

# Holiday Homes Property Owners Policy Wording

Underwritten by  
Axis Managing Agency Ltd  
Version 5





---

## Index

---

<b>Page</b>	
<b>4</b>	<b>Introduction</b>
<b>5 - 7</b>	<b>Definitions</b>
<b>8 - 12</b>	<b>General Conditions applicable to the whole of this insurance</b>
<b>9</b>	<b>Cooling Off Period</b>
<b>9</b>	<b>Cancellation</b>
<b>10</b>	<b>Complaints procedures</b>
<b>11</b>	<b>Claims notification</b>
<b>13 – 14</b>	<b>General Exclusions applicable to the whole insurance</b>
<b>15</b>	<b>Claims Conditions applicable to the whole insurance</b>
<b>16 - 20</b>	<b>Section One – Buildings covers</b>
<b>21</b>	<b>Section One – Buildings - Settling Claims (specific to buildings section)</b>
<b>22 - 26</b>	<b>Section Two – Contents covers</b>
<b>27</b>	<b>Section Two – Contents - Settling Claims (specific to contents section)</b>
<b>28</b>	<b>Section Three – Accidents to Domestic Staff</b>
<b>29 – 31</b>	<b>Section Four – Legal Liability to the Public</b>

---

## Introduction

---

This policy has been arranged by ABACUS on behalf of AXIS Managing Agency Ltd under the Contract Reference number as stated in **your schedule**. All enquiries in relation to this policy (other than claims) should be directed to **your broker**.

ABACUS acts as an agent for **us** in performing its duties under this agreement.

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 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 of **us** is liable only for his own share of his 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 **our** behalf.

### Your Policy

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

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:

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

Please contact **your broker** without delay 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 (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Law and Jurisdiction applicable to this insurance

**You** and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

---

## Definitions

---

Wherever the following words appear **in bold** 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.

**Building(s)**

- The **home** and its decorations;
- fixtures and fittings attached to the **home**;
- **Contents of common areas**;
- 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** Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

**Contents** includes:

- tenants' fixtures and fittings
- carpets and unattached wood/laminated flooring
- televisions, video, audio equipment and computers (including portable)
- 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:
  - o permanently sited (but not fixed) hot tubs and spas
  - o radio/television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- **money** and **credit cards** up to £300 **money** and up to £1,000 **credit cards** in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- stamps or coins forming part of a collection up to £1,250 in total
- **valuables** up to £2,500 or 10% of the sum insured for **contents** whichever is less, within the private dwelling
- domestic oil in fixed fuel oil tanks up to £1,000

**Contents** does NOT include:

- 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.

---

## Definitions (continued)

---

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

### Contents of common areas

Landlords contents comprising of furniture, furnishings, carpets, and other property in the common hall, stairway, and other common parts (including storage rooms and compartments) of the **home** all belonging to **you** or for which **you** are legally responsible excluding:

(a) any loss and/or damage in excess of £5,000

(b) **valuables**

(c) **money**, stamps, certificates, cheques, securities or documents

(d) television, video, audio equipment and computers

(e) clothing and personal possessions

(f) household linen

(g) animals

(h) property more specifically insured

(i) property in the open

(j) motor vehicles, their contents or accessories

(k) pedal cycles

If you claim for loss or damage to the **contents of common areas** we will at our option indemnify you by payment, replacement, reinstatement or repair.

### Credit cards

**Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards.

### Endorsement(s)

A change in the terms and conditions of this insurance.

### 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**.

### 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 and/or commercial letting as a holiday home at the **premises** shown in the **schedule**.

### Landslip

Downward movement of sloping ground.

### Money

- current legal tender, cheques, postal and money orders
- 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.

### Occupant

A person or persons authorised by **you** to stay in the **home** overnight.

### Period of Insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for insurance which **you** have paid and **we** have accepted a premium or until cancelled.

### Personal Possessions

Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to **you**.

**Personal possessions** does NOT include:

- **money** and **credit cards**
- pedal cycles.

### Premises

The risk address which is named in the **schedule**.

