

Unoccupied Residential Property Policy Wording

Underwritten by
AmTrust Europe Limited

Version 5



ABACUS

Unoccupied Residential Property Policy Wording

Underwritten by Certain Underwriters as identified on the Schedule

Version 5 - 1st April 2018

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Introduction

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

When drawing up this policy wording and **schedule**, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

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

In this policy wording and **schedule**, **we** bind ourselves severally and not jointly, that is, in the event of a loss, each insurer is liable only for their own share of the insurer's proportion of the risk.

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

Your Policy

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

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

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

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

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

Financial Services Compensation Scheme

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

Law and Jurisdiction Applicable to this Insurance

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

Definitions

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

Accidental Damage	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
Bodily injury	Bodily injury includes death or disease.
Broker	The insurance broker /agent who placed this insurance on your behalf.
Buildings	<ul style="list-style-type: none">• The home and its decorations• fixtures and fittings attached to the home• permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally liable within the premises named in the schedule.
Contents	<p>Household goods and personal property, within the home, which are your property or which you are legally liable for.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• carpets and unattached wood/laminated flooring• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• permanently sited (but not fixed) hot tubs and spas• property in the open but within the premises up to £250 in total other than: permanently sited (but not fixed) hot tubs and spas• radio/television aerials, satellite dishes, their fittings and masts which are attached to the home• unattached fixtures and fittings awaiting installation to the buildings• domestic oil in fixed fuel oil tanks up to £1,000 <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property held or used for business purposes• any property insured under any other insurance• money• deeds and registered bonds and other personal documents• stamps or coins forming part of a collection• gold, silver, gold and silver plated articles• clothing, baggage, sports equipment and other similar items normally carried about the person• jewellery• furs• pictures• works of art• pedal cycles
Endorsement	A change in the terms and conditions of this insurance identified in the schedule .
Flood	An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and/or the overflowing of water onto land that is dry arising as a direct consequence of storm .

Definitions (continued)

Good state of repair	The private dwelling is secure, structurally sound, weatherproof, with no evidence of dry rot, rising damp or infestation and there is no damage to the roof or chimney.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none">• current legal tender, cheques, postal and money orders• credit cards, charge cards, debit cards and cash dispensing cards• postage stamps not forming part of a stamp collection• savings stamps and savings certificates and travellers' cheques• premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The risk address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Standard Construction	Built solely of brick, stone or concrete (but not prefabricated walls or panels) and is either flat-roofed or roofed with slate, tile, concrete or metal (providing the metal portion of the roof does not exceed 15%).
Storm	Rain and/or hail and/or snow (including weight of snow) and/or strong winds of 41Knots/47mph or more (Beaufort Scale number 9).
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Terrorism	An act, including but not limited to 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, or any section of the public, in fear.
Unoccupied	Any building or part of building or flat which is empty &/or disused &/or unfurnished &/or untenanted &/or where there is no lease in active use.
We/us/our	The Underwriters (either individual or corporate) who have a share in this insurance as shown in the schedule .
You/your	The person or persons named in the schedule .

General Conditions applicable to the whole of this insurance

A) Your Duties

1. **You** must take all steps to prevent loss, damage or an accident and keep the **buildings** in a **good state of repair**.
2. **You** must tell **your broker** immediately if the **home** becomes let under different circumstances or the nature of tenancy alters from that originally disclosed. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

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

B) Multi Property

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

C) Privacy and Data Protection Notice

Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit our website at www.amtrusteurope.com.

How We Use Your Personal Data And Who We Share It With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure Of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions) to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the

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

insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International – please see website for full address details.

D) Subjectivity Clause

At the inception of or during each **period of insurance**, the insurance provided by this policy wording and **schedule** is subject to **you**:

- a) i. providing **us** with any additional information
- ii. completing any actions agreed between **you** and **us**
- iii. allowing **us** to complete any actions agreed between **you** and **us**.
- b) If required by **us**, allowing **us** access to the **premises** and/or the business to carry out survey(s) and **your** compliance with any risk improvements identified.

If this is the case, then the **schedule** will clearly state the information required and/or the actions to be completed and the dates **we** require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) **we** may, at **our** option:

- i. modify **your** premium
- ii. amend the terms and conditions of this policy
- iii. require **you** to make alterations to the **premises** and/or to comply with any risk improvements identified
- iv. exercise **our** right to cancel **your** policy (see cooling off/cancellation rights, Page 8)
- v. leave the policy terms, conditions and premium unaltered.

