Unoccupied Direct™

UNOCCUPIED HOME INSURANCE

POLICY WORDING

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YOUR UNOCCUPIED RESIDENTIAL PROPERTY INSURANCE POLICY

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.

Please read all the documents carefully to make sure they meet **your** requirements. This insurance is a contract between **you** and the **insurer**, as named in the **schedule** and the definitions on page 8. It has been issued in accordance with the authorisation granted to **Unoccupied Direct** by the **insurer** under the contract reference number shown in the **schedule** and is based on the information provided to **us** by **you** or anyone acting on **your** behalf.

A copy of the information provided to **us** by **you** or anyone acting on **your** behalf is contained within the **schedule**. Should this information be incorrect please contact **Unoccupied Direct** as soon as practicable so the correct information can be provided and the insurance updated.

This policy wording, along with the **schedule** and any endorsement(s) shown within the **schedule** should be read together as one document and form the contract of insurance.

Certain exclusions apply to all sections of this insurance and are shown on page 10. It is important that **you** read them carefully, as they apply at all times.

For **your** added peace of mind and financial protection this insurance does not have a policy excess and therefore any claim will be paid in full without deduction.

This insurance policy is only available where the owner has passed away or resides in a nursing/ care home, unless shown differently in the schedule.

For reference, if the property is awaiting sale following any of the above, this is acceptable.

GUARANTEE OF INSURANCE

We guarantee that any information provided to **us** by **you** or anyone acting on **your** behalf such as, but not limited to, an executor, solicitor or holder of a power of attorney WILL NOT affect this insurance or any claim that may be made.

Therefore if there is any loss or damage, at the residential **premises** shown in the **schedule**, which is covered by this insurance **we** guarantee to deal with the resultant claim in line with the terms of this insurance policy without exception.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying **Unoccupied Direct**. This can be done either electronically online, verbally over the phone or in writing via fax or our postal address.

This insurance has a cooling off period of 14 days' from either:

- The date **you**, **your** solicitor or anyone else acting on **your** behalf receive the insurance documentation, or
- The start date of the **period of insurance**

whichever is the later.

Providing **you** have not made or reported any claims **we** will refund the premium in full but not any credit card fees that may have been paid when the premium was paid to **Unoccupied Direct**.

This cooling off period will not apply if the **premises** shown in the **schedule** was sold/transferred or inherited during the cooling off period, unless occurring prior to the start of the insurance.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice. As long as no claims have been made or reported during the current **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the current **period of insurance**.

If however **you** elected to take a 3 or 6 month only policy no return of premium will be given.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal address or via anyone else who acted on **your** behalf. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis, without any administration charge. **You** will still be entitled to this return of premium even if a claim has been reported or paid in whole or part.

We will only do this for a valid reason, such as but not limited to:

- non payment of premium, including any direct debit or premium finance instalment;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour including the use of threatening or abusive language.

ADMINISTRATION CHARGES

Unoccupied Direct charge a small administration fee for arranging and amending policies. Information of these charges can be found within our Terms and Conditions at www.unoccupieddirect.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

The insurer and Unoccupied Direct are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the insurer or Unoccupied Direct 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.

DATA PROTECTION

The basics: We and **Unoccupied Direct** collect and use relevant information about **you** to provide the insurance cover that benefits **you** and to meet any legal obligations in line with the General Data Protection Regulation (GDPR). This information includes details such as **your** name, address and contact details and any other necessary information that **we** or **Unoccupied Direct** may require in connection with the insurance cover from which **you** benefit. This information may sometimes include more sensitive details about **you**, but only where this is necessary to be able to provide the insurance cover or to handle any claims.

The way insurance works means that **your** information may sometimes need to be provided to associated third parties in the insurance sector, but only where necessary to fulfil **our** or **Unoccupied Direct** obligations under the insurance contract, for example **your** insurers, agents or **your** insurance broker, **our** reinsurers, **our** or **Unoccupied Direct** preferred loss adjusters, **our** or **Unoccupied Direct** claims handlers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies. **Your** personal information will only be disclosed in connection with **your** insurance cover and to the extent required or permitted by law.

Other people's details provided by you: Where **you** provide **us** or **Unoccupied Direct** with details about other people, **you** must provide this notice to them.

Want more details? For more information about how **your** personal information is used, please see the full privacy notices which are available online on **our** and **Unoccupied Direct's** websites, or in other formats on request.

