HOMEOWNERS POLICY WORDING FOR PROPERTY WHICH IS UNOCCUPIED
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YOUR HOMEOWNERS INSURANCE POLICY FOR PROPERTY WHICH IS UNOCCUPIED

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,

**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.

**Unfurnished** – not having sufficient furnishings to support normal habitation,

**Unoccupied** – not having been lived in overnight,

**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 whenever the home is unoccupied,

    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 or your representative(s) must inspect the home at least once every month (once every 14 days during the months of November, December and January) and keep records of such inspections, you must also put right any problems which are found during these inspections, if you fail to comply with any part of this condition your policy will be void.

D) 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.

E) you must immediately inform us if any structural changes are to be made at home, unless this is already disclosed on the statement of fact, if the premises are to be demolished or if the premises become subject to compulsory purchase or your policy will be void.

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, as long as no claim has been made or reported during the period of insurance, on a pro rata basis less a £20 administration charge, except in the first year of insurance when this will be on a short period basis less a £20 administration charge, our short period scale is 75% return for cancellation in month one, 70% in month two, 60% in month three, 50% in month four, 40% in month five, 30% in month six, 20% in month seven, 10% in month eight, 5% in month nine and nil in months ten, eleven or twelve, no return of premium will be given if under £20 or if a claim has occurred during the period of insurance.
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) 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,

D) 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,

E) any loss or damage occurring before cover commenced,

F) any loss or damage resulting from theft, riot or malicious acts by you or any other person(s) lawfully at the premises,

G) 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,

H) 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,

I) any claim that is lower than the excess, as stated in the schedule,

J) any loss or damage as a result of poor maintenance or wear and tear at the premises,

K) any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials,

L) 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.

M) 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.
N) 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.

O) **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.

P) **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.

Q) **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, lampposts 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 5, 6 and 7 are subject to an excess of £250, or higher excess if shown in the schedule, whilst the home is unfurnished, as defined in the definitions.

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
7. Malicious damage, but not if caused by you or any person(s) lawfully at the home
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 premises 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. **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.

13. **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.

14. **Loss of rent** – we will also provide cover, up to 100% of the **building 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**.

15. **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.

16. **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.

17. **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. The maximum amount payable by us is £25,000.

18. **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. The maximum amount payable by us is
    £5,000.

19. **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. The maximum amount payable by us is £5,000.
20. **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. The maximum amount payable by us is £5,000.

**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 £250 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 5, 6 and 7 are subject to an excess of £250, or higher excess if shown in the schedule, whilst the home is unfurnished, as defined in the definitions.

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
7. Malicious damage, but not if caused by you or any person(s) lawfully at the home
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.
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

SETTING 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

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,
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 happen 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.
**ACCIDENTS TO DOMESTIC STAFF**

This section of the policy only applies to 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,
**HOME INSPECTION RECORD SHEET**

You may use this sheet to record inspections of the home.

<table>
<thead>
<tr>
<th>Date of inspection</th>
<th>Inspected by</th>
<th>Details of any works carried out to maintain the security at the home</th>
</tr>
</thead>
</table>

If further copies are required please photocopy this sheet and keep with the insurance documents.