If **we** proceed with any of the options i. ii. and iii. above, **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

E) Non Invalidation Condition

This insurance by this section shall not be invalidated by any act, omission or alteration whereby the risk of damage is increased, unknown to **you** or beyond **your** control, which increases the risk of loss or damage to the **home**, provided that **you** were unaware of such action. **You** must tell **your broker** as soon as **you** become aware of any action that has been taken to increase the risk of loss or damage and **you** may also have to pay an extra premium. However, this clause does not override any specific exclusions or clauses.

F) Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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

G) Cooling Off Period

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

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

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

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

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

H) Cancellation

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:
 - Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 10 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;
 - Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
 - Where **we** reasonably suspect fraud; or
 - Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

I) Index-Linking Clause

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

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

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

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

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

J) Complaints Procedure

Please see **your schedule**.

K) Claims Notification

Please see **your schedule**.

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

L) Reliance on Information Supplied

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

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

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

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition on Page 8.

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

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

M) Unoccupancy Conditions

If the **home** is **unoccupied** it is a condition of the policy that **you** must comply with the following:-

- The water must be switched off at the mains and the water system drained OR the heating must be maintained at a minimum 15 degrees Centigrade or 58 degrees Fahrenheit at all times
- The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the **home**
- Any tanks containing fuel or other inflammable liquid must be drained and purged within the first 30 days of vacancy unless used to maintain heating of the **home**
- The **home** must be inspected both internally and externally at least once every 30 days by either **you** or **your** representative. A visit record of dates, times and any observations must be recorded in a central inspection record; presentation of which will be required in the event of a claim
- All waste refuse and other disused combustible material including accumulated mail will be cleared internally and externally from the **home** and removed from the **premises** at least once every 30 days
- Advise **your broker** as soon as the property tenancy status alters.

N) Security Protections At The Home Condition

It is **your** duty to ensure that when unattended the **home** is secured against entry, all protections provided for the security of the **home** must be:

- maintained in working order
- in full and effective operation whenever the property is unattended

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

You must advise **your broker** as soon as the property tenancy status alters.

O) Average (Underinsurance) Clause

The Sums Insured by any item for **buildings** or **contents** are declared to be separately subject to Average. Average means that if at the time of damage the sum insured for any item is less than the value of the item covered by such sum insured, the amount payable by **us** will be proportionately reduced.

Q) Contractors Condition

The following restriction applies to the **home** whilst renovations works are being carried out:-

- i) The property must be secured against unauthorised entry and be wind/weather proof when left **unoccupied** .

Failure to comply with this condition may result in the insurance becoming invalid

General Exclusions applicable to the whole of this insurance

A) Nuclear Reaction, Nuclear Radiation or Radioactive Contamination

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
2. Any legal liability of whatsoever nature, or death or injury to any person directly or indirectly caused by or contributed to, by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

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

B) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C) Existing &/or Deliberate Damage

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you**, any member of **your** family, or any person acting on **your** instruction.

D) Indirect Loss or Damage

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

E) Electronic Data Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
 2. 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 set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

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

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

G) Biological and Chemical Contamination Clause

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever;
 2. any legal liability of whatsoever nature
 3. death or injury to any person
- directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
- **terrorism**, and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

For the purposes of this exclusion "**terrorism**" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear

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

H) Diminution in Value

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

I) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

J) Contractors Exclusion Clause

This insurance does not cover loss, damage or liability arising directly or indirectly from the activities of contractors. For **your** own protection the contractor should have a current public liability policy in force with a minimum limit of indemnity of £1,000,000.

K) Domestic Pets, Insects or Vermin

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

L) Sonic Bangs

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

M) Faulty Design, Specification, Workmanship, Materials or Installation

We will not pay for loss or damage arising from faulty design, specification, workmanship, manufacture, materials or installation.

