



**POLICY DOCUMENT**  
**SHORT TERM UNOCCUPIED**  
**HOME INSURANCE**  
**(REDUCED COVER - LEVEL 2)**



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# WELCOME

Thank **you** for choosing Pen Short Term Unoccupied Insurance to protect **your** property.

**We** want to help you understand **your** Pen Short Term Unoccupied Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract 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 in a safe place.

That policy is not complete without a policy schedule. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

**Your** Pen Short Term Unoccupied Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent Pen Underwriting Limited underwrites Insurance and handles claims for **you** on behalf of the insurers.

(Pen Underwriting Limited. Registered Office: The Walbrook Building, 25 Walbrook, London, EC4N 8AW. Registered in England and Wales. Company Number: 05172311.)

**If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your broker immediately.**

# IMPORTANT INFORMATION ABOUT YOUR POLICY

## The Law applicable to this insurance

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.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

## The Insurers or Service Providers

The Pen Short Term Unoccupied Insurance policy is underwritten by Fairmead Insurance Limited who are 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.

You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

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

## Your total peace of mind

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,  
10<sup>th</sup> Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
Tel: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

# THINGS WE NEED TO TELL YOU ABOUT

## Our Agreement with you

This policy is a legal contract between **you** and **us**.

When **you** take out, amend, or renew **your** policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When **you** answer those questions, **you** are required to take care not to misrepresent any information and to give **us** all of the information **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

**Our** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

## Our use of language

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

## Several Liability Notice

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.

## Data Protection

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

# DEFINITIONS

## Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

<b>Accidental Damage</b>	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
<b>Bodily Injury</b>	Includes death or disease.
<b>Broker</b>	The intermediary who arranged this insurance on <b>your</b> behalf.
<b>Buildings</b>	<p>The <b>home</b> and its decorations including:</p> <ul style="list-style-type: none"><li>• Fixtures and fittings attached to the <b>home</b>,</li><li>• Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,</li><li>• Solar panels permanently attached to the main private dwelling</li></ul> <p>which <b>you</b> own or for which <b>you</b> are legally responsible within the premises named in the <b>schedule</b>.</p>
<b>Contents</b>	<p>Household goods and <b>personal belongings</b>, within the <b>home</b>, which are <b>your</b> property or which <b>you</b> are legally responsible for.</p> <p><b>Contents</b> include:</p> <ul style="list-style-type: none"><li>• Radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>;</li><li>• Domestic oil in fixed fuel tanks up to £750;</li><li>• Carpets but not permanently fitted flooring;</li><li>• <b>Contents</b> in <b>outbuildings</b> and garages up to £750 in all, unless otherwise stated in <b>your schedule</b>;</li><li>• Gardening machinery kept in <b>outbuildings</b> and garages up to £500 in all</li></ul> <p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"><li>• Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,</li><li>• Any living creature,</li><li>• Any part of the <b>buildings</b> or tenant's fixtures and fittings</li><li>• Any property held or used for business purposes</li><li>• Any property insured under any other insurance,</li><li>• Property in the open</li><li>• Landlords fixtures and fittings</li><li>• Property of <b>tenants</b> or their visitors,</li><li>• Clothing and Luggage,</li><li>• Sports, musical, camping and photographic equipment,</li><li>• Item of gold, silver or other precious metals,</li><li>• Jewellery and furs,</li><li>• Collections (paintings, works of art, stamps etc.),</li><li>• Money and credit cards,</li><li>• Pedal cycles,</li><li>• Documents or deeds.</li></ul>

# DEFINITIONS

## Applicable to the whole of this insurance (continued)

<b>Domestic Employee(s)</b>	Any person who carries out paid domestic duties for <b>you</b> within <b>your home</b> and/or its gardens, other than in connection with <b>your</b> business
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The amount stated in this booklet or in the <b>schedule</b> and payable by <b>you</b> in the event of a claim.
<b>Family</b>	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. ' <b>Family</b> ' does not include lodgers or tenants.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by swelling of the ground.
<b>Home</b>	The private dwelling and the garages and <b>outbuildings</b> used for domestic purposes at the premises shown in the <b>schedule</b> , which <b>you</b> are legally responsible for.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	<ul style="list-style-type: none"><li>• Current legal tender, cheques, postal and money orders,</li><li>• Postage stamps not forming part of a stamp collection,</li><li>• Savings stamps and savings certificates, travellers' cheques,</li><li>• Premium bonds, luncheon vouchers and gift tokens,</li></ul> all held for private or domestic purposes.
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b>
<b>Occupied</b>	Where the <b>buildings</b> have been lived in by <b>you</b> or any person(s) authorised by <b>you</b> for more than 7 consecutive days during the <b>period of insurance</b> .
<b>Outbuildings</b>	Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one outbuilding, unless specifically stated otherwise in the policy <b>schedule</b> .  Unless otherwise agreed, <b>outbuildings</b> do not include: <ul style="list-style-type: none"><li>• Tree houses</li><li>• Inflatable buildings; or</li><li>• Any structure which is made of canvas, PVC or any other non-rigid material.</li></ul>
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.

