

Holiday Homes Policy Wording

Underwritten by
Certain Insurers
as identified on the schedule

Version 5



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Introduction

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

Your Insurers

Certain Insurers as identified on the **schedule**.

Your Policy

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

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

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

- **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** as soon as possible if this document is not correct or if **you** would like to ask any questions.

Financial Services Compensation Scheme

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

Law and Jurisdiction applicable to this insurance

This insurance shall be governed by the law and jurisdiction of England and Wales.

Definitions

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

Accidental Damage Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury **Bodily injury** includes death or disease.

Buildings

- The **home** and its decorations;
- fixtures and fittings attached to the **home** excluding carpets and unattached wood/laminate flooring;
- **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 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) animals (g) property more specifically insured (h) property in the open (i) motor vehicles, their contents or accessories 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. A deduction for wear and tear will be made in respect of: <ul style="list-style-type: none">• Property not proved to be less than one year old at the time of loss or damage• Household linen, clothing, pedal cycles• Any items not repaired or replaced and which are less than one year old at the time of loss or damage
Credit cards	Credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	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 building as a result of soil expansion.
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	<ul style="list-style-type: none">• 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
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.
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: <ul style="list-style-type: none">• money and credit cards• pedal cycles.
Premises	The risk address which is named in the schedule .

Definitions (continued)

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

Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Standard Construction	Built solely of brick, stone or concrete (but not prefabricated walls or panels) and is either flat roofed or roofed with slate, tile, concrete or metal (providing the metal portion of the roof does not exceed 15%).
Storm	Rain and/or hail and/or snow (including weight of snow) and/or strong winds of 41Knots/47mph or more (Beaufort Scale number 9).
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building .
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Unoccupied	Any building or part of building or flat which is empty, disused, unoccupied , unfurnished, untenanted, or no longer in active use by you or your tenants and has been so for a period of 60 days or more.
Valuables	<ul style="list-style-type: none">• jewellery• furs• gold, silver, gold and silver plated articles• pictures.
We/us/our	The Underwriters (either individual or corporate) who have a share in this insurance, as shown in this policy wording under the introduction as 'Your Insurers'.
You/your	The person or persons named in the schedule .
Your broker	The insurance broker/agent who placed this insurance on your 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** as soon as possible 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.
4. **You** must take note of any further duties contained in the 'Endorsements' section of this policy which **you** must adhere to.

If **you** fail to comply with any of the above duties, this insurance may become invalid, or **we** may not pay **your** claim.

b) Multi Property

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

c) Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with ABACUS, **you** have consented to the use of **your** data as described below.

Data Protection Policy

We are committed to protecting **your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these terms and conditions.

Sensitive Information

Some of the personal information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to provide the services described in **your** policy documents.

How **we** use and protect **your** information and who **we** share it with

We will use **your** information to manage **your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties. **We** may use and share **your** information within **our** group of companies. **We** will provide an adequate level of protection to **your** data.

We do not disclose **your** information to anyone outside of ABACUS except:

- Where **we** have **your** permission
- Where **we** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **us** or **you**
- Where **we** may transfer rights and obligations under this agreement.

We may transfer **your** information to other countries and jurisdictions on the basis that anyone to whom **we** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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

Your Rights

Under the Data Protection Act 1998 **you** have certain rights regarding access to **your** information. **You** have the right to see a copy of the personal information **we** hold about **you**. If **you** believe that any of the information **we** are holding is incorrect or incomplete please let **us** know as soon as possible. To provide a copy of the information **we** may ask **you** for a fee (which will not exceed £10.00).

Marketing

We will not use **your** data for marketing purposes. All information provided is used to manage **your** insurance policy only.

d) Several Liability Clause

If **we** share cover with other insurers, in the event of a claim, each insurer is responsible only for their own share of the cover.

e) Protections Clause

It is **your** 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.

f) Non Invalidation Clause

The Insurance by this section shall 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.

g) Cancellation

You can cancel this insurance at any time by contacting **your broker**.

If **you** do not wish to contact **your broker** please contact **us** or ABACUS instead
ABACUS, Baxter Building, 80 Baxter Avenue, Southend on sea, Essex, SS2 6HZ.
Email: existing.business@sabacus.co.uk
Telephone 01702 606300

If **you** cancel this policy within the cooling off period **you** do not need to provide a reason for cancellation. In this instance then, provided **you** have not made a claim, **we** will refund **your** premium in full. The cooling off period is 14 days from the start date of this policy, or from when **you** received **your** policy documentation (whichever is the latest). If a claim has been accepted under this policy, no refund of premium will be returned to **you**.

If **you** cancel this policy at any time outside the cooling off period **you** may do so. In this instance then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. If a claim has been accepted under this policy, no refund of premium will be returned to **you**.

