

Property Owners Endorsement Library

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Endorsement Wordings

P090: CONTRACTORS EXCLUSION

There is no liability under this Policy for loss or damage caused by the activities of contractors.

P091: THEFT RESTRICTION - FORCED ENTRY AND OR EXIT

There is no liability for CONTENTS AND FIXTURES & FITTINGS for loss or damage by theft or attempted theft unless there is physical evidence of violent and forcible entry into, or exit from, THE PREMISES.

P104: INCREASED STORM EXCESS £2,500

WE will not indemnify YOU under this policy in respect of the first £2,500 for damage caused by STORM and not as otherwise stated in the schedule.

P105: INCREASED STORM EXCESS £5,000

WE will not indemnify YOU under this policy in respect of the first £5,000 for damage caused by STORM and not as otherwise stated in the schedule.

P106: FLOOD EXCLUSION

WE will not indemnify YOU in respect of damage under this policy caused by flood

P107: INCREASED FLOOD EXCESS £2,500

WE will not indemnify YOU under this policy in respect of the first £2,500 for damage caused by flood and not as otherwise stated in the schedule.

P108: INCREASED FLOOD EXCESS £5,000

WE will not indemnify YOU under this policy in respect of the first £5,000 for damage caused flood and not as otherwise stated in the schedule.

P109: SUBSIDENCE EXCLUSION

WE will not indemnify YOU in respect of damage under this policy caused by SUBSIDENCE, HEAVE and LANDSLIP and not as otherwise stated in the schedule.

P110: INCREASED SUBSIDENCE EXCESS £2,500

WE will not indemnify YOU under this policy in respect of the first £2,500 for damage caused by SUBSIDENCE, HEAVE and LANDSLIP and not as otherwise stated in the schedule.

P111: INCREASED SUBSIDENCE EXCESS £5,000

WE will not indemnify YOU under this policy in respect of the first £5,000 damage caused by SUBSIDENCE, HEAVE and LANDSLIP and not as otherwise stated in the schedule.

P112: INCREASED SUBSIDENCE EXCESS £10,000

WE will not indemnify YOU under this policy in respect of the first £10,000 for DAMAGE caused by subsidence, heave and landslip and not as otherwise stated in the schedule.

P119: INCREASED ESCAPE OF WATER EXCESS £750

WE will not indemnify YOU under this policy in respect of the first £750 for damage caused by escape of water from any tank, apparatus or pipe and not as otherwise stated in the schedule.

P120: INCREASED ESCAPE OF WATER EXCESS £1,000

WE will not indemnify YOU under this policy in respect of the first £1,000 for damage caused by escape of water from any tank, apparatus or pipe and not as otherwise stated in the schedule.

P121: INCREASED ESCAPE OF WATER EXCESS £2,500

WE will not indemnify YOU under this policy in respect of the first £2,500 for damage caused by escape of water from any tank, apparatus or pipe and not as otherwise stated in the schedule.

P122: ESCAPE OF WATER EXCLUSION

WE will not indemnify YOU for damage caused to the BUILDINGS OR CONTENTS FIXTURES & FITTINGS caused by escape of water from any tank, apparatus or pipe.

P123 FLAT ROOF CONDITION

It is a condition precedent to *OUR* Liability under the policy in respect of damage by storm or flood that any flat roof portion of *THE HOME* shall be:

- (a) inspected at least once every 5 years by a qualified builder or property surveyor
- (b) Any defects identified remedied within 30 days of the inspection.

YOU must retain evidence of the inspection and repairs to provide to US in the event of a

claim.

WE will not pay for the first £500 in respect of each and every claim arising from storm or flood and not as otherwise stated in the schedule.

P125: ACCIDENTAL DAMAGE BY TENANT EXCLUSION (BUILDINGS)

WE will not indemnify YOU in respect of Accidental Damage to the BUILDINGS caused by the RESIDENT under this Policy.

P126: ACCIDENTAL DAMAGE BY TENANT EXCLUSION (CONTENTS)

WE will not indemnify YOU in respect of Accidental Damage to CONTENTS AND FIXTURES & FITTINGS caused by the RESIDENT under this Policy.