---

## Definitions (continued)

---

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

<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> .
<b>Standard Construction</b>	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%).
<b>Storm</b>	Rain and/or hail and/or snow (including weight of snow) and/or strong winds of 41Knots/47mph or more (Beaufort Scale number 9).
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> where the movement is unconnected with the weight of the <b>building</b> .
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>Unoccupied</b>	The property will be considered <b>unoccupied</b> when not lived in by an <b>occupant</b> or a tenant for a consecutive period of 30 days.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• jewellery</li><li>• furs</li><li>• gold, silver, gold and silver plated articles</li><li>• pictures.</li></ul>
<b>We/us/our</b>	<p>AXIS Managing Agency Ltd. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's.</p> <p>Registered at at Willkie, Farr &amp; Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952). Our Firm Reference Number and other details can be found on the Financial Services Register at <a href="http://www.fca.org.uk">www.fca.org.uk</a>.</p>
<b>You/your</b>	The person or persons named in the <b>schedule</b> .
<b>Your broker</b>	The insurance broker/agent who placed this insurance on <b>your</b> behalf.

---

## 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** without delay if **you** stop using the **home** as a holiday home/holiday let. 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) Data Protection & Privacy Statements

**Your** personal information notice

#### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where **you** provide **us** or **your broker** with details about other people, **you** must provide this notice to them.

#### Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/ are available online on **our** website(s) or in other formats on request.  
<http://www.axiscapital.com/corp/privacy-policy>

#### Contacting us and your rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us** or **your broker** that arranged **your** insurance.

---

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

---

### d) Protections Clause

It is **you** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order
- are in full and effective operation whenever the property is untenanted.

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

### e) Non Invalidation Clause

The Insurance by this section will not be invalidated by any act, omission or by any alteration whereby the risk of damage is increased unknown to **you** or beyond **your** control.

### f) 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 later.

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

### g) 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 contacting **your broker**. Any return premium due to **you** will be calculated on a proportional basis, for example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

### h) Your Bank's or Building Society's Interest Clause

The rights of the bank or building society that provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action.

---

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

---

### 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.

Section Two - Contents: The Consumer Durables Section of the General Index of Retail Prices.

**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

In the event that **you** wish to make a complaint about **your** policy, **you** should in the first instance contact **your broker**.

In the event that **you** wish to make a complaint about **your** claim **you** should then contact the following:

Adjusting Associates LLP  
Ground Floor  
Units 1 & 2 Magden Court  
Llantrisant  
CF72 8XT  
Tel : 01443 229513,  
Email : [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com)

If the complaint is about any other issue (not a claim) please contact:

ABACUS,  
Compliance Director,  
Baxter Building,  
80 Baxter Avenue,  
Southend-on-Sea,  
Essex, SS2 6HZ  
Tel: 01702 606300,  
E-mail [complaints@sabacus.co.uk](mailto:complaints@sabacus.co.uk)

Alternatively, **you** can refer the matter to the Complaints team at Lloyd's:

Complaints, Lloyds Market Services, One Lime Street, London, EC3M 7HA.  
Tel: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@Lloyds.com](mailto:complaints@Lloyds.com)  
Website: [www.Lloyds.com/complaints](http://www.Lloyds.com/complaints)

Please have details of the Policy and, in particular, the Policy number and the Contract number to help ensure a speedy response.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com](http://www.lloyds.com) and are also available from the above address.

If **you** are dissatisfied with the outcome of **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution body.

---

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

---

If **you** live in the **United Kingdom** or the Isle of Man, the contact information is:

The Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands JE4 9QG. Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 758610. Fax +44 1534 747629 Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org) Website: [www.ci-fo.org](http://www.ci-fo.org)

If **you** purchased this insurance online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

These procedures do not affect **your** right to take legal action.

### k) Claims notification

To make a claim please contact:

Adjusting Associates LLP:  
Ground Floor  
Units 1 & 2, Magden Park  
Llantrisant  
Rhondda Cynon Taff  
CF72 8XT

Telephone number: 01443 229 513  
Fax Number: 01443 229 995  
E-mail address: [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com)  
Emergency 24/7 out of office number: 01724 761378

Adjusting Associates LLP handle claims on **our** behalf. Professional staff are available to assist **you**, whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim. Alternatively, if **you** prefer, please contact **your broker** who acts on **your** behalf. Please note, ABACUS only acts as **our** agent in respect of any claims **you** refer to **us**.

---

## 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 9.

**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 Condition

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 59 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 property
- Advise **your broker** as soon as the property tenancy status alters
- The **home** must be visited at least once every 30 days by either **you** or **your** representative. A visit record of dates, time and any observations must be recorded in a central inspection record, presentation of which will be required in the event of a claim

**You** must inform **us** as soon as **you** become aware of any action or occurrence that is likely to increase the risk of a loss or damage to the **home**, for example acts of vandalism, breaking and entering to the property even if **you** have no intention of making a claim.

