



# **PEN EVOLVE LANDLORD POLICY WORDING**



# Welcome

A warm welcome and thank you for choosing Pen Underwriting.

The insurance product YOU have purchased is called Pen Evolve Unoccupied. It is only suitable for Unoccupied homes.

YOU must tell US if the occupancy (use) of the HOME changes, as this could affect a claim and invalidate the policy. By ENDORSEMENT(S) the SCHEDULE will confirm the level of cover, Bronze, Silver or Gold.

If the occupancy does change, WE may be able to continue to offer insurance, at a different premium, SUM(S) INSURED and or with different ENDORSEMENT(S). Within the Pen Evolve product range, WE can also quote for Your Home (main residence where YOU live), Holiday & Second Homes and Landlord properties.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the INSURER(S) listed on the SCHEDULE. The INSURER(S) have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims on behalf of the INSURER(S).

This Policy Document, the statement of fact, any notice to policyholder issued to YOU, schedule and any ENDORSEMENT(S) all form part of YOUR policy and should be read as if they are one document. Please read them carefully to ensure that YOUR cover is exactly what YOU need and keep all documents together in a safe place.

In return for YOU paying the premium, WE will provide the cover selected as shown on the SCHEDULE, on the terms and conditions of this policy wording during the PERIOD OF INSURANCE. YOU must observe and fulfill the terms and conditions of the policy at all times.

If YOU have any queries about the policy, or if any details are incorrect or if YOU need to make a change, please contact the insurance advisor who arranged the policy.

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# How To Make A Claim

When an incident happens please contact the claims team immediately and if it is safe to do so, take immediate action to prevent any further loss or damage.

Telephone: 0345 072 99 57 (24 hour helpline)

Email: [newclaims.penunderwriting@davies-group.com](mailto:newclaims.penunderwriting@davies-group.com)

Please note calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on network provider) and are usually included in inclusive minute plans from landlines and mobiles. For OUR joint protection telephone calls may be recorded and/or monitored.

Davies Group administer claims on OUR behalf and they are an experienced UK based claims service solution. If it is necessary for Davies Group to appoint contractors, all work is guaranteed for 12 months.

When reporting a claim it would be helpful if YOU can provide:

- YOUR name, address, contact telephone number and contact email address
- Policy number
- The date of the incident
- If the claim is for theft, malicious damage or riot, the police crime reference number
- Details of the cause of loss or damage
- Rough estimate (if known) for the value of the loss or damage being claimed for

Refer to policy condition 2. Claims for full details

## How Much Cover Do You Need?

For BUILDINGS the SUM(S) INSURED must represent the full cost of rebuilding the HOME, including any extra costs that may be involved such as demolition, site clearance, architect's, surveyor's fees, any additional costs in meeting local authority requirements and the cost of VAT.

For CONTENTS and VALUABLES, the SUM(S) INSURED must represent the full cost of replacing all possessions as new, other than clothing and linen where WE may make a deduction for wear and tear and the resultant loss in value.

If YOU are under insured, which means the cost of rebuilding the BUILDINGS or the cost of replacing all the CONTENTS and VALUABLES, is more than the SUM(S) INSURED shown on the SCHEDULE, this will affect the policy and any claims. Please refer to the Claims Information and Settlement section for full details.

WE recommend YOU regularly review the SUM(S) INSURED to ensure the cover continues to meet YOUR needs.

If for example building work/ renovation/extension/conversion is due to take place, please ensure the SUM(S) INSURED take into account the extra rebuilding cost of any new structures and or any new furniture YOU will purchase.

# Complaints Procedure

At Pen Underwriting it is always our intention to provide a first class standard of service, however it is appreciated that occasionally things go wrong.

If YOUR complaint relates to how the policy was sold, a payment dispute or a service provided by the insurance advisor, in the first instance please contact the insurance advisor who arranged the policy.

Claims Complaints: In the first instance please contact Davies Group, telephone 0345 072 99 57. If YOU are not satisfied with the outcome please escalate to Pen Complaints team, details outlined below.

Policy related complaints: Please contact Pen Complaints team quoting the policy number.

Pen Complaints team:  
Pen Underwriting Limited Complaints  
7th Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539 (calls may be recorded) Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

If YOU remain dissatisfied, YOU may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of OUR final response to YOU, they can be contacted at:

Financial Ombudsman Service Exchange Tower  
London E14 9SR

Tel: 0800 023 4567 (free for landline users, mobile users may be charged) Tel: 0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. YOU can find out more information at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Policy Conditions

## 1. Information We Need To Know About

YOU must take reasonable care to provide complete and accurate answers to the questions WE ask and this duty exists during the PERIOD OF INSURANCE.

If circumstances change YOU must tell US immediately if:

- the HOME is no longer let
- the HOME is a House of Multiple Occupancy (HMO)
- the HOME is divided into bedsits
- there is change to the TENANT(S) type, for example YOU no longer let to professional TENANT(S) and the new TENANT(S) will be a student
- the HOME will not be inspected internally and externally at least once every 12 months by YOU or an authorised person
- a TENANT(S) defaults on paying the rent
- YOU or an authorised representative have:
  - given the TENANT(S) a section 8 notice (YOU wish to terminate the tenancy due to a breach of tenancy terms)
  - have applied to court for either a standard or accelerated possession order or a warrant for possession
  - have applied for an eviction order from First-tier Tribunal for Scotland (Housing and Property Chamber)
- the HOME is UNOCCUPIED
- there is a change of address
- the SUM(S) INSURED or inner limits are not sufficient
- there are more than 5 BEDROOM(S) at the HOME
- the HOME is a flat and it is situated above commercial premises e.g. above a shop, office or restaurant
- YOU are charged with or convicted of a criminal offence (other than convictions classed as spent under the Rehabilitation of Offenders Act 1974. YOU do not need to tell us about fixed penalty notices.
- YOU change occupation
- there are any diagonal cracks to internal or external walls, cracking to solid slab floors or any other structural defects at the HOME
- any percentage of the roof is thatched
- any part of the HOME is boarded up (any external doors and/or any windows which are boarded up with wood, plastic, metal or other similar materials to prevent unauthorised access to the HOME and or to secure the HOME)
- Building Works  
YOU must tell US at least 7 days before any building work/ renovation/ extension/ conversion starts if:
  - 1) the expected total value of work exceeds £75,000 inclusive of VAT (if the project is being completed in stages, the cost of all work (including any work already completed) must not exceed £75,000)
  - 2) the work is to create a basement or to convert a basement or cellar, regardless of the cost of works
  - 3) the work is expected to take longer than 6 months to complete
  - 4) (if the project is being completed in stages, the timescale must take into account work already completed)
  - 5) there will be a Joint Contracts Tribunal contract (JCT)
  - 6) the number of BEDROOM(S) and or BATHROOM(S) will change, regardless of the cost of work

Please refer to policy exclusion 1 for details of restrictions that apply when any building work /renovation /extension /conversion is occurring.