Your rights: You have rights in relation to the information held about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **your** information is used or request a copy of a full privacy notice, please contact **us** or **Unoccupied Direct** using the details shown below:

Unoccupied Direct: Data Protection Officer, Email: dpo@unoccupieddirect.co.uk, Address: 4 Old Park Lane, London, United Kingdom, W1K 1QW, Phone: 0800 015 2211, Website: www.unoccupieddirect.co.uk/privacy-policy.

AXIS Managing Agency Limited: Data Protection Officer, Email: dpo@axiscapital.com, Address: Plantation Place South, 60 Great Tower Street, London EC3R 5AZ, Phone: 020 7877 3833, Website: www.axiscapital.com. **We** and **Unoccupied Direct** may record any telephone calls to help monitor and improve the service provided.

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

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 the premises is situated, or, if the premises is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

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 the premises is situated, or, if the premises is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

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, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Unoccupied Direct**.

Unoccupied Direct
4 Old Park Lane
London
W1K 1QW

Tel: 0800 015 2211 Freephone
Fax: 0800 015 2234 Freephone
Email: policymanagement@unoccupieddirect.co.uk
claims@unoccupieddirect.co.uk
complaints@unoccupieddirect.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 at Lloyd's. The contact details are:-

Complaints Team
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Tel: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

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

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

Should a complaint be received regarding companies other than **us** or **Unoccupied Direct** and **we** are unable to provide a response, **we** will inform **you** of this and provide details of how **you** can progress **your** complaint. If **you** have purchased your policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR is: http://ec.europa.eu/odr.

This complaints procedure is without prejudice and does not affect **your** right to take legal action.

DEFINITIONS

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

Accidental damage

physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury

physical injury including accidental death, disease or illness.

Buildings

- the main structure of the **premises** and its permanently fitted fixtures and fittings
- its domestic outbuildings and private garage(s)
- tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lamp-posts and railings
- permanently installed swimming pools, hot tubs and jacuzzi's
- permanently fitted central heating/fuel tanks, septic tanks and cesspits
- permanently fitted **solar panels**
- permanently fitted flooring, but not carpets

All within the **premises** named in the **schedule** which **you** own or for which **you** are legally liable.

Contents

household goods within the **buildings**, which **you** own or are legally liable for, up to £5,000 or 10% of the **contents** sum insured whichever is greater, for any one item unless shown separately in the **schedule.**

Contents includes:

- gold, silver, gold and silver plated articles, jade, jewellery, furs, object d'art or fine art up to 25% of the of the **contents** sum insured unless shown separately in the **schedule**
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **buildings**
- items in outbuildings, garages or sheds, which are situated within the **premises**, up to £500 in total
- 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 **buildings**, decorations or permanent fixtures and fittings at the **premises**
- any item(s) insured under any other insurance

Heave

upward and/or lateral movement of the site on which **your buildings** stands caused by swelling of the ground.

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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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

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 of cover**.
Premises	the **buildings** that are within the boundaries of the site shown on the title deeds and are registered as a residential property.
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.
Settlement	downward movement of the site on which **your buildings** stands as a result of soil being compressed by the weight of the **buildings** within ten years of construction.
Solar panels	photovoltaic modules, panels or systems professionally installed at the **premises** for the purpose of generating an electrical supply.
Subsidence	downward movement of the site on which **your buildings** stands by a cause other than weight of the **buildings** itself.
Unoccupied	not having been lived in overnight or on a continual permanent basis.
Unoccupied Direct	Unoccupied Direct is a trading name of Unoccupied Direct Limited, who are authorised and regulated by the Financial Conduct Authority under Firm Reference Number 797627. Registered in England and Wales. Reg No. 10621712 Registered address: 4 Old Park Lane, London, United Kingdom, W1K 1QW. Unoccupied Direct's permitted business is arranging insurance.
We/us/our	**the insurer** and/or **Unoccupied Direct**
You/your	the person(s) or company/organisation named in the **schedule** plus any other person(s) or company/organisation **you** have given or has legally been granted authority to act on **your** behalf.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

A) **Radioactive contamination and nuclear assemblies Exclusion**

We will not cover:

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) **War Exclusion**

We will not cover any loss or damage or liability directly or indirectly caused 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) **Rot Exclusion**

We will not cover loss or damage 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) **Existing or Deliberate Loss or Damage**

We will not cover loss or damage:

- occurring before this insurance first commenced
- caused deliberately by **you**, anyone else acting on **your** behalf or anyone lawfully at the premises,

E) **Undamaged Items**

We will not cover 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 nature colour or design when loss or damage occurs within a clearly identifiable area or to a specific part,

F) **Indirect Loss or Damage**

We will not cover any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance,

G) **Wear and Tear**

We will not cover loss or damage caused by or in part through misuse, poor maintenance or from wear and tear at the **premises**,

H) **Defective Construction or Design Exclusion**

We will not cover any loss, damage, liability, cost or expense or any kind caused by or resulting from poor or faulty design, workmanship or materials,

I) **Property Type**

We will not cover loss, damage or liability if the **premises** or **buildings** contained within the **premises** are anything other than residential.