---

## General Exclusions applicable to the whole of this insurance

---

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

1. loss or destruction of or damage to any property
2. any legal liability of any nature directly or indirectly caused by or contributed to, by or arising from:-
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or 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.

### 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 and/or Deliberate Loss or Damage

**We** will not pay for loss or damage:

1. occurring before cover starts or arising from an event before cover starts
2. caused deliberately by **you** or any member of **your** family.

### 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 policy wording and **schedule**.

### e) Electronic Data Exclusion Clause

**We** will not pay for:

1. loss or destruction of or damage to any property
2. any legal liability of any 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 any 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.

---

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

---

### g) Biological and Chemical Contamination Clause

**We** will not pay for:

1. loss or destruction of or damage to any property, or any loss or expenses resulting or arising from;
2. any legal liability of any 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:

- a) the causing, occasioning or threatening of harm of any nature and by any means;
- b) putting the public or any section of the public in fear.

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

### h) Loss of 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 anything that happens gradually.

### j) Sonic Bangs

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

### k) Contractors Exclusion Clause

**We** will not pay for loss, damage or liability arising out of the activities of contractors.

### l) 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.

### m) Cyber Exclusion

**We** will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that the exclusion does not apply to physical loss or physical damage to the property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

---

## 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 contact as detailed under General Condition k) of this document as soon as possible giving full details of what has happened.
2. provide **your broker** or the claims team with written details of what has happened within 30 days and provide any other information **we** may require. **We** will only request information relevant to **your** claim.
3. forward to **your broker** or the claims team 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.

This clause does not apply to fatal injury (Section Two - G).

#### 3. Fraudulent Claims

If **you** make a fraudulent claim under this insurance contract, then **we**:

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

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

- (a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

## Buildings

### What is covered

### What is not covered

<p>This insurance covers the <b>buildings</b> for loss or damage, which happens during the <b>period of insurance</b>, directly caused by</p>	<p><b>We</b> will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></p>
<p>3. <b>storm, flood</b> or weight of snow</p>	<p>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under Section One - Buildings, What is covered, item number 9  c) for loss or damage to domestic fixed fuel-oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, gates and fences</p>
<p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	<p>a) the first £500 of every claim increasing to £1,000 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under Section One - Buildings, What is covered, item number 9  c) for loss or damage to domestic fixed fuel-oil tanks and permanently installed swimming pools, fixed hot tubs, fixed spas  d) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in  e) 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 increasing to £250 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage caused by faulty workmanship  c) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in  d) for 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 increasing to £250 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage within the <b>home</b> unless the loss or damage is caused by violent and forcible entry or exit from the <b>home</b> or by deception  c) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</p>

## Buildings (continued)

### What is covered

### What is not covered

<p>This insurance covers the <b>buildings</b> for loss or damage, which happens during the <b>period of insurance</b>, directly caused by</p>	<p><b>We</b> will not pay</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></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 increasing to £250 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</p>
<p>9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip</p>	<p>a) the first £1,000 of every claim  b) for loss or damage to domestic fixed fuel-oil tanks, permanently installed 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 arising from faulty design, specification, workmanship or materials  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 caused by coastal erosion  g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions  h) for loss or damage caused by normal <b>settlement</b> and / or any general deterioration of the <b>buildings</b></p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts</p>
<p>11. falling trees, telegraph poles or lamp-posts</p>	<p>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b>  b) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>  c) for loss or damage to gates and fences</p>