Please ensure that the wall and roof construction, along with the flat roof percentage, as stated on the statement of facts is still correct following the completion of any building work/ renovation/ extension/conversion. WE also recommend YOU review the SUM(S) INSURED.

If YOU do not provide US with complete and accurate information which is subsequently disclosed, or comes to OUR attention after the commencement of this policy, WE may consider that YOU have misrepresented the facts. If this occurs, WE could:

- void the policy (this means the policy will be treated as if it never existed) and refuse to pay any claims
- cancel the policy from the date the non-disclosure occurred and refuse to pay any claims
- not pay any claims in full
- revise the premium and or change any EXCESS
- the extent of the cover may be affected and or amend the SUM(S) INSURED
- change the policy wording to an alternative in the Pen Evolve product range

When WE are notified of a change, WE will tell the insurance advisor if this affects the policy. For example whether WE are able to accept the change and continue with the Pen Evolve Landlord policy, whether the change will result in a revised EXCESS, ENDORSEMENT(S), a change to the SUM(S) INSURED and or a change in premium.

If YOUR requirements are no longer acceptable under Pen Evolve Landlord, WE may be able to amend the policy to another product in the Pen Evolve product range.

## 2. Claims

As soon as YOU are aware of an incident or cause which is likely to lead to a claim under this policy, YOU must:

- contact US as soon as reasonably possible and provide all the information and help WE need
- liability claims must be notified to US within 45 days of the incident or from the date YOU became aware an incident has occurred or from the date YOU became aware an incident has occurred
- contact the police immediately about any property which has been lost, stolen or maliciously damaged and obtain a crime reference number
- do all YOU reasonably can to recover any lost or stolen property and tell US if any property is then returned to YOU
- send US all correspondence unanswered, including any legal or other documents YOU may receive
- avoid discussing liability with, or admitting liability to, anyone else without OUR permission
- not destroy or dispose of any damaged item(s) without OUR permission

### Our Rights

- WE may:
  - take over and defend or settle any claim, or right YOU may have against another person, in YOUR name
  - prosecute (in YOUR name for OUR own benefit) any claim for indemnity or damages
- WE have the right to do as WE see fit in legal action and in settling YOUR claim
- WE have the right to enter any HOME where loss or damage has occurred and deal with salvage, YOU are not entitled to abandon any property to US

### Sum(s) Insured Limit

For any claim or series of claims involving legal liability covered by this policy, WE will pay:

- up to the SUM(S) INSURED shown in the SCHEDULE
- any lower amount for which WE can settle the claim

Once WE have made the payment, WE will have no further liability in connection with the claim, apart from paying costs and expenses YOU incurred before the payment date which WE have agreed

### 3. Fraudulent Claim

YOU must not act in a fraudulent manner, if YOU (or anyone acting for YOU):

- makes a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- makes a statement in support of a claim knowing the statement to be false in any respect; or
- submits a document in support of a claim knowing the document to be forged or false in any respect;
- or makes a claim in respect of any loss or damage caused by your willful act or with YOUR connivance

Then one, several or all of the following remedies may apply:

- WE shall not pay the claim;
- WE shall not pay any other claim which has been or will be made under the policy;
- WE may declare the policy void;
- WE shall be entitled to recover from YOU the amount of any claim paid under the policy since the last renewal date which is later established as invalid;
- WE shall not make any return premiums;
- WE may inform the Police of the circumstances

### 4. Other Insurance Policies

WE will not pay any claims for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

### 5. Cancellation

Cancellation within 14 day cooling off period:

YOU have a statutory right to cancel the policy within 14 days (this is known as the cooling off period) from either the start of the period of insurance or from the day YOU receive the SCHEDULE and the statement of facts, whichever is the later.

If YOU decide YOU do not wish to accept the policy or it does not meet YOUR requirements, please contact the insurance advisor. If the policy has not started, WE will refund the full premium and the policy will be cancelled from inception. If the policy has begun, subject to no claims being made or notified during the PERIOD OF INSURANCE, YOU will be entitled to a refund of any premium YOU have paid, less a proportional deduction for the time YOU have been on cover.

If YOU do not exercise the right to cancel within the 14 day cooling off period, the policy will remain in force and all premiums will be payable in accordance with the terms of the policy.

If YOU wish to cancel the policy outside the 14 day cooling off period:

Following the expiry of YOUR statutory 14 day right to cancel (also known as the cooling-off period) YOU continue to have the right to cancel the policy at any time during the PERIOD OF INSURANCE. If YOU wish to cancel the policy please contact the insurance advisor.

If YOU cancel the policy YOU will be entitled to a refund of any premium YOU have paid, less a proportional deduction for the time YOU have been on cover, subject to no claims being made or notified during the PERIOD OF INSURANCE.

If YOU wish to cancel the policy and there have been any claims in the PERIOD OF INSURANCE, any outstanding premium must be paid in full to the insurance advisor.

If WE wish to cancel the policy:

WE (or any agent WE appoint and who acts with OUR specific authority) may cancel this policy by sending YOU 7 days notice to YOUR last known address. If the insurance advisor holds an email address, notice of cancellation will also be emailed. YOU may be entitled to a refund of the premium paid, subject to a proportional deduction for the time that YOU have been on cover and subject to no claims being made or notified during the PERIOD OF INSURANCE.

WE will only cancel the policy for a valid reason, such as:

- non-payment of premium
- a change occurring which WE are unable to insure
- YOU breach any terms and conditions of the policy
- The use of foul or offensive language
- Nuisance or disruptive behaviour
- Where WE have identified serious grounds such as the use or threat of violence or aggressive behaviour against OUR staff, contractors or property

WE reserve the right to void the policy (this means the policy will be treated as if it never existed) and retain the premium if:

- any information has not been honestly and accurately declared
- YOU or anyone on YOUR behalf commits fraud or attempts to commit fraud

## 6. Duplicate Cover

If WE accept a claim and the loss or damage is covered under more than one section of this policy, WE will only settle the claim under the section that gives YOU the highest amount of cover.