Claims Conditions applicable to the whole of this insurance

Your Duties

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

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

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

How We Deal With Your Claim

1. Defence of Claims

We may:

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

2. Other Insurance

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

3. Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

Buildings

Perils available

What is not covered

<p>This insurance only covers the buildings for loss or damage directly caused by the insured perils as stated under the operative section of your schedule:</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £100 of every claim</p>
<p>3. storm, flood or weight of snow</p>	<p>a) the first £100 of every claim b) for loss or damage caused by frost or by subsidence, heave or landslip other than as covered under Section One – Buildings, peril 9 c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, gates and fences</p>
<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>a) the first £500 of every claim b) for loss or damage caused by subsidence, heave or landslip other than as covered under Section One - Buildings, peril 9 c) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, fixed hot tubs and fixed spas d) for the appliance or system from which the water escaped</p>
<p>5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>a) the first £100 of every claim b) for loss or damage to the appliance or system from which the oil escaped</p>
<p>6. theft or attempted theft</p>	<p>a) the first £100 of every claim b) for loss or damage within the home unless the loss or damage is caused by violent and forcible entry or by deception c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>the first £100 of every claim</p>

Buildings (continued)

Perils available

What is not covered

<p>This insurance only covers the buildings for loss or damage directly caused by the Insured perils as stated under the operative section of your schedule:</p>	<p>We will not pay</p>
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) the first £1,000 of every claim b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage caused by coastal erosion f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<ul style="list-style-type: none"> a) the first £100 of every claim b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
<p>11. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> a) the first £100 of every claim b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage to gates and fences

Buildings (continued)

Extensions available

What is not covered

<p>This insurance only covers the buildings for loss or damage directly caused by the insured extensions as stated under the operative section of your schedule:</p>	<p>We will not pay</p>
<p>A) the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the home</p>	<p>a) the first £100 of every claim b) for damage caused by chipping, denting or scratching c) for plate glass windows and shopfronts</p>
<p>B) the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for</p>	<p>a) the first £100 of every claim b) for loss or damage to any part of the cables or service pipes within the buildings</p>
<p>C) financial loss due to:</p> <ul style="list-style-type: none"> • loss of rent due to you which you are unable to recover <p>Or, alternatively,</p> <ul style="list-style-type: none"> • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for <p>while the buildings cannot be lived in following loss or damage to the buildings which is covered under Section One</p>	<p>a) any amount over 20% of the sum insured for the buildings damaged or destroyed b) for loss of rent arising from the tenants leaving the buildings without giving you notice c) rent the tenants have not paid d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim e) for loss of rent or any other expenses you must pay to the letting agent f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation g) for loss of rent after the home is fit to be let out h) for loss of rent for more than 12 months</p>
<p>D) expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under Section One</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One – Buildings, peril 4</p>	<p>more than £750 in any period of insurance. If you claim for such loss under Section One - Buildings and Section Two - Contents, we will not pay more than £750 in total</p>

Buildings (continued)

Extensions available

What is not covered

<p>This insurance only covers the buildings for loss or damage directly caused by the insured extensions as stated under the operative section of your schedule:</p>	<p>We will not pay</p>
<p>F) anyone buying the home who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>G) trace and access cover – if there is a leak from your fixed water or oil tanks, apparatus or pipes we will pay for the expenses you incur in locating the source of the leak and making the necessary repairs</p>	<p>more than £5,000 in total during the period of insurance</p>
<p>H) emergency access – we will indemnify you for the costs incurred following damage to the insured premises or destruction to external landscaping caused by the emergency services or persons acting under their control in gaining access to the insured premises as a result of concern for the welfare of the Tenant(s) and/or to mitigate damage to the premises caused by an insured peril applicable under Section One – Buildings.</p>	<p>a) more than £5,000 in total during the period of insurance b) damage caused by the police in the course of a criminal investigation or as a result of unlawful activities at the premises or occurring elsewhere</p>

Buildings (continued)

Section One – Buildings – Settling Claims

Conditions that apply to Section One - Buildings only

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

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

Your sum insured

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

Limit of insurance

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

Contents

Perils available

What is not covered

<p>This insurance only covers the contents for loss or damage directly caused by the insured perils as stated under the operative section of your schedule:</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £100 of every claim</p>
<p>3. storm, flood or weight of snow</p>	<p>a) the first £100 of every claim b) for property in the open</p>
<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>the first £500 of every claim</p>
<p>5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>the first £100 of every claim</p>
<p>6. theft or attempted theft</p>	<p>a) the first £100 of every claim b) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception c) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police.</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>a) the first £100 of every claim b) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police .</p>

Contents (continued)

Perils available

What is not covered

This section of the insurance also covers	We will not pay
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>a) the first £100 of every claim b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion</p>
<p>10. falling trees, telegraph poles or lamp-posts</p>	<p>a) the first £100 of every claim b) for loss or damage caused by trees being cut down or cut back within the premises</p>

Contents (continued)

Section Two – Contents – Settling Claims

Conditions that apply to Section Two - Contents only

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

1. If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section Two.
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close a possible to, but not an improvement on, the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacementThe above basis of settlement will not apply to:
 - household linen and clothing
 - pedal cycles
 - property not proved to be less than 1 year old at the time of the loss
 - any item not repaired or replacedwhere **we** will take off an amount for depreciation.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

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

Limit of insurance

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

Legal Liability to the Public

This section applies only if the **schedule** shows that the **buildings** are insured under Section One.