## Buildings (continued)

### What is covered

### What is not covered

This section of the insurance also covers	<b>We</b> will not pay
<p>A) the cost of repairing <b>accidental damage</b> to</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	<p>a) the first £100 of every claim</p> <p>b) for damage caused by chipping, denting or scratching</p> <p>c) for more than £2,500 in any one period of insurance for loss or damage whilst the <b>home</b> is untenanted or <b>unoccupied</b>, following loss or damage caused by;</p> <ol style="list-style-type: none"> <li>i) Insured Peril 6. Theft or attempted theft for damage caused by violent and forcible entry or exit from the <b>home</b> or by deception</li> <li>ii) Insured peril 8. Any person taking part in riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</li> </ol>
<p>B) the cost of repairing <b>accidental damage</b> to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for at the <b>premises</b>.</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></p>
<p>C) loss of rent due to <b>you</b> for which a booking has been confirmed and a deposit taken which you are unable to recover while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section One</p> <p>Or alternatively</p> <p>Additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section One</p>	<p>a) any amount over 33.33% of the sum insured for the <b>buildings</b></p> <p>b) any loss of rent for a period in excess of 12 months</p> <p>c) any amount where you cannot evidence a booking has been made in writing in advance of the loss or damage and a deposit for the visit has been taken</p>
<p>D) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>building</b></li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements following loss or damage to the <b>buildings</b> which is covered under Section One</li> </ul>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if government or local authority requirements have been served on <b>you</b> before the loss or damage</p>

## Buildings (continued)

### What is covered

### What is not covered

<p>This section of the insurance also covers</p>	<p><b>We</b> will not pay</p>
<p>E) increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under Section One - Buildings, What is covered, item number 4</p>	<p>more than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Section One and Section Two, <b>we</b> will not pay more than £750 in total</p>
<p>F) anyone buying the <b>home</b> who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the <b>buildings</b> are insured under any other insurance</p>
<p>G) trace and access cover – in the event of loss or damage to the <b>buildings</b> which is covered under Section One, What is covered 4. In consequence of escape of water from and frost damage to fixed water tanks, apparatus and pipes <b>we</b> will pay for the expenses incurred by <b>you</b> in locating the source of such damage and in subsequent making good of damage caused as a consequence of locating such source</p>	<p>more than £5,000 in total during the <b>period of insurance</b></p>
<p>H) illegal activities cover In the event of loss or damage caused to the <b>buildings</b> for the purpose of illegal activities by a person legally allowed in <b>your</b> property</p>	<p>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b> b) for any damage caused by <b>you</b> c) more than £5,000 in respect any one incident</p>
<p>I) emergency Access to the <b>premises</b> In the event of loss or damage caused to the <b>buildings</b> or destruction to external landscaping caused by the emergency services or persons acting under their control in gaining access to the insured <b>premises</b> as a result of concern for the welfare of the tenant(s) or to mitigate damage to the <b>premises</b> caused by an insured peril under Section One – Buildings What is covered</p>	<p>a) more than £10,000 in total during the <b>period of insurance</b> b) any costs incurred following damage caused by the police in the course of any criminal investigation or as a result of unlawful activities at the <b>premises</b> or occurring elsewhere</p>

## Buildings (continued)

### Accidental damage to the buildings

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

#### What is covered

#### What is not covered

This extension covers	<b>We</b> will not pay
<p><b>accidental damage</b> to the <b>buildings</b></p>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim</li> <li>b) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section One</li> <li>c) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</li> <li>d) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended</li> <li>e) for damage to outbuildings and garages which are not of <b>standard construction</b></li> <li>f) for the cost of general maintenance</li> <li>g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>h) for damage arising from faulty design, specification, workmanship or materials</li> <li>i) for damage from mechanical or electrical faults or breakdown</li> <li>j) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>k) for damage to permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates, fences and fuel tanks</li> <li>l) for any damage caused by or contributed to, by or arising from any kind of pollution and/or contamination</li> <li>m) for damage while the <b>home</b> is not furnished enough to be lived in</li> <li>n) for damage while the <b>home</b> is <b>unoccupied</b></li> <li>o) for damage while the <b>home</b> is not self-contained</li> </ul>

---

## Settling Claims

---

### Conditions that apply to Section One buildings only

---

#### How we deal with your claim

---

1. If **you** 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

If the **buildings** were not in a good state of repair prior to the loss **we** will reassess **our** quotation with the correct information and may deduct an amount from **your** claim to reflect the percentage difference in the premiums and apply this difference to the claims settlement. If the correct risk details would not have been acceptable to **us we** will cancel the policy from the date this information altered and made the risk unacceptable.

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

---

1. **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.

2. 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**; **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**.