## 7. Your Duty To Prevent Loss Or Damage

This policy is intended to cover YOU against unforeseen events such as fire or theft. It does not cover wear and tear or any other gradually operating cause.

- YOU must take all reasonable precautions to prevent accidents, loss or damage
- all property insured by this policy must be maintained in good condition

## 8. Insurable Interest

There is no cover under this policy if YOU do not have an insurable interest

## 9. Let Home

As the HOME is let to a TENANT(S) YOU must comply with all regulations and statutory conditions, including but not limited to:

- Gas safety:  
Every 12 months a registered gas engineer must inspect all gas appliances YOU need to keep the inspection record for 2 years
- Carbon monoxide detectors:  
Any room(s) containing a solid fuel burning appliance must be fitted with a carbon monoxide detector  
WE also recommend that YOU install a carbon monoxide detector in any room(s) that has a gas or oil appliance
- Fire safety:  
A smoke alarm must be installed on each floor that is used as living space  
All upholstered furniture must comply with current regulations for fire resistance
- Electrical safety:  
WE recommend that every 12 months all electrical appliances are PAT tested All electrics must be inspected every 5 years by a qualified electrician
- Health & Safety:  
Please ensure regular risk assessments are completed on the HOME and YOU take reasonable steps to minimise any risks or hazards

## 10. Security

YOU or an authorised representative must ensure that all security protections at the HOME are maintained in good working order throughout the PERIOD OF INSURANCE.

When all TENANT(S) permanently vacate the HOME, YOU or an authorised representative must ensure all security protections are put into full operation.

# Policy Exclusions

The following policy exclusions apply to all sections of the policy

## 1. Building Work/ Renovation/ Extension/ Conversion

Contractors Exclusion Clause:

There is no cover under this policy for loss, damage or liability caused by or arising from any activities of contractors or sub-contractors. There is also no cover for contractors, or sub-contractors tools, plant or machinery.

Application of Heat Clause:

Loss or damage by fire is excluded if caused by or attributable to the use of welding, cutting equipment, blow lamps, blow torches or any type of heat gun unless:

- adequate and suitable portable fire extinguishers complying with BSEN3 are in full working order and are kept in the HOME
- the area in the immediate vicinity to the work is cleared of all moveable combustible material. Any combustible materials which cannot be removed must be covered and protected by overlapping sheets or screens of a non-combustible material.
- a fire safety inspection of the working area to check for smoke, smouldering or flames (including the spaces behind walls, screens or partitions and above false ceilings) must be made at regular intervals during the work and 30 minutes after completion of each period of work. Immediate steps must be taken to extinguish any smouldering or flames when discovered (provided it is safe to do so)
- heat equipment is not left unattended whilst hot, lit or when switched on
- the heating of asphalt, bitumen, tar or pitch is carried out in the open, in a vessel designed for that purpose and it must be placed on a non-combustible surface

Roofing Work:

Loss or damage by STORM is excluded whilst any work is taking place to the roof.

Theft Restriction:

Loss of damage by theft or attempted theft is excluded for the duration of the building work/ renovation/ extension/ conversion project, unless there is evidence of a violent and or forcible entry or exit from the HOME.

## 2. General Exclusions

There is no cover under any section of this policy for loss or damaged caused by:

- frost, wear and tear, infestation, corrosion, damp, mould, fungus, wet and/or dry rot, moths, atmospheric conditions dryness, dampness, extremes of temperature, exposure to light or any gradually operating cause
- chewing, tearing, scratching or fouling by domestic animals or pets
- faulty design, specification, workmanship or materials
- a fault or limit of design, manufacture, construction or installation
- vermin, for example wasps, bees, hornets, rats, mice, squirrels, owls, birds or foxes
- illegal activities by YOU or by TENANT(S)

## 3. Radioactive Contamination And Nuclear Assemblies

Any legal liability of whatsoever nature directly or indirectly caused by, contributed to, or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

#### 4. War Exclusion

WE will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

#### 5. Cyber Exclusion

WE will not pay for any loss, damage, liability, cost or expenses caused directly by:

- a. the use of, or inability to use, any application, software or programme or any equipment they support;
- b. the presence or impact of any computer virus or malicious code;
- c. any hacking or cyber attack [meaning a deliberate or malicious attempt to access or damage computers]; or
- d. any computer-related hoax or the threat of such hoax;

However, this exclusion only applies to any items that are directly impacted by the above, and WE will pay for any resultant loss or damage to other insured property that would otherwise be covered by this insurance. The costs of fixing cyber issues or replacing or repairing the cyber operated piece of equipment remain excluded.

#### 2. Sonic Boom

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

#### 3. Reduction In Value

Any reduction in market value of the HOME following repair or replacement paid for under this policy.

#### 4. Deception

Any loss or damage suffered by YOU as a result of being deceived into knowingly parting with property unless deception is used only to gain entry into the HOME.

#### 5. Confiscation

Any loss or damage caused by confiscation, detention or seizure by:

- customs, police or officials
- order of any court of law
- any statutory or regulatory authority

#### 6. Terrorism

WE will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes.

#### 7. Pre-Existing Damage

WE will not pay any pre-existing loss or damage that occurred prior to this policy. Only claims occurring within the PERIOD OF INSURANCE will be considered.

## 8. Pollution or Contamination

Pollution or contamination is excluded unless it is the result of leakage of oil from a fixed domestic heating installation at the HOME, 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 HOME, and reported to us not later than 30 days from the end of the PERIOD OF INSURANCE. In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

## 9. Yearly Inspection

The HOME (including any loft areas) must be inspected internally and externally at least once every 12 months by YOU or an authorised representative. Records of each inspection must be kept and in the event of a claim we may ask to see these.

## 10. Property Maintenance

It is YOUR responsibility to maintain and look after the HOME. This policy is intended to provide YOU with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover YOU for damage that happens gradually over time, for example damp, damage caused by wear and tear, pre-existing damage or general maintenance costs.

## 11. Deliberate Acts

WE will not pay for loss or damage as a result of a deliberate act by YOU

## 12. Your Duty To Keep To The Policy Conditions

YOU must keep to the terms and conditions of this policy throughout the PERIOD OF INSURANCE.