Part A and Part B of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner of the **buildings** only but not as occupier is covered
- If the **contents** only are insured, **your** legal liability as owner of the **contents** and if **you** have advised **us you** reside at the **building** also as the occupier is covered
- if the **buildings** and **contents** are insured, **your** legal liability as owner of the **buildings, contents** and if **you** have advised **us you** reside at the **building** also as the occupier is covered

Part A

We will indemnify you :	We will not indemnify you for any liability:
<p>as owner for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance.</p>	<p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>e) which you have assumed under contract and which would not otherwise have attached</p> <p>f) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horse-drawn vehicle other than domestic gardening equipment used within the premises ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance, in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>i) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Legal Liability to the Public (continued)

Part B

We will indemnify you:	We will not indemnify you:
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	<ul style="list-style-type: none">• any liability if you are entitled to indemnity under any other insurance• the cost of repairing any fault or alleged fault

Limit of Indemnity

We will not pay:

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

Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

3a. Unoccupied Cover Level 2 – (Restrictions)

It is noted that the following perils are specifically included but restricted in limit under the policy cover:

- i) Section One - Buildings and Section Two - Contents, peril 4 "escape of water from and frost damage to fixed water tanks, apparatus or pipes" is limited to a maximum loss limit of £2,500 for any single claim and is subject to deduction of any excess applicable (subject to the water being switched off at the mains and the water system drained OR the heating being maintained at a minimum 15 degrees Centigrade or 59 degrees Fahrenheit at all times)
- ii) Section One - Buildings and Section Two - Contents, peril 6 "theft or attempted theft" is limited to a maximum loss limit of £2,500 for any single claim and is subject to the deduction of any excess applicable
- iii) Section One - Buildings and Section Two - Contents, peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously" is limited to a maximum loss limit of £2,500 for any single claim and is subject to the deduction of any excess applicable.

5a. Unoccupied Cover Level 2 – (Restrictions)

It is noted that the following perils are specifically included but restricted in limit as follows:

- i) Section One - Buildings and Section Two - Contents, peril 6 "theft or attempted theft" is limited to a maximum loss limit of £2,500 for any single claim and is subject to the deduction of any excess applicable
- ii) Section One - Buildings and Section Two - Contents, peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously" is limited to a maximum loss limit of £2,500 for any single claim and is subject to the deduction of any excess applicable.

6. Burst Pipes Maximum Loss Limit (first 30 days)

It is hereby noted that cover is limited to a maximum loss cover of £2,500 for the initial (first) 30 days of this policy, effective from the commencement date under **period of insurance** in the **schedule**, in respect of the following:

Section One - Buildings and Section Two - Contents, peril 4, "escape of water from and frost damage to fixed water tanks, apparatus or pipes"

But only in respect of damage and any resultant damage caused by either frost or the freezing of water or fuel.

7. Single Flat

In the event of loss or damage arising from the insured causes to the common parts of the **building** which the insured flat forms part of, **our** liability is limited to the percentage the said flat bears to the total number of flats forming the **building**. In any event **our** maximum liability is the sum insured stated.

8. Part Commercial Property

It is hereby noted and agreed that the definition of **home** also includes any commercial portion of the **premises**.

9. Grade Listed Building (Electrical Certificate)

It is a condition of the policy wording that the **premises** has a current NICEIC electrical certificate. This certificate must be no older than 5 years. In the event of a claim arising from Section One - Buildings and Section Two - Contents, peril 1, "fire, lightning, explosion or earthquake", the insurers will require sight of this NICEIC certificate and failure to supply this may result in the claim being declined.

11. Subsidence, Heave or Landslip Exclusion Clause

It is hereby noted that cover under the following sections:

Section One - Buildings and Section Two - Contents, peril 9, "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**" is specifically excluded.

Endorsements (continued)

13. **Theft Exclusion Clause**

It is hereby noted that cover under the following sections:

Section One - Buildings and Section Two - Contents, peril 6, "theft or attempted theft" is specifically excluded.