# DEFINITIONS

## Applicable to the whole of this insurance (continued)

<b>Sanitary Ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the premises, the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	Downward movement as a result of soil being compressed by the weight of the <b>buildings</b> within ten years of construction
<b>Standard Construction</b>	The <b>buildings</b> which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>We/Us/Our</b>	The Insurer(s) stated in the <b>schedule</b> .
<b>You/Your/Insured</b>	The person or persons named in the <b>schedule</b> and all members of <b>your family</b> who permanently live in the <b>home</b>



# OUR SERVICE COMMITMENT TO YOU

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance please contact **your broker**. If you have any questions or concerns about the handling of a claim, **you** should contact:

Claims Enquiries
<u>The Claims Team</u> Davies Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062 Email: <a href="mailto:prestonclaims@davies-group.com">prestonclaims@davies-group.com</a>

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Policy and Claims Complaints
<u>Complaints Officer</u> 55 Blythswood Street Glasgow G2 7AT  Tel: 0141 285 3539 Email: <a href="mailto:pencomplaints@penunderwriting.com">pencomplaints@penunderwriting.com</a>

Pen Underwriting's internal complaints handling procedures ensure that they are fully compliant with the regulations laid out by the Financial Conduct Authority and therefore should **you** register a complaint **you** can be assured that they will:

- Ensure that complaints and expressions of dissatisfaction are accurately recorded to allow a full and independent review if required.
- Acknowledge any unresolved complaint within 5 working days.
- Carry out a full review of all formal complaints managed fairly and independently by a person of appropriate seniority and authority.
- Aim to provide a detailed response to **your** complaint within four weeks. If this is not possible they will provide **you** with a written update explaining the current status of **your** complaint.
- If they have not been able to resolve **your** complaint in eight weeks they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Service.

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567 (for landline users, mobile users may be charged)  
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)

# CANCELLING THIS POLICY

## Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the **period of insurance**,

whichever is the latter

Providing no claim has been made **we** will refund **your** premium in full.

## Outside of the Cooling-off Period

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your Broker**.

A refund of premium will be calculated from receipt of this notice as follows:

- If the policy has been issued on a 3 or 6 month basis there will be no premium refund in the event of cancellation.
- If the policy has been issued on a 9 month basis any refundable premium due to **you** will be subject to a minimum premium of 6 months retained by **insurers**.

Please refer to your policy schedule for information on the duration of your period of insurance.

## Our right to cancel this Policy

**We** can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

## Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given. This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

# CLAIMS PROCEDURE

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

## How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away at:

New Claims
<u>The Claims Team</u> Davies Group PO BOX 1291 Preston PR2 0QJ  Tel: 03301 026 766 Email: <a href="mailto:prestonclaims@davies-group.com">prestonclaims@davies-group.com</a>

***(Please note that claims are administered on our behalf by Davies Group)***

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## CLAIMS PROCEDURE (CONTINUED)

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

### Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

# CLAIMS TERMS AND CONDITIONS

## Applicable to the whole of this insurance

These are the claims terms and conditions which **you** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

## How we deal with your claim

**We** may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

**We** may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

# CLAIMS TERMS AND CONDITIONS (CONTINUED)

## How we deal with your claim (continued)

**We** have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

## Other Insurance

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

# GENERAL CONDITIONS

## Applicable to the whole of this insurance

These are the conditions of the insurance **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

It is a condition of this insurance that:

- i. all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation with the keys removed whenever **you** are absent from the premises; and
  - are not withdrawn or varied without our prior consentIf **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.
- ii. The **buildings** are inspected internally at least every 30 days with records kept of each visit
- iii. **You** must immediately inform **us** if **you** become aware that the property insured (including any garages and/or **outbuildings**) being illegally occupied, partially or wholly or if it has suffered any incident or evidence of malicious damage (including but not limited to graffiti) or attempted illegal entry (whether entry was gained or not.)
- iv. All waste including accumulated mail must be removed
- v. The **buildings** are maintained in a good state of repair and not neglected

## Take Care

**You** must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

**You** must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

**You** must always make sure that the **sums insured** shown in **your schedule** are adequate.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- ii. **Contents** should be insured for the full cost of replacement as new.