## Contents

### What is covered

### What is not covered

<p>This insurance covers the <b>contents</b> for loss or damage, which happens during the <b>period of insurance</b>, directly caused by</p>	<p><b>We</b> will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></p>
<p>3. <b>storm, flood</b> or weight of snow</p>	<p>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b> b) for property in the open</p>
<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>a) the first £500 of every claim increasing to £1,000 while the <b>buildings</b> are <b>unoccupied</b> b) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</p>
<p>5. escape of oil from a domestic fixed 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 increasing to £250 while the <b>buildings</b> are <b>unoccupied</b> b) for loss or damage caused by faulty workmanship c) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</p>
<p>6. theft or attempted theft</p>	<p>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b> b) for loss or damage whilst the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry or entry is gained by deception c) any amount over £500 or 3% of the sum insured for <b>contents</b> whichever is greater, within detached domestic outbuildings and garages d) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in e) for loss of oil from storage tanks</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></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 increasing to £250 while the <b>buildings</b> are <b>unoccupied</b> b) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</p>

**Contents (continued)**

**What is covered**

**What is not covered**

<p>This insurance covers the <b>contents</b> for loss or damage, which happens during the <b>period of insurance</b>, directly caused by</p>	<p><b>We</b> will not pay</p>
<p>9. <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b></p>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim</li> <li>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</li> <li>c) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>d) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</li> <li>e) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>f) for loss or damage by coastal erosion</li> </ul>
<p>10. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) for loss or damage caused by trees being cut down or cut back within the <b>premises</b></li> </ul>

## Contents (continued)

### What is covered

### What is not covered

This section of the insurance also covers	We will not pay
<p>A) <b>accidental damage</b> to</p> <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio and video equipment</li> <li>• radios</li> <li>• home computers</li> </ul> <p>all situated within the <b>home</b></p>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</li> <li>c) for damage to tapes, records, cassettes, discs or computer software</li> <li>d) for mechanical or electrical faults or breakdown</li> <li>e) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</li> <li>f) Damage to items designed and intended to be portable (such as laptops and mobile phones), or to hand held computer equipment and games</li> </ul>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>sanitary ware</b> forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for</li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim increasing to £250 while the <b>buildings</b> are <b>unoccupied</b></li> <li>b) for the cost of repairing, removing or replacing frames</li> <li>c) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in</li> </ul>
<p>C) the <b>contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in Section Two while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any <b>buildings</b> where <b>you</b> are living or working</li> <li>• in any <b>building</b> for valuation, cleaning or repair</li> <li>• in any furniture store</li> <li>• in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store</p>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim</li> <li>b) for <b>contents</b> outside the <b>United Kingdom</b></li> <li>c) for <b>money</b> or <b>credit cards</b></li> <li>d) any amount over 20% of the sum insured under Section Two for <b>contents</b> in a furniture store</li> </ul>
<p>D) Loss of rent due to <b>you</b> for which a booking has been confirmed and a deposit taken which <b>you</b> are unable to recover while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section Two or alternatively other accommodation substantially the same as costs of using <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under Section Two.</p>	<ul style="list-style-type: none"> <li>a) any amount over 33.33% of the sum insured under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</li> <li>b) any loss of rent in excess of 12 months</li> <li>c) any amount where you cannot evidence a booking has been made in writing in advance of the loss or damage and a deposit for the visit has been taken</li> </ul>

---

**Contents (continued)**


---

**What is covered****What is not covered**

This section of the insurance also covers	<b>We</b> will not pay
E) costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys	any amount over £750 in any <b>period of insurance</b>
F) increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under Section Two - Contents, What is covered, item number 4.	more than £1,000 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Section One and Section Two, <b>we</b> will not pay more than £1,000 in total
G) fatal injury to <b>you</b> , happening at the <b>premises</b> shown in the <b>schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: <ul style="list-style-type: none"> <li>• £10,000 for each insured person over sixteen years of age,</li> <li>• £5,000 for each insured person under sixteen years of age at the time of death</li> </ul>	

## Contents (continued)

### Accidental damage to the contents

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

#### What is covered

#### What is not covered

This extension covers	We will not pay
<p><b>accidental damage to the contents within the home</b></p>	<ul style="list-style-type: none"> <li>a) the first £100 of every claim</li> <li>b) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section Two</li> <li>c) for damage to <b>contents</b> within garages and outbuildings</li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) for damage caused by chewing, tearing, scratching or fouling by animals</li> <li>f) any amount over £1,000 in total for porcelain, china, glass and other brittle articles</li> <li>g) for <b>money, credit cards</b>, documents or stamps</li> <li>h) for damage to contact, corneal or micro corneal lenses</li> <li>i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>j) for damage arising out of faulty design, specification, workmanship or materials</li> <li>k) for damage from mechanical or electrical faults or breakdown</li> <li>l) for damage caused by dryness, dampness, extremes of temperature and exposure to light</li> <li>m) for any loss or damage caused by or contributed to, by or arising from any kind of pollution and/or contamination</li> <li>n) using the <b>contents</b> in a way which is different to the manufacturers instructions</li> <li>o) information being erased or damaged on computer equipment</li> <li>p) for damage while the <b>home</b> is not furnished enough to be lived in</li> <li>q) for damage while the <b>home</b> is <b>unoccupied</b></li> <li>r) for damage while the <b>home</b> is not self-contained</li> </ul>