Failure to comply with an ENDORSEMENT(S) or policy condition, could affect the validity of the policy and result in any claims being rejected.

## 13. Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business, collectively known as Sanctions.

Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable laws or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, Pen are generally restricted

from providing broking, claims handling or other services that relate to Cuba or Iran – including because of significant difficulties in processing payments and other commercial and reputational considerations.

No INSURER(S) shall be deemed to provide cover and no INSURER(S) shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the INSURER(S) to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, law or regulations of the European Union, United Kingdom or the United States of America.

Any insurance intermediary or broker who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to Pen in respect of any services provided to Pen or on Pen's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

## 14. Solar Weather

WE will not pay for any loss, damage or liability directly or indirectly caused by, contributed to by, resulting from or in connection with:

- a. Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions;
- b. Any fear or threat of a; or
- c. Any action taken in controlling, preventing, suppressing, responding or in any way related to a or b above.

**15. Communicable Disease**

WE will not pay for any loss, damage or liability directly or indirectly caused by, contributed to by, resulting from or in connection with:

- a. Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome;
- b. Any fear or threat of a; or
- c. Any action taken in controlling, preventing, suppressing, responding or in any way related to a or b above.

## Summary of key Policy Sum(s) Insured and Inner Limits

	SUM(S) INSURED
<b>BUILDINGS</b>	<p>£1,000,000</p> <p>This SUM(S) INSURED must represent the rebuilding cost, which is not the same as the price the HOME would sell for.</p> <p>BUILDING(S) also needs to include the rebuilding cost of all OUTBUILDING(S)</p>
<b>OUTBUILDING(S)</b>	<p>£50,000 in total for all OUTBUILDING(S)</p> <p>Limited to £25,000 per OUTBUILDING(S)</p>
<b>CONTENT(S)</b>	<p>£50,000</p> <p>This SUM(S) INSURED also includes VALUABLES, if the item(s) is less than £500</p>
<b>VALUABLES</b>	<p>VALUABLES limits (this is included within the CONTENTS SUM(S) INSURED</p> <ul style="list-style-type: none"> <li>• WE will not pay more than £2,500 for VALUABLES unless the item(s) is valued £500 or greater and is specified on the SCHEDULE</li> </ul>
<b>Loss of metered water or oil</b>	£5,000
<b>Trace and Access</b>	£10,000
<b>Loss of Rent</b>	£50,000
<b>Garden Damage</b>	£5,000, limited to £500 per tree, shrub or plant
<b>Property Owners Liability</b>	£2,000,000
<b>Liability as Owner of Contents</b>	£2,000,000
<b>DOMESTIC EMPLOYEE liability</b>	£10,000,000
<b>Theft of CONTENTS from an OUTBUILDING(S) or garage</b>	£1,000
<b>Theft of CONTENTS in the open</b>	£500
<b>Theft or attempted theft by a TENANT(S)</b>	<p>BUILDINGS £5,000</p> <p>CONTENTS £2,500</p>
<b>Malicious acts</b>	<p>BUILDINGS £10,000 if caused by a TENANT(S) CONTENTS £2,500 if caused by a TENANT(S)</p> <p>EXCESS or the deposit paid by the TENANT(S), whichever is the greater</p>
<b>Accidental Damage by TENANT(S)</b>	<p>BUILDINGS £10,000</p> <p>CONTENTS £5,000</p> <p>EXCESS or the deposit paid by the TENANT(S), whichever is the greater</p>

# Tips To Protect The Home

This information is guidance only and it is not part of the policy terms or conditions

## **Fire:**

It's recommended that at least 1 smoke detector is installed Test the smoke alarm every month

Unplug appliances after use, e.g. hair straighteners

Unplug electrical items once charged, e.g. battery for power tools

## **Storm:**

Keep gutters, gullies, downpipes and drains clear of leaves and debris to help water drain away

Consider cutting back low / overhanging tree branches which could cause damage in strong winds

Secure or put away any objects in the garden which could cause damage or injury if they are blown around in strong winds, e.g. trampoline

## **Cold Weather / Escape of Water:**

It's recommended that a boiler be serviced every 12 months

Know where the stopcock is located so that in an emergency the water can be shut off to isolate the supply

Lag pipes in the loft and the water tank to help with insulation

Lag any outside water taps to help prevent water freezing and the pipe bursting

Plastic pipes / joints tend to degrade quicker than metal, so be watchful for any signs of wear and tear, e.g. flaking paint, damp patch or the smell of damp

Remove any build-up of snow from flat roofs (if safe to do so) as the weight can cause damage

Remove snow from pathways and sprinkle with salt to help prevent ice forming and the area becoming slippery

## **Security:**

Do not leave ladders unsecured, as they could be used to gain entry

Do not leave a spare key under a plant pot or a door mat

Consider joining a neighbourhood watch scheme

In winter months, set up timer lights to come on and off at different times of the day and night

## **General:**

Regularly check oil tanks for any signs of damage and or leaks

Regularly check oil tanks to ensure the level of oil is as expected

Regularly check the condition of any flat roofs, in particular those on outbuildings as these are more susceptible to weather related damage

Promptly deal with any maintenance issues, such as slipped tiles or loose ridge tiles

# POLICY DEFINITIONS

Wherever the following words appear in the policy wording, SCHEDULE or statement of facts they will have the meanings defined below. A defined word will be printed in capitals e.g. HOME.