J) **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,

K) **Biological and chemical contamination 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,
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, 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,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

L) **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.

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 **Unoccupied Direct** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on **our** website by submitting an electronic claim form or by downloading a claim form to email or post back to **us**, **we** can also post one out to **you** if required. Alternatively **your** intermediary will be able to assist **you** in making a claim.

Unoccupied Direct Claims Department
4 Old Park Lane
London
W1K 1QW

Tel: 0800 015 2211 Freephone
Fax: 0800 015 2234 Freephone
Email: claims@unoccupieddirect.co.uk
Website: www.unoccupieddirect.co.uk

At the time of making a claim, **we** will require **you** to provide:-
- The policy number stated on **your schedule**;
- Details of the claim,

We may require **you** to provide:-
- Documentation to support **your** claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to **your** claim.

We may need to arrange an inspection of **your premises** by a loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily, this will be at **our** expense. **We** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim,

Your Duties

In the event of a claim or possible claim under this insurance

1) **you** must provide the Claims Department with any other information they require within 30 days of their request, **you** will only be required to provide information that is necessary to deal with **your** claim.
2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
6) **you** must take all reasonable care to limit any loss, damage or injury
7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
8) **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

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**

   you must not act in a fraudulent manner.

   If **you** or anyone acting with **you** or on **your** behalf:-

   - makes a claim under the insurance knowing the claim to be false or fraudulently 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:-
   - **we** shall not pay the claim
   - **we** shall not pay any other claim which has been or will be made under the insurance
   - **we** may at **our** option declare the insurance void
   - **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
   - **we** shall not return any premium
   - **we** may inform the Police of the circumstances

BUILDINGS SECTION

The following cover applies only if the **schedule** shows that it is included.

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

INSURED EVENTS

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the **buildings** for loss or damage directly caused by:	**We** will not pay:
1. **Fire, lightning, earthquake or explosion**	
2. **Storm, flood or weight of snow**	a) for loss or damage caused by **subsidence**, **landslip** or **heave** other than as covered under Insured Event 11 of this section b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, jacuzzi's, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings
3. **Escape of water from any fixed appliance, pipe or tank**	
4. **Escape of oil from any fixed appliance, pipe or tank**	
5. **Theft or attempted theft**	
6. **Riot**	
7. **Malicious damage or terrorism**	
8. **Collision with the property by aircraft, animals or vehicles**	
9. **Falling trees or branches, lampposts or telegraph poles**	
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**	

BUILDINGS SECTION (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the **buildings** for loss or damage directly caused by	**We** will not pay:
11. **Subsidence, landslip or heave of the site on which the buildings stand**	a) for loss or damage 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 **premises** is also affected at the same time and by the same event b) for loss or damage caused by coastal or river erosion c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions d) for loss or 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 faulty workmanship e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f) for loss or damage to solid floors unless the walls of the **buildings** are damaged at the same time and by the same event g) for loss or damage that was occurring or existed before this insurance first commenced

BUILDINGS (continued)

ADDITIONAL COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers:	**We** will not pay:
12. **Nest removal** the costs **you** are responsible to pay for professional contractors to trace and remove bird, animal and insect nests at the **premises**	a) any amount over £1,000 per incident b) for the removal of nests that existed before cover commenced
13. **Underground services** the cost of repairing **accidental damage** caused by external and visible means from a single identifiable event to: • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • blocked sewers including the cost of braking into them and making necessary repairs • underground gas pipes • underground cables serving the **premises** and which **you** are legally liable for	
14. **Loss of rent** if the **premises** become uninhabitable following loss or damage which is covered by an Insured Event for: i) the amount of any rent that is due to be paid to **you** which is lost, and ii) the amount of ground rent payable by **you** but only in respect of the period necessary to repair the **premises** and where **you** have evidence of a confirmed tenancy	any amount over £75,000 in total
15. **Trace and Access** if the **buildings** are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation at the **premises**, **we** will pay for the cost of removing and replacing any other parts of the **buildings** necessary to find and repair the source of the leak and making good	any amount over £75,000 in total