---

## 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 as 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 replacement
- The above basis of settlement will not apply to
- clothes
  - pedal cycles

where **we** will take off an amount for depreciation.

If **we** are able to repair or replace a **contents** item but **we** agree with **your** request for a cash settlement, **we** will only pay what it will cost **us** to repair or replace the item using **our** own suppliers.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or 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

---

1. **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.
2. If **you** are under-insured, which means the cost of replacing or repairing the **contents** 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**, **we** will only pay one half of the cost of repair or replacement.

---

#### Limit of insurance

---

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

---

## Accidents to Domestic Staff

---

This section applies only if the **contents** are insured under Section Two.

### What is covered

### What is not covered

<b>We will pay for <b>your</b> legal liability</b>	<b>We will not pay for <b>your</b> legal liability</b>
<p>for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b></p>	<p>for <b>bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• from any vehicle outside the <b>premises</b></li> <li>• from any vehicle used for racing, pacemaking or speed testing</li> <li>• from any disease or virus that <b>you</b> pass on to another person</li> <li>• in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b></li> </ul>

---

### Limit of insurance

---

**We** will not pay more than £5,000,000 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.

## Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One or the **contents** are insured under Section Two of this insurance.

### Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A below.

### What is covered

### What is not covered

We will pay for <b>your</b> legal liability	We will not pay for <b>your</b> legal liability
<p>as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>.</li> </ul>	<ul style="list-style-type: none"> <li>a) for <b>bodily injury</b> to                             <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of <b>your</b> family</li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> </li> <li>b) for <b>bodily injury</b> arising directly or indirectly from any disease or virus that you pass on to another person</li> <li>c) arising out of any criminal or violent act to another person or property</li> <li>d) for damage to property owned by or in the charge or control of;                             <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of <b>your</b> family</li> <li>• any person engaged in <b>your</b> service</li> </ul> </li> <li>e) 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 <b>period of insurance</b></li> <li>f) arising directly or indirectly out of any profession, occupation, business or employment</li> <li>g) which <b>you</b> have assumed under contract and which would not otherwise have attached</li> </ul> <p>(Exclusions continued over the page)</p>

## Legal Liability to the Public (continued)

### Part A (continued)

#### What is not covered

	We will not pay for <b>your</b> legal liability
	<p>h) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>i) any motorised or horse-drawn vehicle other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii) any power-operated lift</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>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, the Control of Dogs (Scotland) Act 2010 or any amending legislation</li> </ul> <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident will be considered to have happened at the time of such accident</p> <ul style="list-style-type: none"> <li>j) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></li> <li>k) if <b>you</b> are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</li> </ul>

#### \*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](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

---

## Legal Liability to the Public (continued)

---

**Part B****What is covered****What is not covered**

<b>We will pay for</b>	<b>We will not pay</b>
<p>sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li>• Part A of this section would have paid on <b>your</b> behalf had the award been made against <b>you</b> rather than to <b>you</b></li> <li>• there is no appeal pending</li> <li>• <b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> become entitled to upon making payment</li> </ul>	<p>for any amount in excess of £100,000</p>

**Part C**

<b>We will pay for</b>	<b>We will not pay</b>
<p>any amount <b>you</b> 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 <b>home</b> previously owned and occupied by <b>you</b></p>	<ul style="list-style-type: none"> <li>• for any liability if <b>you</b> are entitled to payment under any other insurance</li> <li>• for the cost of repairing any fault or alleged fault</li> </ul>

**\*Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**Limit of indemnity****We will not pay**

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under Section Four:- more than £2,000,000 in all for Part A and C, and £100,000 for Part B 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.

ABACUS is a trading style of Alan Blunden & Co Ltd who are Authorised and Regulated by the Financial Conduct Authority.  
Registration no. 3476249 | Date of Issue February 2020 | Version 5