ACCIDENTAL DAMAGE	Unexpected and unintended damage caused suddenly and by an outside force
BATHROOM(S)	A room containing a bath and/or a separate shower unit If the HOME has an annex, the number of BATHROOMS(S) declared must include the annex.
BEDROOM(S)	A room originally designed as a bedroom even if it is now used for other purposes. If the HOME has an annex, the number of BEDROOM(S) declared must include the annex.
BODILY INJURY	Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical bodily harm.
BUILDINGS	<p>The HOME, its decorations including fixtures and fittings (such as wooden or tiled flooring, kitchen, BATHROOM(S) and fitted wardrobes), permanently installed swimming pools (but not the cover), permanently installed hot tubs, professionally installed solar panels, car port if attached to the property, tennis courts, drives, patios, terraces, walls, gates, fences, fixed fuel tanks, fixed radio/television aerials, fixed satellite dishes including fittings and masts that YOU own or which YOU are legally responsible for.</p> <p>BUILDINGS does not include:</p> <ul style="list-style-type: none"> <li>• Ground source heat pumps</li> <li>• Air source heat pumps</li> <li>• Water source heat pumps</li> <li>• Ductless mini split or hybrid pumps</li> <li>• Wind turbines</li> <li>• Electric vehicle charging leads and cables</li> <li>• Sea wall</li> <li>• Commercial premises</li> </ul> <p>The BUILDINGS SUM(S) INSURED also includes the cover available for OUTBUILDING(S)</p>
CONTENTS	<p>Household goods including carpets and VALUABLES within the HOME, which are YOUR property or which YOU are legally responsible for.</p> <p>CONTENTS does not include:</p> <ul style="list-style-type: none"> <li>• PEDAL CYCLE(S)</li> <li>• Money or Credit Cards</li> <li>• item(s) belonging to a TENANT(S)</li> <li>• Jewellery/ watches, gold, silver, bronze, precious metals, gemstones, furs, curios, stamps, coins, medals, china, porcelain, guns or musical instruments</li> <li>• motorised vehicles including electric vehicle charging leads and cables, quad bikes, motor cycles, go karts, e-scooter, caravans, trailers, watercraft, aircraft or their accessories (other than domestic garden machinery and pedestrian controlled models or toys)</li> <li>• contact, corneal or micro corneal lenses, dental implants</li> <li>• any living creature</li> <li>• trees, bushes, plants or shrubs other than those normally kept in the HOME</li> <li>• any part of the BUILDINGS</li> <li>• business stock</li> <li>• any property insured under any other insurance</li> </ul>

DOMESTIC EMPLOYEE	Someone YOU employ to carry out domestic duties at HOME, examples include gardener, cleaner, window cleaner.  The person(s) must not be employed by YOU in connection with any other business, trade, profession or employment.
ENDORSEMENT(S)	A change in the terms and conditions of this insurance as shown on the SCHEDULE
EXCESS	The amount YOU have to pay towards each section of a claim.  If the claim affects more than one section of the policy and is caused by the same incident, WE will only apply one EXCESS and if applicable one voluntary EXCESS. If the EXCESS or voluntary EXCESS is different under each section, the higher EXCESS applies.
HEAVE	Upward and or lateral movement of the ground beneath the HOME as a result of the soil expanding
HOME	The property, conservatory, garages and any OUTBUILDING(S) at the address shown on the SCHEDULE
LANDSLIP	Downward movement of sloping ground
OUTBUILDING(S)	Home office, home gym, garden sheds, summer houses, greenhouses and other similar structures which are on a permanent foundation, are for domestic use by the TENANT(S) and are located at the address shown on the SCHEDULE.  OUTBUILDING(S) does not include: <ul style="list-style-type: none"> <li>• Stables or any other equine facilities</li> <li>• Tree houses</li> <li>• Inflatable structures or any structure made of canvas</li> <li>• Outbuildings that are portable, such as Shepherds Hut</li> <li>• Commercial premises</li> <li>• Structures that are open on more than 1 side</li> </ul> OUTBUILDING(S) limits:  WE will pay a maximum of £50,000 for all OUTBUILDING(S) and the maximum WE will pay per OUTBUILDING(S) is £25,000
PERIOD OF INSURANCE	The length of time for which this policy is in force, as shown on the SCHEDULE and for which YOU have paid and WE have accepted a premium. Each renewal represents the start of a new PERIOD OF INSURANCE
SANITARY WARE	Washbasins, sinks, bidets, toilet pans, cisterns, shower trays, shower screens, baths and bath panels
SCHEDULE	The SCHEDULE forms part of this policy and contains details of the HOME, the SUM(S) INSURED, the PERIOD OF INSURANCE, ENDORSEMENT(S), EXCESS and the section(s) of insurance which apply
SETTLEMENT	Downward movement of the land beneath the HOME as a result of compaction due to the weight of the HOME
STORM	<ul style="list-style-type: none"> <li>• Strong winds of over 55 miles per hour which will sometimes be accompanied by rain, snow or hail</li> <li>• Heavy or persistent rain on its own is not a STORM unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time)</li> <li>• Hail with such intensity that it damages hard surfaces or breaks glass</li> </ul>
SUBSIDENCE	Downward movement of the land beneath the HOME that is not a result of SETTLEMENT
SUM(S) INSURED	The maximum amount of cover as shown on the SCHEDULE and in the policy wording that WE will pay for a claim resulting from one incident
TENANT(S)	A person(s) who has YOUR permission to occupy the HOME

POLICY DEFINITIONS

UNOCCUPIED	<p>The HOME has not been lived in and occupied overnight by a TENANT(S) for more than 30 consecutive days</p> <p>(the timescale commences from the date the HOME was last occupied, even if this is prior to the policy starting)</p> <p>If YOU are buying the HOME, a TENANT(S) must be living in the HOME within 31 days from the date contracts complete to buy the HOME</p>
<p>VALUABLES (cover applies within the HOME)</p>	<p>Pictures, paintings, photographs, prints, clocks, barometers, rugs, antiques (items over 100 years old)</p> <p>VALUABLES is limited to £2,500 (this is included within the CONTENTS SUM(S) INSURED</p> <ul style="list-style-type: none"> <li>• Any item, pair or set £500 and more must be specified on the SCHEDULE</li> </ul>
WE / US / OUR / INSURER(S)	The insurer(s) whose identity is stated on the SCHEDULE
YOU / YOUR / THE POLICYHOLDER(S)	The person or persons named in the SCHEDULE

# Section 1: Buildings & Contents

Refer to the SCHEDULE for details of which section(s) of cover apply.