P127: INCREASED THEFT EXCESS £1,000

WE will not pay for the first £1,000 in respect of each and every claim caused by theft or attempted theft at the HOME and not as otherwise stated in the schedule.

P128: INCREASED THEFT EXCESS £500

WE will not pay for the first £500 in respect of each and every claim caused by theft or attempted theft at the HOME and not as otherwise stated in the schedule.

P129: THEFT RESTRICTION - FORCED ENTRY AND OR EXIT - APPLICABLE TO CONTENTS AND FIXTURES & FITTINGS

There is no liability for landlord's contents of this Policy for loss or damage by theft or attempted theft unless there is physical evidence of violent and forcible entry into, or exit from, the *HOME*.

P130: MALICIOUS DAMAGE AND THEFT BY TENANTS COVER EXTENSION

WE will indemnify YOU in respect of malicious damage and theft to BUILDINGS and/or CONTENTS AND FIXTURES & FITTINGS caused by any RESIDENT, except for losses caused by YOU.

The maximum WE will pay in respect of any one claim is £5,000.

P134: INCREASED PROPERTY DAMAGE EXCESS £200

WE will not indemnify YOU under this policy in respect of £200 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P135: INCREASED PROPERTY DAMAGE EXCESS £250

WE will not indemnify YOU under this policy in respect of £250 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P136: INCREASED PROPERTY DAMAGE EXCESS £350

WE will not indemnify YOU under this policy in respect of £350 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P138: INCREASED PROPERTY DAMAGE EXCESS £500

WE will not indemnify YOU under this policy in respect of £500 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P139: INCREASED PROPERTY DAMAGE EXCESS £600

WE will not indemnify YOU under this policy in respect of £600 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P140: INCREASED PROPERTY DAMAGE EXCESS £750.

WE will not indemnify YOU under the Property Damage Section of this policy in respect of £750 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P141: INCREASED PROPERTY DAMAGE EXCESS £1,000

WE will not indemnify YOU under this policy in respect of £1,000 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P142: INCREASED PROPERTY DAMAGE EXCESS £2,500

WE will not indemnify YOU under this policy in respect of £2,500 in respect of each and every claim, in addition to the Property Damage Excess stated in the schedule.

P143: HOLIDAY HOME CONDITION

WE will not indemnify YOU in respect of damage arising from use of the HOME as a holiday home including short term holiday lets, unless YOU comply with the below conditions.

YOU must

Ensure that all protections provided for the security of the HOME

- are maintained in good working order, and
- are in full and effective operation with the keys removed whenever the *HOME* are left unattended.
- are not withdrawn or varied without our prior consent

Arrange for the *HOME* to be internally inspected at least every 14 days with records kept of each visit.

Arrange for the removal of all waste including accumulation of mail from the *HOME*. Comply with all regulations/statutory conditions regarding the letting of the *HOME* including, but not limited to;

- The number of persons legally allowed to reside at the HOME
- Compliance with the furniture and furnishings (Fire Safety) Regulations 1988 (amended)

 Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the HOME

Ensure all gas appliances fitted at the *HOME* are serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety Record (also known as a CP12 certificate) must be in place at all times when the *HOME* are let to tenant(s) and records kept for a minimum of 2 years. *WE* will request sight of these if *YOU* wish to make a claim.

Retain utility bills relating to the *HOME* as *WE* may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

P144: HOLIDAY HOME, AMENDED COVER

WE will not indemnify YOU in respect of damage arising from use of the HOME as a holiday home including short term holiday lets, unless YOU comply with the below conditions.

CHANGES TO THE COVER PROVIDED

SECTION 1: BUILDINGS

Escape or water from, or frost damage to, fixed water tanks, apparatus or pipes

WE will not pay for loss or damage between 1st November and 31st March (both days inclusive) once the HOME has been left unattended overnight for more than 24 hours unless:-

- the water supply is switched off at the mains and the entire water system and central heating system is drained of all water; or
- where the *HOME* has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 15 degrees Celsius/58 degrees Fahrenheit.
- where fitted the loft hatch door is left open.