14. **Storm Exclusion Clause**

It is hereby noted that cover under the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" specifically excludes damage caused by **storm. Flood** and weight of snow cover is unaffected by this clause.

15. **Voluntary Excess Clause (£150)**

Please note all declared excesses applicable to this policy wording and **schedule** are increased by an additional £150 except for Section One - Buildings and Section Two - Contents, peril 9, "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**" which remains unaltered by this clause

16. **Voluntary Excess Clause (£400)**

Please note all declared excesses applicable to this policy wording and **schedule** are increased by an additional £400 except for Section One - Buildings and Section Two - Contents, peril 9, "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**" which remains unaltered by this clause.

17. **Voluntary Excess Clause (£900)**

Please note all declared excesses applicable to this policy wording and **schedule** are increased by an additional £900 except for Section One - Buildings and Section Two - Contents, peril 9, "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**" which remains unaltered by this clause.

18. **Multi Property**

It is hereby noted and agreed that the policy wording limits and excesses in this insurance apply to each **premises** as if a separate policy was issued.

19. **Amendment to Loss of Rent Cover**

It is hereby noted and agreed that exclusion f) is specifically removed from the following section:

Section One - Buildings extension C), "Loss of rent due to **you** which **you** are unable to recover and additional costs of alternative accommodation". Therefore cover applies to any part of the property that is used for any commercial purpose as declared by **you** and agreed by **us**.

20a. **Flat Roof Condition**

It is a condition precedent to liability in respect of loss or damage caused by **storm, flood** or weight of snow that;

1. Any flat roof area at the **premises** (or the insured portion of the **premises**) is inspected by a member of the Roofing Federation, Federation of Master Builders (FMB), National Federation of Roofing Contractors, Confederation of Roofing Contractors and a report issued regarding the condition of the roof and outlining any remedial work required to maintain the roof in a good condition;
2. Any work specified on such a report shall be undertaken within 60 days of the issue of the report;
3. A copy of each report is retained by **you** and is available to **us** immediately upon request;
4. The roof shall be inspected;
 - i. Within 60 days of the addition of this clause to the policy unless an inspection has been carried out in the last five years and any remedial work identified has been undertaken;
 - ii. Immediately following any water ingress from the roof of the **premises**
 - iii. Within the timescales recommended on the report but at least every five years and any defects found remedied within 60 days or as specified by **us**.

21. **Increased Storm Excess Clause (£250)**

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £150 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" but only in respect of incidents of **storm**. The **flood** and weight of snow excess is unaffected by this clause.

Endorsements (continued)

22. Increased Storm Excess Clause (£500)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £400 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" but only in respect of incidents of **storm**. The **flood** and weight of snow excess is unaffected by this clause.

23. Increased Storm Excess Clause (£1,000)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £900 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" but only in respect of incidents of **storm**. The **flood** and weight of snow excess is unaffected by this clause.

24. Increased Flood Excess Clause (£250)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £150 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

25. Increased Flood Excess Clause (£500)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £400 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

26. Increased Flood Excess Clause (£1,000)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £900 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

27. Increased Subsidence Excess Clause (£2,000)

It is hereby noted that the standard excess of £1000 stated in the policy wording is increased by an additional £1,000 in respect of the following sections:

Section One - Buildings peril 9 "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**".

28. Increased Subsidence Excess Clause (£2,500)

It is hereby noted that the standard excess of £1000 stated in the policy wording is increased by an additional £1,500 in respect of the following sections:

Section One - Buildings peril 9 "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**".

29. Increased Subsidence Excess Clause (£5,000)

It is hereby noted that the standard excess of £1,000 stated in the policy wording is increased by an additional £4,000 in respect of the following sections:

Section One - Buildings peril, 9 "**subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**".

30. Exclusion of Escape of Water from and Frost Damage to Fixed Water Tanks, Apparatus and Pipes Clause

In exchange for a discount in premium **you** are agreeing that the following sections of **your** policy wording Section One - Buildings and Section Two - Contents, peril 4 "escape of water from and frost damage to fixed water tanks and apparatus or pipes" are deleted in full and therefore cover for these sections do not apply.

Endorsements (continued)

31. Floodcheck Clause – (Restriction in cover until fully installed)

In exchange for a discount in premium **you** are agreeing to have or already have installed the Floodcheck system to **your premises**.