# GENERAL CONDITIONS (CONTINUED)

## Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **Your home** is going to be used for short periods each week or as a holiday home;
- **Your home** is going to be **occupied**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **You** have received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used for any trade, professional or business purposes;

There is no need to tell **us** about trade, professional or business use if:

- i. The trade, professional or business use is only clerical; and
- ii. There are no staff employed to work from the **home**; and
- iii. There are no visitors to the **home** in connection with the trade, profession or business; and
- iv. There is no business **money** or stock in the **home**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

## Transfer of Interest

**You** cannot transfer **your** interest in the policy without **our** written permission.



# GENERAL CONDITIONS (CONTINUED)

## Fraud

**You** must not act in a fraudulent manner, if **you** or anyone acting for **you**:

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

Then:

- **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;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

# GENERAL EXCLUSIONS

## Applicable to the whole of this insurance

### 1. Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by 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.

### 2. 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.

### 3. Existing and Deliberate Damage Exclusion

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

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

### 4. Pollution or Contamination Exclusion

**We** will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When 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.

### 5. Contract (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.

### 6. Electronic Data Exclusion

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) 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 change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

# GENERAL EXCLUSIONS (CONTINUED)

## Applicable to the whole of this insurance (continued)

### 7. Terrorism Exclusion

**We** will not pay for loss or damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

And

- b) in Northern Ireland civil commotion

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured.

### 8. Confiscation Exclusion

**We** will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

### 9. Loss of Value

**We** will not pay for any reduction in market value of any property following its repair or reinstatement.

### 10. Indirect Loss or Damage

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

### 11. Wear and Tear Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

## **GENERAL EXCLUSIONS (CONTINUED)**

**Applicable to the whole of this insurance (continued)**

### **12. Financial Sanctions**

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

### **13. Defective Design or Construction Exclusion**

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

# SECTION ONE – BUILDINGS

The following cover applies only if the **schedule** shows that **buildings** are included:

<b>What is covered:</b>	<b>What is not covered:</b>
Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions.  The <b>excess</b> shown in <b>your schedule</b>
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. <b>Subsidence</b> , or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	<ul style="list-style-type: none"> <li>• Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause,</li> <li>• Loss or damage to solid floors, unless the walls of the <b>home</b> are damaged at the same time by the same cause,</li> <li>• 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,</li> <li>• Loss or damage caused by river or coastal erosion,</li> <li>• Loss or damage caused by structures bedding down or <b>settlement</b> of newly made up ground, shrinkage or expansion,</li> <li>• Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions.</li> </ul>

## SECTION ONE – BUILDINGS (CONTINUED)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
<p>a. Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for:</p> <ul style="list-style-type: none"> <li>• Architects, surveyors', consulting engineers and legal fees,</li> <li>• The cost of removing debris and making safe the building,</li> <li>• Costs <b>you</b> have to pay in order to comply with any Government or local authority requirements,</li> </ul> <p>Following loss or damage to the <b>buildings</b> under Section One.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>The <b>excess</b> shown in <b>your schedule</b></p> <ul style="list-style-type: none"> <li>• Any expense for preparing a claim or an estimate for loss or damage,</li> <li>• Any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage.</li> </ul>
<p>b. Anyone buying the <b>home</b> who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.</p>	<ul style="list-style-type: none"> <li>• Loss or damage if the <b>buildings</b> are insured under any other insurance.</li> </ul>
<p>c. Damage to the <b>buildings</b> caused by forced access by the emergency services to prevent damage to the <b>home</b>.</p>	<ul style="list-style-type: none"> <li>• More than £1,000 in any <b>period of insurance</b>.</li> </ul>

# SECTION ONE – BUILDINGS (CONTINUED)

## Conditions that apply to Section One – Buildings only

### How we deal with your claim

- We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:

  - The cost of the work had it been completed by our nominated contractor; or
  - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

  - The decrease in market value of **your buildings** due to the damage;
  - The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
  - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.
- Where an **excess** applies, this will be taken off the amount of **your** claim.
- If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
- The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.
- We** will not pay the cost of replacing or repairing any undamaged part 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 specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under Section One of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