Theft or attempted theft

WE will not pay for loss or damage

- (a) caused by YOU or YOUR family or an employee
- (b) caused by any RESIDENT or his/her guest
- (c) caused by theft or attempted theft unless there is evidence of entry into or exit from the *HOME* by forcible and violent means.
- (d) to moveable property in the open except garden furniture up to a maximum of £500

P147: ACCIDENTAL DAMAGE EXTENSION (BUILDINGS)

WE will indemnify YOU in respect of Accidental Damage to the BUILDINGS caused by the RESIDENT under this Policy.

P148: ACCIDENTAL DAMAGE EXTENSION (CONTENTS AND FIXTURES & FITTINGS)

WE will indemnify YOU in respect of Accidental Damage to CONTENTS AND FIXTURES & FITTINGS caused by the RESIDENT under this Policy.

P149: INCREASED FLOOD EXCESS £500

WE will not indemnify YOU under this policy in respect of the first £500 for damage caused by flood and not as otherwise stated in the schedule.

P150: INCREASED FLOOD EXCESS £750

WE will not indemnify YOU under this policy in respect of the first £750 for damage caused by flood and not as otherwise stated in the schedule.

P157: INCREASED FLOOD EXCESS £1,000

WE will not indemnify YOU under this policy in respect of the first £1,000 for damage caused by flood and not as otherwise stated in the schedule.

P169: UNOCCUPANCY CONDITION

If the HOME specified in the schedule is UNOCCUPIED, YOU will lose YOUR right to indemnity or payment for that claim unless YOU comply with the following:

- a) carry out internal and external inspections of the buildings at least every 14 days
- b) maintain a log of such inspections
- c) as soon as possible, repair or arrange to be repaired, any defects found
- d) The HOME is not going to be demolished
- e)—The cost of refurbishment or renovation does not exceed £50,000 inc VAT
- f)—Regardless of the cost of any work YOU must tell US before work commences if the planned work is structural i.e re-roofing, knocking down or through a load bearing wall-or extension to the existing buildings.
- g) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The HOME
- h)-securely lock all external doors, close and secure all windows.
- i)—There is no cover for loss or damage caused by a contractor or sub-contractor

Please refer to your policy wording Section 1 Buildings under What is not covered for cover restrictions whilst the property is unoccupied.

P170: UNOCCUPANCY CONDITION - PERILS

If the HOME specified in the schedule is UNOCCUPIED, YOU will lose YOUR right to indemnity or payment for that claim unless YOU comply with the following:

- a) carry out internal and external inspections of the buildings at least every 14 days
- b) maintain a log of such inspections

- c) as soon as possible, repair or arrange to be repaired, any defects found
- d) THE HOME is not going to be demolished
- e) The cost of refurbishment or renovation does not exceed £50,000 inc VAT
- f) Regardless of the cost of any work *YOU* must tell *US* before work commences if the planned work is structural i.e re-roofing, knocking down or through a load bearing wall or extension to the existing buildings.
- g) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from *THE HOME*
- h) securely lock all external doors, close and secure all windows.
- i) Escape of water from or frost damage to , fixed water tanks, apparatus or pipes is excluded unless the water is turned off at the mains and all water tanks, pipes and apparatus are drained, Or the central heating system is in continuous operation 24 hours a day from $1^{\rm st}$ November to $31^{\rm st}$ March inclusive, maintained to a minimum temperature of 58°F (15°C) at all times and the loft hatch is left open
- j) There is no cover for loss or damage caused by a contractor or sub-contractor

It is hereby noted and agreed that WE are providing cover for all perils under Section 1 Buildings of the policy wording whilst the HOME is UNOCCUPIED, subject to the following sub limits.

The most we will pay for:

- Escape of water from any tank, apparatus or pipe is £5,000
- Leakage of oil from any fixed heating installation is £5,000
- Loss of Metered Utilities is £5,000

P172: RESIDENTIAL PROPERTY IDENTITY OF INSURERS

The insurers for this Policy are as stated below.

Legal & General Insurance Limited (Company registered number 423930) One Coleman Street, London EC2R 5AA. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202050.