It is agreed that whilst the item is either:

- Awaiting installation, or
- If the item has not been installed correctly, or
- The item is not connected to a live mains circuit and operational

the following peril is specifically included but restricted in limit as follows:

Section One - Buildings and Section Two - Contents, peril 4 "escape of water from and frost damage to fixed water tanks and apparatus or pipes" is limited to a maximum loss limit of £2,500 and is subject to deduction of any excess applicable.

33. Increased Malicious Damage Excess Clause (£500)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £250 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

34. Increased Malicious Damage Excess Clause (£750)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

35. Increased Malicious Damage Excess Clause (£1,000)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £750 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

36. Increased Malicious Damage Excess Clause (£2,500)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £2,250 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously"

37. Increased Malicious Damage Excess Clause (£5,000)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £4,750 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 8 "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

38. Increased Theft Excess Clause (£500)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £250 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 6 "theft or attempted theft".

39. Increased Theft Excess Clause (£750)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 6 "theft or attempted theft".

Endorsements (continued)

40. Increased Theft Excess Clause (£1,000)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £750 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 6 "theft or attempted theft".

41. Increased Theft Excess Clause (£2,500)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £2,250 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 6 "theft or attempted theft".

42. Increased Theft Excess Clause (£5,000)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £4,750 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 6 "theft or attempted theft".

43. Increased Escape of Water Excess Clause (£750)

It is hereby noted that the standard excess of £500 stated in the policy wording is increased by an additional £250 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 4 "escape of water from fixed water tanks, apparatus or pipes".

44. Increased Escape of Water Excess Clause (£1,000)

It is hereby noted that the standard excess of £500 stated in the policy wording is increased by an additional £500 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 4 "escape of water from fixed water tanks, apparatus or pipes".

45. Increased Escape of Water Excess Clause (£2,500)

It is hereby noted that the standard excess of £500 stated in the policy wording is increased by an additional £2,000 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 4 "escape of water from fixed water tanks, apparatus or pipes".

46. Increased Escape of Water Excess Clause (£5,000)

It is hereby noted that the standard excess of £500 stated in the policy wording is increased by an additional £4,500 in respect of the following sections:
Section One - Buildings and Section Two - Contents peril 4 "escape of water from fixed water tanks, apparatus or pipes".

47. Increased Flood Excess Clause (£1,500)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £1,400 in respect of the following sections:
Section One - Buildings and Section Two - Contents, peril 3, "storm, flood or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

48. Increased Flood Excess Clause (£2,500)

It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £2,400 in respect of the following sections:
Section One - Buildings and Section Two - Contents, peril 3, "storm, flood or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

Endorsements (continued)

49. Exclusion of Theft or Attempted Theft of Oil from Storage Tanks

It is hereby noted and agreed that Section Two - Contents peril 6 "theft or attempted theft" is amended to read as follows:

We will not pay

- i) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception
- ii) any amount over £500 or 3% of the sum insured for **contents** whichever is the greater, within detached domestic outbuildings and garages
- iii) for **money**, certificates, documents or valuables
- iv) for loss or damage which **your** lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police
- v) loss of oil from storage tanks
- vi) the first £250 of every claim.

51. Increased Escape of Water Excess Clause (£1,500)

It is hereby noted that the standard excess of £500 stated in the policy wording is increased by an additional £1,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 4 "escape of water from fixed water tanks, apparatus or pipes".

52. Increased Theft Excess Clause (£1,500)

It is hereby noted that the standard excess of £250 stated in the policy wording is increased by an additional £1,250 in respect of the following sections:

Section One - Buildings and Section Two - Contents peril 6 "theft or attempted theft".

54a. Short term 3 month policies cancellation Clause

It is hereby noted that there will be no refund of premium allowable in respect of cancellation of the cover at **your** request on policies that are specifically issued for a 3 month period. Please note however this **endorsement** does not affect **your** rights under the cooling off period (see General Condition G – Cooling Off Period).

55. Legal Liability Extension

It is hereby noted and agreed that the Property Owners' Liability provided under this policy is deemed to be contingent only and that in the event of a claim **we** will in the first instance look to pursue the freeholder and the precedent insurer responsible.

59a. Terrorism Exclusion

We will not pay for any:

- a. Damage or Loss of Rent in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence directly or indirectly of **Terrorism**.
- b. Damage or Loss of Rent in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Terrorism. This insurance 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 any action, suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any damage is not covered by this policy the burden of proving that such damage is covered shall be upon **you**.

