** will only pay one half of the cost of replacement or repair.

EXCESS

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule**.

AUTOMATIC REINSTATEMENT

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us** and **you** pay any additional premium that may be required by reinstatement. In the event that **you** cancel any coverages under this insurance that have been subject of automatic reinstatement following a claim there will be no return of premium.

PROPERTY OWNERS LIABILITY

This section of the policy only applies to any **premises** where the **buildings** are insured.

We will cover **you** for **your** legal liability as **home** owner for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £5,000,000, unless shown differently in the **schedule**, plus the costs and expenses which **we** have agreed to pay.

LEGAL LIABILITY AS OCCUPIER OR LANDLORD

This section of the policy only applies to any **premises** where the **buildings** and/or **contents** are insured.

We will cover **you** for **your** legal liability as a result of **your** actions if **you** are or had been the **property** occupier for amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening in the **property** or at the **premises** during the **period of insurance**.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £5,000,000, unless shown differently in the **schedule of cover**, plus the costs and expenses which **we** have agreed to pay.

We will not cover **you** under Property Owners Liability or Legal Liability as Occupier for any liability:

- 1) for **bodily injury** to you, any member of **your** family or any person who at the time of sustaining such injury is engaged in **your** service or employed by you,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) arising out of any criminal or violent act to another person or property,
- 4) for damage to property owned by or in the charge or control of you, any member of **your** family or any person engaged in **your** service or employed by you,
- 5) arising directly or indirectly out of any profession, occupation, business or employment, other than **your** direct liability as a landlord to **your tenant(s)**,
- 6) which **you** have assumed under contract and which would not otherwise have attached,
- 7) arising out of **your** ownership, possession or use of:
any motorised or horse drawn vehicle, other than domestic gardening equipment used at the **premises**,
any power-operated lift,
any aircraft or watercraft other than manually operated rowing boats, punts or canoes,
any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991,
- 8) 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 at the **premises** during the **period of insurance** and is reported to us, in writing, no later than 30 days from the end of the **period of insurance**;
in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident,
- 9) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the boundaries of the **premises**,
- 10) if **you** are entitled to indemnity under any other insurance, (until such insurance(s) is/are exhausted),
- 11) arising from the Third Party Wall etc Act 1996.

DEFECTIVE PREMISES ACT 1972

We will also provide cover for damages, costs and expenses in respect of **your** legal liability under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975 for any property previously owned or leased by you, that was used for residential purposes, provided that **you** no longer own the property and such liability is not otherwise insured elsewhere.

We will not cover **you** for any liability:

- 1) for any liability if **you** are entitled to indemnity under any other insurance
- 2) for the cost of repairing any fault or alleged fault
- 3) for any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest
- 4) for any incident which happens more than 7 years after the last day of insurance period in respect of any home previously insured by **us** and owned and occupied by **you**
- 5) for anything owned by or the legal responsibility of **your** family
- 6) for injury, death, disease or illness of any of **your** family (other than your domestic employees who normally live with you)
- 7) for liability arising from any employment, trade, professional or business of any of **your** family
- 8) for liability accepted by any of **your** family under any agreement, unless the liability would exist without this agreement
- 9) for liability arising from the Third Party Wall etc Act 1996

ACCIDENTS TO DOMESTIC STAFF

This section of the policy only applies to any **premises** where the **contents** are insured,

We will cover **you** for any amounts **you** become legally liable to pay for accidental **bodily injury** to **your** domestic staff employed in connection with the **home** anywhere in the world during the **period of insurance**, plus the costs and expenses which **we** have agreed to pay.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £10,000,000, unless shown differently in the **schedule**, plus the costs and expenses which **we** have agreed to pay.

We will not cover **you** for any liability:

- 1) for **bodily injury** arising directly or indirectly from any vehicle,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) for **bodily injury** arising directly or indirectly in connection with **your** profession, occupation, business or employment,
- 4) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**,
- 5) for **bodily injury** arising directly or indirectly from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation,



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