YOU can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

P175: Accidental Damage by Tenant Exclusion (Buildings)

WE will not indemnify YOU in respect of Accidental Damage to the BUILDINGS caused by the Tenant under this Policy.

P176: Accidental Damage by Tenant Exclusion (Contents)

WE will not indemnify YOU in respect of Accidental Damage to CONTENTS AND FIXTURES & FITTINGS caused by the Tenant under this Policy.

P177: Theft Restriction – Forced Entry and or Exit

WE will not indemnify YOU for loss or damage by theft or attempted theft unless there is physical evidence of violent and forcible entry into, or exit from, The HOME.

P182: RESIDENTIAL PROPERTY IDENTITY OF INSURERS

This insurance is underwritten by a consortium of the following leading insurers:-

LEGAL & GENERAL INSURANCE LIMITED

Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA. Legal & General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

ERGO VERSICHERUNG AG (UK BRANCH)

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. ERGO Versicherung AG is a German insurance company authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of ERGO Versicherung AG, UK Branch's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Legal & General Insurance Limited (Register number 202050) and Ergo Insurance Limited (Register number 602490).

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer 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.

P183 Flat Roof Condition

If the flat roof at the *HOME* is more than 10 years old or you have no evidence of its age or of an inspection less than 10 years old, it must be inspected by a roofing contractor within the period of insurance. Any remedial work is to be completed within 60 days of the inspection date.

Subsequently the flat roof is to be inspected every 10 years by a roofing contractor and remedial work to be completed within 60 days of the inspection date. YOU must retain evidence of the inspection(s) and repairs.

P185: Flats Clause

The sum insured under Section One - BUILDINGS represents the value of that portion of the BUILDINGS owned by YOU (including external walls, roof and foundations and such common parts of the BUILDINGS for which YOU are legally responsible). In the event of a loss resulting from an insured peril to any part of the premises not occupied by YOU but for which YOU are legally responsible, WE will only pay such portion of that loss as the sum insured bears to the reinstatement value of the BUILDINGS.

P186: Working Farm

WE are aware that the HOME is situated on a working farm.

This policy excludes all loss or damage arising from agricultural activities and excludes all commercial premises, commercial tools and or equipment and commercial liabilities in connection with the farm.

P187: Restricted Cover

Whilst works are occurring at the *HOME*, *BUILDINGS* cover for the extension is restricted to loss or damage caused by event:

- 1. Fire, smoke damage, lightning, explosion or earthquake

P188: Storm Damage Exclusion

Whilst roof works are occurring at the *HOME*, *BUILDINGS* cover excludes loss or damage caused by storm.

P189: Theft Restriction

There is no cover under CONTENTS AND FIXTURES & FITTINGS for theft or attempted theft while working from the HOME as a childminder, unless there is physical evidence of a violent and or forcible entry or exit.

P190: Accidental Damage Exclusion (Childminder)

BUILDINGS cover excludes loss or damage for ACCIDENTAL DAMAGE whilst YOU are working from HOME as a childminder.

P191: Accidental Damage Exclusion (Childminder)

CONTENTS AND FIXTURES & FITTINGS cover excludes loss or damage for ACCIDENTAL DAMAGE whilst YOU are working from HOME as a childminder.

P192: UNOCCUPANCY CONDITION

If the *HOME* is *UNOCCUPIED*, there is no cover prior to the commencement of the first tenancy, between lets, or where *YOU* or *YOUR* managing agents are aware that the *HOME* is not being lived in, unless the following conditions have been met.

- a) carry out internal and external inspections of the buildings at least every 14 days
- b) maintain a log of such inspections

- c) as soon as possible, repair or arrange to be repaired, any defects found
- d) The HOME is not going to be demolished
- e) The cost of refurbishment or renovation does not exceed £50,000 inc VAT
- f) Regardless of the cost of any work *YOU* must tell *US* before work commences if the planned work is structural i.e re-roofing, knocking down or through a load bearing wall or extension to the existing buildings.
- g) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The *HOME*
- h) securely lock all external doors, close and secure all windows.
- i) There is no cover for loss or damage caused by a contractor or sub-contractor