BUILDINGS (continued)

ADDITIONAL COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers:	**We** will not pay:
16. **Additional expenses** any necessary expenses **you** may incur following loss or damage which is covered by an Insured Event for: • architects', surveyors', consulting/structural engineers and legal fees • the cost or removing debris, demolition, shoring or propping up and making the **premises** safe • the costs **you** have to pay in order to comply with any Government or local authority requirements	a) any expenses or fees 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
17. **Landscaped gardens** the necessary costs **you** may incur for repairing or replacing the gardens at the **premises** back to their original condition following loss or damage which is covered by an Insured Event or damage caused by the Emergency Services attending the **premises**	any amount over £25,000 in total
18. **Fire extinguisher expenses** the necessary costs **you** may incur in replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks at the **premises** following loss or damage which is covered by an Insured Event	any amount over £5,000 in total
19. **Emergency access expenses** the necessary costs **you** may incur for repairing the **buildings** following damage caused to the **buildings** by any of the Emergency Services in gaining entry to the **premises**	any amount over £5,000 in total
20. **Closed circuit television systems** the necessary costs **you** may incur in repairing or replacing closed circuit television systems at the **premises** following **accidental damage** or loss or damage covered under this section of the policy	any amount over £5,000 in total

BUILDINGS (continued)

ADDITIONAL COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers:	**We** will not pay:
21. **Fly tipping** the necessary costs **you** have to pay for removing illegally dumped items from the **premises** and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the **premises**	a) any amount over £1,000 per incident b) for removing any items that were present before cover commenced
22. **Buyers benefit** anyone buying the **premises** will have the benefit of the **buildings** section of this insurance until the sale is completed or the insurance ends, whichever is sooner	if the **buildings** are insured under any other insurance
23. **Index linking** **your buildings** sum insured against inflation so **your buildings** sum insured will be indexed each month by **us** in line with The House Rebuilding Cost index issued by the Royal Institution of Chartered Surveyors **we** will not charge **you** any premium for this monthly increase, but at each renewal **we** will calculate the premium using the new sum insured for **your** added protection should the index fall **we** will not reduce the sum insured	

ACCIDENTAL DAMAGE COVER TO THE BUILDINGS

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

WHAT IS COVERED	WHAT IS NOT COVERED
This extension covers:	**We** will not pay:
Accidental damage to the buildings	a) for damage that **we** specifically exclude elsewhere under the **buildings** section b) for damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking c) for damage while the **premises** are being altered, refurbished or extended d) for damage to outbuildings or garages that are not built of brick, stone or concrete or roofed with slates, tiles, metal, asbestos, asphalt or concrete e) for damage arising from faulty design, specification or materials f) for damage caused by mechanical or electrical faults or breakdown g) for damage caused by dryness, dampness, extremes of temperature or exposure to light h) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks i) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the **buildings** section **we** can choose to settle **your** claim by:
   - Repairing
   - Replacing
   - Reinstating
   - Payment

   But not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.
2. If **we** have agreed with **you** that the **buildings** will not be repaired, replaced or reinstated following loss or damage **we** will agree a cash settlement with **you** and may deduct an amount for wear and tear.

Your sum insured

3. **We** will not reduce the sum insured under the **buildings** section 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 under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim.
   For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, then **we** will only pay one half of the whole cost of **your** claim.This settlement basis applies to the whole of the **buildings** section.

CONTENTS SECTION

The following cover applies only if the **schedule** shows that it is included.

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

INSURED EVENTS

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the **contents** for loss or damage directly caused by:	**We** will not pay:
1. **Fire, lightning, earthquake or explosion**	
2. **Storm, flood or weight of snow**	for loss or damage to **contents** in the open
3. **Escape of water from any fixed appliance, pipe or tank**	
4. **Escape of oil from any fixed appliance, pipe or tank**	
5. **Theft or attempted theft**	
6. **Riots**	
7. **Malicious damage or terrorism**	
8. **Collision with the property by aircraft, animals or vehicles**	
9. **Falling trees or branches, lampposts or telegraph poles**	
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**	
11. **Subsidence, landslip or heave of the site on which the buildings stand**	a) for loss or damage caused by coastal or river erosion b) for loss or damage whilst the **premises** are undergoing any structural repairs, alterations or extensions c) for loss or damage arising from defective design, faulty materials or faulty workmanship 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 following damage to solid floors unless the walls of the **buildings** are damaged at the same time and by the same event