If YOU have not chosen a section or if it is not available, the SCHEDULE will either state Not Selected or £0.00

What is covered	What is not covered
<p>The maximum WE will pay is the BUILDINGS SUM(S) INSURED as stated on the SCHEDULE</p> <p>The maximum WE will pay is the CONTENTS SUM(S) INSURED as stated on the SCHEDULE</p> <p>Please refer to the policy definitions for details of what BUILDINGS and CONTENTS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>the EXCESS</li> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> <li>any loss or damage excluded under the BUILDINGS or CONTENTS sections of the policy</li> <li>more than £2,500 for VALUABLES unless the item(s) is valued £500 or greater and is specified on the SCHEDULE</li> </ul>

## Cover

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
<p>Fire, smoke damage, lightning, explosion or earthquake</p> <p>Following a fire, WE will pay a maximum of £2,500 to refill fire extinguishers, replace sprinkler heads, refill sprinkler tanks or replace a fire blanket(s)</p>		BUILDINGS CONTENTS
Aircraft and other flying devices or items dropped from them		BUILDINGS CONTENTS
STORM, flood or weight of snow	<ul style="list-style-type: none"> <li>to domestic fixed fuel oil tanks in the open</li> <li>to swimming pools, hot tubs, solar panels, wind turbines, tennis courts, patios, terraces, hedges, gates and fences</li> <li>STORM damage to a greenhouse(s)</li> <li>to fixed radio and television aerials, fixed satellite dishes and their fittings and masts</li> <li>to CONTENTS in the open</li> </ul>	BUILDINGS CONTENTS

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>• to swimming pools or hot tubs</li> <li>• caused by the failure or lack of grout and/or sealant</li> <li>• resulting from the failure of fish tanks</li> <li>• caused by taps being left on or sinks and/or baths overflowing</li> <li>• water escaping or overflowing from down pipes, roof valleys, gullies or guttering</li> <li>• caused by an object(s) falling into a cold water storage tank and/ or anything dislodging the ball valve if the tank has not been fitted with a lid. The lid must be securely fitted and be designed for the tank (it is not acceptable to balance a piece of wood or other similar material on the tank to act as a lid)</li> </ul>	BUILDINGS CONTENTS
Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	<ul style="list-style-type: none"> <li>• to domestic fixed fuel oil tanks</li> </ul>	BUILDINGS CONTENTS
Theft or attempted theft	<ul style="list-style-type: none"> <li>• the maximum WE will pay is £5,000 if caused by TENANT(S) for BUILDINGS</li> <li>• unless there is physical evidence of a violent and forcible entry or exit</li> <li>• EXCESS or the deposit paid by the TENANT(S), whichever is the greater if the damage is caused by a TENANT(S)</li> </ul>	BUILDINGS
Theft or attempted theft	<ul style="list-style-type: none"> <li>• the maximum WE will pay is £2,500 if caused by TENANT(S) for CONTENT(S)</li> <li>• unless there is physical evidence of a violent and forcible entry or exit</li> <li>• to VALUABLES in an OUTBUILDING(S) or a garage</li> <li>• The maximum WE will pay for CONTENTS in an OUTBUILDING(S) or garage is £1,000</li> <li>• The maximum WE will pay for CONTENTS in the open within the boundary of the HOME is £500</li> <li>• EXCESS or the deposit paid by the TENANT(S) whichever is greater if the damage is caused by a TENANT(S)</li> </ul>	CONTENTS
Collision by any vehicle or animal	<ul style="list-style-type: none"> <li>• caused by insects, birds, vermin or pets</li> </ul>	BUILDINGS CONTENTS
Riot, civil unrest, strikes or political disturbances		BUILDINGS CONTENTS

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
Malicious acts	<ul style="list-style-type: none"> <li>The maximum WE will pay is £10,000 if caused by a TENANT(S) for BUILDINGS and £2,500 for CONTENTS</li> <li>EXCESS or the deposit paid by the TENANT(S) whichever is greater if the damage is caused by a TENANT(S)</li> </ul>	BUILDINGS CONTENTS
SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the HOME stands on	<ul style="list-style-type: none"> <li>to domestic fixed fuel oil tanks, septic tanks, swimming pools, hot tubs, tennis courts, drives, patios, terraces, walls, gates and fences unless the HOME is damaged at the same time</li> <li>to solid floors unless load bearing walls in the HOME are damaged at the same time</li> <li>compensation that has been provided or would have been but for the existence of this policy under any contract, guarantee or law</li> <li>caused by coastal erosion or riverbed erosion</li> <li>while the HOME is undergoing any structural repairs, extensions or renovations</li> <li>caused by normal SETTLEMENT or shrinkage, or by recently placed infill material moving up</li> </ul>	BUILDINGS CONTENTS
<ul style="list-style-type: none"> <li>Falling trees, telegraph poles or lamp poles</li> </ul>	<ul style="list-style-type: none"> <li>caused by trees being cut down or cut back within the boundary of the HOME</li> <li>to gates and fences unless the HOME is damaged at the same time</li> </ul>	BUILDINGS CONTENTS
<p>Underground Services</p> <p>WE will pay the cost of repairing ACCIDENTAL DAMAGE to domestic oil pipes, underground water supply pipes, underground sewers, drains, septic tanks, underground gas pipes and underground cables serving the HOME and which YOU are legally responsible for</p>	<ul style="list-style-type: none"> <li>to pitch fibre pipes</li> <li>the cost of clearing a blocked drain or blocked sink</li> </ul>	BUILDINGS
<p>Loss of metered water or loss of oil</p> <p>WE will pay up to £5,000 for increased metered water charges YOU have to pay following escape of water being discharged from a metered water system providing service to the HOME</p> <p>WE will pay up to £5,000 pay for loss of oil following a claim for escape of oil</p>		BUILDINGS CONTENTS
<p>Trace and access</p> <p>WE will pay up to £10,000 for costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating system in the HOME including any repairs directly related to tracing and accessing the water leak</p>		BUILDINGS

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
<p>Unauthorised Use of Electricity, Gas, Oil or Water</p> <p>The costs YOU incur following unauthorised use of gas, electricity, water or oil by persons occupying the HOME without YOUR permission.</p> <p>The maximum amount WE will pay is £2,500 per claim</p>		BUILDINGS
<p>Loss of Rent</p> <p>If the HOME is damaged by any cause covered under the BUILDING(S) section of this policy and as a result it cannot be lived in, WE will pay for loss of rent.</p> <p>The maximum WE will pay is £50,000 per claim</p> <p>Loss of rent only applies whilst the HOME is uninhabitable</p>	<ul style="list-style-type: none"> <li>loss of rent if the TENANT(S) does not have a tenancy agreement</li> <li>loss of rent from the date the HOME is habitable to the date TENANT(S) move in</li> </ul>	BUILDINGS
<p>Damage caused by emergency services</p> <p>WE will pay for the costs and expenses incurred following loss or damage caused by emergency services gaining access to the HOME in the course of their duty to safeguard life or property</p>		BUILDINGS
<p>Damage to YOUR garden</p> <p>WE will pay up to £5,000 for loss or damage by any cause covered under the BUILDINGS section of this policy to trees, shrubs, plants and lawns</p> <p>The maximum WE will pay per tree, shrub or plant is £500 per claim</p>	<ul style="list-style-type: none"> <li>caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost</li> <li>to trees, shrubs, plants or lawns dying naturally or because YOU have not maintained them</li> <li>to artificial lawns</li> </ul>	BUILDINGS
<p>Selling the HOME</p> <p>If YOU enter into a contract to sell the HOME insured by this policy and it is damaged or destroyed by an insured event prior to the sale being completed, the buyer(s) will be entitled to any benefit from this insurance for the damage after the sale has been completed</p>	<ul style="list-style-type: none"> <li>if any other insurance has been arranged by or on behalf of the buyer</li> </ul>	BUILDINGS