If **you** cancel this insurance outside the cooling off period, there will also be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

We reserve the right to cancel this policy at any time by sending **you** 30 days written notice to **you** at **your** last known address. **We** will only do this for a valid reason (which will be provided to **you** in writing), such as: non-payment of premium; a change in risk which means that **we** can no longer provide **you** with the insurance cover; non-cooperation; or failure to supply any information or documentation **we** request. In this instance, **we** will only charge **you** for the exact number of days for which **you** have had this policy, provided **you** have not had a claim accepted. If a claim has been accepted under this policy, no refund of premium will be returned to **you**.

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

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.

i) Index-Linking Clause

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

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

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

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

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

j) Complaints procedures

Please see **your** policy **schedule**

k) Law and Jurisdiction

This Agreement shall be governed and construed under the laws of England and the exclusive jurisdiction of the English courts unless **we** agree with **you** otherwise.

l) Claims notification

Please see **your** policy **schedule**

m) 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.

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

n) 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.

o) Subjectivity Clause

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

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

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

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

- i. Modify **your** premium,
- ii. Amend the terms and conditions of this policy,
- iii. Require **you** to make alterations to **the premises** and/or to comply with any risk improvements identified,
- iv. Exercise **our** right to cancel **your** policy under General Condition, g) Cancellation,
- v. Leave the policy terms, conditions and premium unaltered.

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

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 whatsoever
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 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 thereof.

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 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 whatsoever
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
 - computer viruses, erasure or corruption of electronic data;
 - the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

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

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

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

g) Biological and Chemical Contamination Clause

We will not pay for:

- loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- any legal liability of whatsoever nature;
- death or injury to any person

directly or indirectly caused by or contributed to, by or arising from Biological or Chemical contamination due to or arising from;

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

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

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) Diminution in Value

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

i) Wear and Tear

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

j) 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) Terrorism

We will not pay for any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom occasioned by or happening through or in consequence directly or indirectly:

- of Terrorism;
- of riot, civil commotion and (except in respect of any loss by fire or explosion) strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland

Terrorism shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

m) Sanction Limitation and Exclusion Clause

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

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

n) Infectious or Contagious Disease Exclusion

We do not provide cover for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

(a) infectious or contagious disease;

(b) any fear or threat of a) above; or

(c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Claims Conditions applicable to the whole of this insurance

Your Duties

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

1. notify **your broker** or the claims department as shown in this policy wording under Claims Notification as soon as possible giving full details of what has happened.
2. co-operate with **us** to investigate **your** claim, including providing any evidence **we** may reasonably require.
3. forward to **your broker** within 3 days' notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. not admit liability or offer or agree to settle any claim without **our** written permission.
6. take all care to limit any loss, damage or injury.
7. 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**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, **you** shall forfeit any right to an indemnity in respect of that claim and **we** may cancel this Policy from the date of the fraudulent act and **we** will not allow any return of premium .

Buildings

What is covered

What is not covered

<p>This insurance covers the buildings for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim increasing to £250 while the buildings are unoccupied</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 buildings are unoccupied</p>
<p>3. storm, flood or weight of snow</p>	<p>a) the first £100 of every claim increasing to £250 while the buildings are unoccupied b) for loss or damage caused by subsidence, heave or landslip 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 buildings are unoccupied b) for loss or damage caused by subsidence, heave or landslip 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 home 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 buildings are unoccupied b) for loss or damage caused by faulty workmanship c) for loss or damage while the home 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 buildings are unoccupied b) for loss or damage while the building is lent, let or sublet unless the loss or damage follows a violent and forcible entry or by deception c) for loss or damage while the home is not furnished enough to be normally lived in</p>

Buildings (continued)

What is covered

What is not covered

<p>This insurance covers the buildings for loss or damage directly caused by</p>	<p>We 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 buildings are unoccupied</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 buildings are unoccupied b) for loss or damage while the home is not furnished enough to be normally lived in</p>
<p>9. subsidence or heave of the site upon which the buildings 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 buildings are undergoing any structural repairs, alterations or extensions h) for loss or damage which commenced prior to the inception of this policy</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 buildings are unoccupied 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 buildings are unoccupied b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage to gates and fences</p>

Buildings (continued)