ACCIDENTAL DAMAGE COVER TO THE CONTENTS

The following cover applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

WHAT IS COVERED	WHAT IS NOT COVERED
This extension covers:	**We** will not pay:
Accidental damage to the contents	a) for damage that **we** specifically exclude elsewhere under the **contents** section b) for damage to **contents** within garages and outbuildings c) for damage while the **premises** are being altered, refurbished or extended d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage arising from faulty design, specification or materials f) for damage caused by mechanical or electrical faults or breakdown g) for damage caused by dryness, dampness, extremes of temperature or exposure to light h) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the **contents** section **we** can choose to settle **your** claim by:
   - Repairing
   - Replacing
   - Reinstating
   - Payment

   For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.

2. Where **we** agree to make a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace using **our** preferred suppliers or contactors.

Your sum insured

3. **We** will not reduce the sum insured under the **contents** section 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 under insured, which means the cost of replacing the **contents**, as new, 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 the **contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.

   This settlement basis applies to the whole of the **contents** section.

PROPERTY OWNERS LIABILITY AND LEGAL LIABILITY AS OCCUPIER

This section of the policy works in the following way:

- If the **buildings** only or the **buildings** and **contents** are insured, **your** legal liability is covered under Property Owners Liability and Legal Liability as Occupier below.
- If the **contents** only are insured, **your** legal liability is covered under Legal Liability as Occupier below, or
- If the **contents** only are insured and **you** paid an additional premium to include Property Owners Liability and this is shown in the **schedule**, **your** legal liability is covered under Property Owners Liability and Legal Liability as Occupier below.

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

WHAT IS COVERED	WHAT IS NOT COVERED
We will cover **you**:	**We** will not cover **you** for any liability:
Property Owners Liability for **your** legal liability as owner of the **premises** for any amounts **you** become legally liable to pay as damages for: • **bodily injury** • damage to property caused by an accident happening at the **premises** during the **period of insurance** **Legal Liability as Occupier** for **your** legal liability as a result of **your** actions if **you** are or had been the occupier of the **premises** for any amounts **you** become legally liable to pay as damages for: • **bodily injury** • damage to property caused by an accident happening at the **premises** during the **period of insurance**	a) for **bodily injury** to: • **you** • any member of **your** family • any person who at the time of sustaining such **bodily injury** is engaged in **your** service or employed by **you** b) for **bodily injury** arising or in any way connected with any communicable disease or condition c) arising out of any criminal or violent act to another person or property d) for damage to property owned by or in the charge or control of • **you** • any member of **your** family • any person engaged in **your** service or employed by **you** e) arising or in any way connected with any profession, occupation, business or employment f) which **you** have assumed under contract and which would not otherwise have attached g) arising or in any way connected with **your** ownership, possession or use of i) any motorised or horse drawn vehicle other than domestic gardening equipment used within the **premises** ii) any power-operated lift other than stair lifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

PROPERTY OWNERS LIABILITY AND LEGAL LIABILITY AS OCCUPIER (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
	We will not cover **you** for any liability:
	iv) 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 h) in respect of any kind of pollution and/or contamination other than • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirely at a specific moment of time at the **premises** during the **period of insurance**; and • is reported to **us** not later than 30 days from the end of the **period of insurance** i) arising or in any way connected with **your** ownership, occupation, possession or use of any land or building/structure that is not within the **premises** j) if **you** are entitled to indemnity under any other insurance until such insurance(s) is/are exhausted

IMPORTANT NOTICE

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

ACCIDENTS TO DOMESTIC STAFF

This section of the policy works in the following way:

- If the **contents** are insured, **your** legal liability is covered below

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

WHAT IS COVERED	WHAT IS NOT COVERED
We will cover **you:**	**We** will not cover **you** for any liability:
for any amounts **you** become legally liable to pay for accidental **bodily injury** anywhere in the world to **your** domestic staff employed in connection with the **premises** during the **period of insurance**	a) for **bodily injury** arising or in any way connected with any vehicle b) for **bodily injury** arising or in any way connected with any communicable disease or condition c) for **bodily injury** arising or in any way connected with **your** profession, occupation, business or employment d) for **bodily injury** arising or in any way connected with **your** stay 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** e) for **bodily injury** arising or in any way connected with 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

IMPORTANT NOTICE

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

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