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
<p>Property owners liability</p> <p>WE will pay for all amounts YOU legally have to pay for causing:</p> <ul style="list-style-type: none"> <li>BODILY INJURY</li> <li>loss of or damage to property</li> </ul> <p>which is caused by an accident happening in the BUILDINGS and/or within the boundary of the HOME, during the PERIOD OF INSURANCE arising from:</p> <ul style="list-style-type: none"> <li>YOU owning the BUILDINGS, or</li> <li>from faulty work on the HOME which YOU sold or moved out of before the BODILY INJURY or damage happened (Defective Premises Act 1972, section 3). This cover will continue for seven years from the date YOUR policy expires or is cancelled, but it will not apply if the policy is invalid or if YOUR liability is covered by a more recent policy)</li> </ul> <p>The maximum WE will pay in respect of any one claim or a series of claims arising from one cause is £2,000,000</p> <p>If YOU die, WE will indemnify (protect) YOUR legal representative against YOUR liability as a property owner</p>	<ul style="list-style-type: none"> <li>for BODILY INJURY to YOU, a DOMESTIC EMPLOYEE or any employee</li> <li>to property owned, leased, let, rented, hired, lent or entrusted to YOU</li> <li>any lift (other than a stair lift) YOU own and/or lease or YOU are responsible for maintaining</li> <li>any deliberate or malicious acts, assault and/or corporal punishment</li> <li>property owners liability if the HOME is used for any business, trade, profession or employment other than for clerical business use</li> <li>any agreement unless YOU would have had that liability had the agreement not been in existence</li> <li>any claim where YOU would be entitled to be paid under any other policy, if this policy did not exist, unless the amount to be settled exceeds the SUM(S) INSURED payable under the other policy</li> <li>any amount unless WE have agreed it in writing with YOU</li> <li>claims that are not notified to US within 45 days of the incident or from the date YOU became aware an incident has occurred</li> </ul>	BUILDINGS
<p>DOMESTIC EMPLOYEE liability</p> <p>WE will pay YOUR legal liability for all amounts YOU have to pay for accidental BODILY INJURY which happens to any DOMESTIC EMPLOYEE, during the course of their work or which is caused by YOU at the HOME, during the PERIOD OF INSURANCE</p> <p>The maximum amount WE will pay is £10,000,000 for each claim</p> <p>WE will also pay YOUR costs and expenses which WE have already agreed to in writing</p>	<ul style="list-style-type: none"> <li>any amount unless WE have agreed to it in writing with YOU</li> <li>claims that are not notified to US within 45 days of the incident or from the date YOU became aware an incident has occurred</li> </ul>	CONTENTS

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
<p>Liability as owner of CONTENTS:</p> <p>WE will pay all amounts YOU legally have to pay for causing BODILY INJURY or loss of or damage to property, happening during the PERIOD OF</p> <p>INSURANCE as owner of CONTENTS at the HOME</p> <p>The maximum amount WE will pay is £2,000,000 for each claim</p> <p>WE will also pay YOUR costs and expenses which WE have already agreed to in writing</p>	<ul style="list-style-type: none"> <li>• BODILY INJURY to YOU, a DOMESTIC EMPLOYEE or any other employee</li> <li>• to property leased, let, rented, hired, lent or entrusted to YOU</li> <li>• any lift (other than a stair lift) YOU own or lease or YOU are responsible for maintaining</li> <li>• the ownership or use of mechanically powered or motorised vehicles (including electric vehicle charging leads and cables) except for: <ul style="list-style-type: none"> <li>- domestic garden machinery</li> </ul> </li> <li>• any deliberate or malicious acts, assault and/or corporal punishment</li> <li>• any communicable disease, virus or condition that YOU directly or indirectly pass onto another person</li> <li>• occupiers liability if the HOME is used for any business, trade, profession or employment except for clerical business use</li> <li>• any agreement unless YOU would have had that liability had the agreement not been in existence</li> </ul>	<p>CONTENTS</p>

## Section 2: Accidental Damage

Refer to the SCHEDULE for details of which section(s) of cover apply.

If YOU have not chosen a section or if it is not available, the SCHEDULE will either state Not Selected or £0.00

What is covered	What is not covered
<p>The maximum WE will pay is the BUILDINGS SUM(S) INSURED as stated on the SCHEDULE</p> <p>The maximum WE will pay is the CONTENTS SUM(S) INSURED as stated on the SCHEDULE</p> <p>Please refer to the policy definitions for details of what ACCIDENTAL DAMAGE includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>the EXCESS or the deposit paid by the TENANT(S) (whichever is greater) if the damage is caused by a TENANT(S)</li> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> <li>any loss or damage excluded under the under the ACCIDENTAL DAMAGE section of the policy</li> </ul>

### Cover

Loss or damage that is covered	Loss or Damage that is not covered	Section(s) of cover
ACCIDENTAL DAMAGE	<ul style="list-style-type: none"> <li>caused by movement, SETTLEMENT, shrinkage, collapse or cracking of the HOME</li> <li>while the HOME is undergoing alteration, repair, cleaning, maintenance, renovation, demolition or is being structurally altered regardless of the cost of the works</li> <li>the cost of clearing a blocked drain or a blocked sink</li> <li>damage to BUILDINGS resulting from water ingress if the cause of the damage is not STORM, flood or weight of snow or escape of water. This policy will not pay for repair or replacement of the BUILDINGS if the cause of the damage is excluded under any section</li> <li>damage to CONTENTS resulting from water ingress if the cause of the damage is not STORM, flood or weight of snow or escape of water. This policy will not pay for repair or replacement of the CONTENTS if the cause of the damage is excluded under any section</li> <li>from mechanical or electrical faults or breakdown</li> <li>to CONTENTS within garages and or OUTBUILDING(S)</li> <li>caused by pets</li> <li>the maximum WE will pay is £10,000 if caused by a TENANT(S) for BUILDINGS</li> <li>the maximum WE will pay is £5,000 if caused by a TENANT(S) for CONTENTS</li> </ul>	<p>BUILDINGS</p> <p>CONTENTS</p>