P198: BUSINESS USE CONDITION

The following condition applies in the event the HOME is used by RESIDENTS for Business use

WE will not indemnify *YOU* in respect of damage arising from the *HOME*, used by the *RESIDENTS* for business use, unless *YOU* comply with the below conditions:

- a) There are no employees working at the *HOME* other than the *RESIDENTS* family living at the *HOME*.
- b) No manufacturing process occurs at the HOME
- c) There must be no more than 30 visitors a week to the *HOME* in connection with the business

P199: BUSINESS USE AMENDED COVER

Whilst the *HOME* or part thereof is used by the *RESIDENTS* for business use, *WE* will not cover *YOU* for:

- a) Theft or attempted theft from the *HOME* other than as a result of violent and or forcible exit or entry.
- b) Property Owners Liability under section 1 or 2 of the policy wording for incidents arising from the *HOME* being used for business use.
- c) ACCIDENTAL DAMAGE under section 1 or 2 of the policy wording for incidents arising from the HOME being used for business use other than clerical work.

P200: BUILDING WORKS CONDITION

Whilst the *HOME* is undergoing structural building works cover is restricted to:

a) Fire, smoke damage, lightning, explosion or earthquake

Structural building works shall mean:

i. Any extension to the existing **BUILDINGS**

- ii. Knocking down or through a load bearing wall
- iii. Replacement of any roof area of the HOME

P203: THEFT RESTRICTION

There is no cover under the policy for theft or attempted theft, unless there is evidence of violent and or forcible entry or exit.

P204: RESIDENTIAL PROPERTY IDENTITY OF INSURERS

This insurance is underwritten by a consortium of the following leading INSURERS:

Fairmead Insurance Limited

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance group.

ERGO Versicherung AG (UK Branch)

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. ERGO Versicherung AG is a German insurance company authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of ERGO Versicherung AG, UK Branch's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

YOU can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Fairmead Insurance Limited (Register number 202050) and Ergo Insurance Limited (Register number 602490).

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

P207: RESIDENTIAL PROPERTY IDENTITY OF INSURERS

This insurance is underwritten by:

Fairmead Insurance Limited

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance group.

YOU can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

P208: ESCAPE OF WATER EXCLUSION

WE will not indemnify YOU for damage caused by escape of water from any tank, apparatus or pipe.

P210: MALICIOUS DAMAGE AND THEFT BY TENANTS COVER EXTENSION

WE will indemnify YOU in respect of malicious damage and theft to BUILDINGS and/or CONTENTS caused by any RESIDENT, except for losses caused by YOU.

The maximum WE will pay in respect of any one claim is £5,000.

P212: ILLEGAL ACTIVITIES EXCLUSION

WE will not indemnify YOU in respect of damage arising from the HOME for any loss or damage resulting directly or indirectly from the HOME being used for any illegal activity (including the use or growing or manufacture of drugs) unless YOU can provide US with acceptable evidence that YOU or YOUR managing agent have:

- a) received credit references for YOUR tenant showing a satisfactory score from a licensed credit referencing agency, and
- b) obtained and recorded details of *YOUR* tenant's bank account and received at least one month's rent from that account.

P213: TENANCY AGREEMENTS (SCOTLAND)

In addition to point 14. Tenancy Agreement under Section 3 Policy Conditions of the policy wording, any tenancy agreement after December 2017 for a let property subject to Scottish law must be a private residential tenancy.

P214: POLICY EXCLUSION, EPIDEMIC OR PANDEMIC

There is no cover under any section of this policy for loss or damage as a result of an epidemic or pandemic or Public Health Emergency of International Concern (PHEIC,) as categorised as such by any Government and/or the World Health Organisation.

P215: RENOVATION OR REFURBISHMENT WORKS

Further to policy condition 11. Renovation or refurbishment works under section 3: Policy Conditions of the policy wording, *YOUR* policy will become invalid if;

- (i) YOUR renovation, refurbishment or any building works at the HOME(s) stated in your policy SCHEDULE exceed or are due to exceed £100,000 inc VAT at any stage of the work
- (ii) You have signed a JCT contract (Joint Contracts Tribunal contract)