What is covered

What is not covered

What is covered	What is not covered
This section of the insurance also covers	We will not pay
a) the cost of repairing accidental damage to <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs all forming part of the buildings	a) the first £100 of every claim increasing to £250 while the buildings are unoccupied b) for damage while the home is not furnished enough to be normally lived in
b) the cost of repairing accidental damage to <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which you are legally liable for	the first £100 of every claim increasing to £250 while the buildings are unoccupied
c) loss of rent due to you for which a booking has been confirmed and a deposit taken which you are unable to recover while the buildings cannot be lived in following loss or damage which is covered under Section One. Or alternatively Additional costs of alternative accommodation, substantially the same as you existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One	a) any amount over 33.33% of the sum insured for the buildings damaged or destroyed b) any loss of rent for a period in excess of 12 months 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
d) expenses you have to pay and which we have agreed in writing for <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section One 	a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if government or local authority requirements have been served on you before the loss or damage

Buildings (continued)

What is covered

What is not covered

<p>This section of the insurance also covers</p>	<p>We will not pay</p>
<p>e) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One - Buildings, What is covered, item number 4</p>	<p>more than £750 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £750 in total</p>
<p>f) anyone buying the home who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>g) trace and access cover In the event of loss or damage to the buildings 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 we will pay for the expenses incurred by you 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 period of insurance</p>
<p>h) illegal activities cover In the event of loss or damage caused to the buildings for the purpose of illegal activities by a person legally allowed in your property</p>	<p>more than £5,000 in total during the period of insurance</p>
<p>i) emergency Access to the premises In the event of loss or damage caused to the buildings or destruction to external landscaping caused by the emergency services or persons acting under their control in gaining access to the insured premises as a result of concern for the welfare of the tenant(s) or to mitigate damage to the premises caused by an insured peril under Section One – Buildings What is covered.</p>	<p>more than £5,000 in total during the period of insurance</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	We will not pay
<p>accidental damage to the buildings</p>	<ul style="list-style-type: none"> a) the first £100 of every claim b) for damage or any proportion of damage which we specifically exclude elsewhere under Section One c) for the buildings moving, settling, shrinking, collapsing or cracking d) for damage while the home is being altered, repaired, cleaned, maintained or extended e) for damage to outbuildings and garages which are not of standard construction f) for the cost of general maintenance g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost h) for damage arising from faulty design, specification, workmanship or materials i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any damage caused by or contributed to, by or arising from any kind of pollution and/or contamination m) for damage while the home is not furnished enough to be lived in n) for damage while the home is unoccupied o) for damage while the home is not self-contained

Settling Claims

Conditions that apply to Section One buildings only

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

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

Your sum insured

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 contents for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £100 of every claim increasing to £250 while the buildings are unoccupied</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 buildings are unoccupied</p>
<p>3. storm, flood or weight of snow</p>	<p>a) the first £100 of every claim increasing to £250 while the buildings are unoccupied 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 buildings are unoccupied b) for loss or damage while the home 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 buildings are unoccupied b) for loss or damage caused by faulty workmanship c) for loss or damage while the home 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 buildings are unoccupied b) for loss or damage whilst the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry to the home or entry is gained by deception c) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages d) for loss or damage while the home is not furnished enough to be normally lived in</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £100 of every claim increasing to £250 while the buildings are unoccupied</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 buildings are unoccupied b) for loss or damage while the home is not furnished enough to be normally lived in</p>

Contents (continued)

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) the first £100 of every claim increasing to £250 while the buildings are unoccupied b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials 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 e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for loss or damage by coastal erosion g) for loss or damage which commenced prior to the inception of this policy
<p>10. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> a) the first £100 of every claim increasing to £250 while the buildings are unoccupied b) for loss or damage caused by trees being cut down or cut back within the premises

Contents (continued)

What is covered

What is not covered

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

Contents (continued)

What is covered**What is not covered**

This section of the insurance also covers	We will not pay
e) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over £750 in any period of insurance
f) increased domestic metered water charges you 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 period of insurance . If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total
g) fatal injury to you , happening at the premises shown in the schedule , 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"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person under sixteen years of age, at the time of death 	

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

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 replacementThe above basis of settlement will not apply to
 - clothes
 - pedal cycleswhere **we** will take off an amount for depreciation.
 2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set 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

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

Employers' Liability Tracing Office

Where **we** provide indemnity under Section 3 – Accidents to Domestic Staff **we** are required by regulation to maintain a database of the companies and subsidiary companies covered by this Policy and to add details of all **your** company names to the Employers' Liability Tracing Office database.

Therefore, it shall be a condition to liability that **you** shall supply full details, as required by the Employers' Liability Tracing Office, of the companies and all subsidiary companies to **us** at inception of this Policy and promptly thereafter following acquisition or removal of any subsidiary company.

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

Legal Liability to the Public (continued)

Part A (continued)

What is not covered

	<p>We will not indemnify you for any liability</p>
	<p>h) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horse-drawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Legal Liability to the Public (continued)

Part B

What is covered

What is not covered

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

Part C

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

Limit of indemnity

We will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in 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.

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