# Claims Information and Settlement

Depending on the type of claim, WE may:

- Ask YOU to obtain estimates for any repairs or replacements
- Ask YOU to obtain a report to confirm the cause of damage, for example of plumbers report
- Arrange for the damage to be inspected, for example by a loss adjustor or a specialist company

## Limit Of Insurance

WE will not pay more than the SUM(S) INSURED shown in the SCHEDULE

## Excess

If the claim affects more than one section of the policy and is caused by the same incident, WE will only apply one EXCESS and if applicable one voluntary EXCESS. If the EXCESS or voluntary EXCESS is different under each section, the higher EXCESS applies.

## Sum(s) Insured / Replacement Or Repair

### BUILDINGS:

If YOU claim for loss or damage to BUILDINGS WE will at OUR option repair, replace, reinstate or pay for any items covered under this section.

If YOU are under insured which means the cost of rebuilding the BUILDINGS at the time of the loss or damage is more than the SUM(S) INSURED for BUILDINGS, this could affect a claim and it could invalidate the policy.

### OUTBUILDING(S) limits:

WE will pay a maximum of £50,000 for all OUTBUILDING(S), limited to £25,000 per OUTBUILDING(S)

If the BUILDINGS or OUTBUILDING(S) has not been maintained in good repair, this could affect a claim and it could invalidate the policy

If the repair or replacement is not carried out WE will, at OUR option, pay the reduction in market value resulting from the damage, not exceeding what it would have cost to repair the damage to the HOME if the repair work had been carried out without delay.

### CONTENTS:

If YOU claim for loss or damage to CONTENTS WE will at OUR option repair, replace, reinstate or pay for any items covered under this section.

For total loss or destruction of any items WE will pay YOU the cost of replacing the items as new, provided that the new item is as close as possible to but not an improvement on the original items when it was new.

If YOU are under insured which means the cost of replacing all the CONTENTS as new at the time of the loss or damage is more than the CONTENTS SUM(S) INSURED this could affect a claim and it could invalidate the policy.

Policy Sub Limits:

VALUABLES limit is £2,500

Valuables valued £500 or greater must be specified on the SCHEDULE and the maximum WE will pay is the listed value for each item

A deduction for wear and tear will apply to clothing and household linen.

For total loss or destruction of any items WE will pay YOU the cost of replacing the items as new, provided that the new items is as close as possible to but not an improvement on the original items when it was new.

### **Pairs, Sets And Suites**

WE will not pay the cost of replacing or repairing any undamaged item which forms 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.

### **Professional Fees**

Within the BUILDINGS SUM(S) INSURED WE will pay for architect's, surveyor's, engineers fees, the cost of removing debris and demolition and/or supporting undamaged parts of the HOME and costs YOU have to pay to comply with any government or local authority requirements incurred in reinstating or repairing the HOME following damage caused by this section of the policy.

WE will not pay for expenses incurred for preparing a claim or an estimate for loss or damage or any costs if government or local authority requirements were served on YOU before the loss or damage occurred.

For HOMES in Scotland WE will not pay for the expenses incurred in complying with fire safety, if the HOME did not already have the necessary smoke, heat and carbon monoxide alarms.

### **Automatic Re-instatement Of Sum(s) Insured**

WE will not reduce the SUM(S) INSURED after WE have paid a claim provided that YOU agree to carry out OUR recommendations to prevent further loss or damage within an agreed period of time.

### **Impact of Incorrect Information on a claim**

If the information provided by YOU at any time is not complete and accurate or it is misrepresented, we could:

- Void the policy (this means the policy will be treated as if it never existed) and refuse to pay any claim
- Cancel the policy from the date the non-disclosure occurred and refuse to pay any claim
- Not pay any claim in full
- Revise the premium and or change any EXCESS
- Revise the extent of cover and or amend the SUM(S) INSURED
- Change the policy wording applicable to an alternative in the Pen Evolve product range

### **Proof Of Ownership and Value / Supporting Evidence**

It is YOUR responsibility to provide proof of any loss. WE may ask YOU to provide receipts, valuations, photographs, instruction booklets, guarantees, utility bills, pre-inception survey reports or any other relevant documentation and assistance WE may require to help with YOUR claim.

When YOU notify US of a claim it will help if YOU can provide details of the make, model and serial number of any electrical goods.

If YOU claim for any specified item on the SCHEDULE, YOU will need to provide proof of the item's value. WE recommend YOU retain photographs, instruction booklets, copies of valuations, receipts, make, model and serial number.

For specified VALUABLES WE recommend YOU obtain a professional valuation at least once every 3 years.

# Other Policy Information

## Choice Of Law

Under the laws of the United Kingdom both YOU and WE are free to choose the law which applies to this contract to the extent permitted by those laws. Unless YOU and WE agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

## Pen Underwriting Limited Privacy Notice

Pen are the data controller for any personal data YOU provide to us. Pen collect and process personal data in order to offer and provide insurance services, policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, claims underwriting exchange, service providers, professional advisors, our regulators or fraud prevention agencies.

Pen may record telephone calls to help us monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how YOUR personal data is used, shared, disclosed and retained, YOUR rights in relation to YOUR personal data and how to contact our Data Protection Officer. Pen's Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time Pen may make important updates to our Privacy Notice and these may in turn affect the way Pen use and handle YOUR data. Please ensure YOU review the Privacy Notice periodically to ensure YOU are aware of any changes.

## Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme. Depending on the circumstances of YOUR claim YOU may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if WE cannot meet OUR obligations. See <https://www.fscs.org.uk/>

## Policy Format

Please get in touch by contacting the insurance advisor if YOU need YOUR documents in large font, braille, or as audio.

## Several Liability Clause

Please note that the liability of INSURER(S) is several and not joint and is limited solely to the extent of the INSURER(S) individual proportions. The INSURER(S) are not responsible for the subscription of any co-subscribing INSURER(S) or any other INSURER(S) or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each INSURER(S) proportionate liability will be provided upon request.