Endorsements (continued)

60a. **Northern Ireland Exclusion**

We will not pay for any damage to any Property in Northern Ireland or loss resulting caused;

- a. unlawfully, maliciously or wantonly by three or more persons unlawfully, riotously or tumultuously assembled together; or
- b. as a result of an act committed maliciously by a person acting on behalf of, or in connection with, an Unlawful Association an act of Terrorism

For the purposes of this exclusion

- i. Unlawful Association means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977
- ii. Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

In any action, suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any damage is not covered by this policy the burden of proving that such damage is covered shall be upon **you**.

63. **Burglar Alarm Condition (Central Station) Police response**

It is a condition of this insurance that:

- The **home** is protected by a burglar alarm, minimum standard of security being a NSI or NACOSS approved CENTRAL STATION alarm system which is monitored and maintained under an annual contract.
- The burglar alarm must be in full and effective operation when the **home** is left unattended
- The alarm system must signal to the central station who in turn contact the police.

If **you** fail to comply with this condition **we** will not pay under the following covers, if the loss or damage arises as a direct result of unauthorised access to the insured property, where the loss could have been prevented or mitigated by the installed alarm system operating as intended with the signalling response noted by this condition:

- Section One – Buildings and Section Two - Contents, What is covered, peril 1, “fire, lightning, explosion or earthquake”
- Section One – Buildings and Section Two - Contents, What is covered, peril 6, “theft or attempted theft”
- Section One – Buildings and Section Two - Contents, What is covered, peril 8, “any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously”

64. **Burglar Alarm Condition (Central Station) Key holder response only**

It is a condition of this insurance that:

- The **home** is protected by a burglar alarm, minimum standard of security being a NSI or NACOSS approved CENTRAL STATION alarm system which is monitored and maintained under an annual contract
- The burglar alarm must be in full and effective operation when the **home** is left unattended
- The alarm system must signal to the central station who in turn contact the key holders.

If **you** fail to comply with this condition **we** will not pay under the following covers, if the loss or damage arises as a direct result of unauthorised access to the insured property, where the loss could have been prevented or mitigated by the installed alarm system operating as intended with the signalling response noted by this condition:

- Section One – Buildings and Section Two - Contents, What is covered, peril 1, “fire, lightning, explosion or earthquake”
- Section One – Buildings and Section Two - Contents, What is covered, peril 6, “theft or attempted theft”
- Section One – Buildings and Section Two - Contents, What is covered, peril 8, “any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously”

Endorsements (continued)

65. Burglar Alarm Condition (Bells Only)

It is a condition of this insurance that:

- The **home** is protected by a burglar alarm, minimum standard of security being a bells only alarm system which is maintained under an annual maintenance contract
- The burglar alarm must be in full and effective operation when the **home** is left unattended.

If **you** fail to comply with this condition **we** will not pay under the following covers, if the loss or damage arises as a direct result of unauthorised access to the insured property, where the loss could have been prevented or mitigated by the installed alarm system operating as intended with the signalling response noted by this condition:

- Section One – Buildings and Section Two - Contents, What is covered, peril 1, “fire, lightning, explosion or earthquake”
- Section One – Buildings and Section Two - Contents, What is covered, peril 6, “theft or attempted theft”
- Section One – Buildings and Section Two - Contents, What is covered, peril 8, “any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously”

68. Maintenance and Safety Requirements

It is a condition of this insurance that:

- a. All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **you** or a responsible person acting on **your** behalf. **We** must be able to inspect these records upon request;
- b. All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire Safety) Regulations and any amendments thereto.

69. Escape of Water from Fixed Water Tanks, Apparatus or Pipes Exclusion Clause

It is hereby noted that cover under the following sections:

Section One – Buildings and Section Two – Contents, peril 4 “escape of water from fixed water tanks, apparatus or pipes” is specifically excluded.

70. Increased Flood Excess Clause (£5,000)

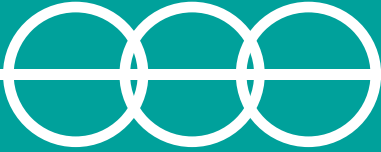
It is hereby noted that the standard excess of £100 stated in the policy wording is increased by an additional £4,900 in respect of the following sections:

Section One - Buildings and Section Two - Contents, peril 3, “**storm, flood** or weight of snow” but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

ABACUS

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