### Your sum insured

**Your buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

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

### Proportionate remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

## SECTION ONE – BUILDINGS (CONTINUED)

### Conditions that apply to Section One – Buildings only (continued)

#### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

**We** will not charge any extra premium for maintaining the sum insured.



## SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
Loss or damage to <b>your contents</b> during the <b>period of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions.  The <b>excess</b> shown in <b>your schedule</b>
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. <b>Subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	<ul style="list-style-type: none"> <li>• Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions,</li> <li>• Loss or damage caused by river or coastal erosion,</li> <li>• Loss or damage to solid floors, unless the walls of the <b>home</b> are damaged at the same time by the same event,</li> <li>• Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.</li> </ul>

## SECTION TWO – CONTENTS (CONTINUED)

### Conditions that apply to Section Two – Contents only

#### How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section Two.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** 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 specific part.

#### Your sum insured

**Your contents** must be insured for the full cost of replacement as new.

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

#### Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

#### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

**We** will not charge any extra premium for maintaining the sum insured.

## SECTION THREE – LEGAL LIABILITY

### Legal Liability (as owner of the Home)

The following cover applies only if the **schedule** shows that **buildings** are included.

<b>We will pay for your legal liability:</b>	<b>We will not pay for your legal liability</b>
<p>As owner of the <b>home</b> for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b></li> <li>• Damage to property</li> </ul> <p>Caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b></p> <p><b>We</b> will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, <b>we</b> will also pay any costs and expenses <b>we</b> have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ol style="list-style-type: none"> <li>a. For <b>bodily injury</b> to:           <ul style="list-style-type: none"> <li>• <b>You</b></li> <li>• Any other permanent member of the <b>home</b></li> <li>• Any person who at the time of sustaining injury is engaged in <b>your</b> service</li> </ul> </li> <li>b. For <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</li> <li>c. Arising out of any criminal or violent act to another person or property</li> <li>d. For damage to property owned by or in the charge or control of:           <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> </li> <li>e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the <b>period of insurance</b></li> <li>f. arising directly or indirectly out of any profession, occupation, business or employment</li> <li>g. which <b>you</b> have assumed under contract and which would not otherwise have attached</li> <li>h. arising out of <b>your</b> ownership, possession or use of:           <ol style="list-style-type: none"> <li>i. any motorised or horsedrawn vehicle other than:               <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the premises and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii. any power-operated lift other than stairlifts</li> <li>iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation</li> </ol> </li> </ol>

## SECTION THREE – LEGAL LIABILITY (CONTINUED)

### Legal Liability (as owner of the Home continued)

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
	<ul style="list-style-type: none"> <li>i. in respect of any kind of pollution and/or contamination other than:               <ul style="list-style-type: none"> <li>i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the premises named in the <b>schedule</b>; and</li> <li>ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> </li> <li>j. arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the premises</li> <li>k. if <b>you</b> are entitled to indemnity under any other insurance, until such insurance(s) is exhausted</li> </ul>

### Important Notice

#### Dangerous Dogs Act 1991

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

## SECTION THREE – LEGAL LIABILITY (CONTINUED)

### Defective Premises Act 1972

The following cover applies only if the **schedule** shows that **buildings** are included.

What is covered:	What is not covered:
<p>Any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>.</p> <p><b>We</b> will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, <b>we</b> will also pay any costs and expenses <b>we</b> have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> <li>• Liability arising from an incident which happened over 7 years after this insurance ends or <b>your home</b> was sold, whichever is the sooner</li> <li>• Liability arising from any cause which <b>you</b> are entitled to under another source</li> <li>• The cost of correcting any fault or alleged fault</li> <li>• Liability arising from any <b>home</b> previously owned and occupied by <b>you</b> in which <b>you</b> still hold legal title or have an interest</li> <li>• Anything owned by or the legal responsibility of <b>your family</b></li> <li>• Injury, death, disease or illness to any of <b>your family</b> (other than <b>your domestic employee(s)</b> who normally live with <b>you</b>)</li> <li>• Liability arising from any employment, trade, profession or business of any of <b>your family</b></li> <li>• Liability accepted by any of <b>your family</b> under any agreement, unless the liability would exist without the agreement</li> <li>• Liability arising from The Party Wall ext Act 1996</li> </ul>

### Important Notice

#### Defective Premises Act 1972

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

## SECTION THREE – LEGAL LIABILITY (CONTINUED)

### Accidents to Domestic Employees

The following cover applies only if the **schedule** shows that **contents** are included.

What is covered:	What is not covered:
<p><b>We</b> will pay all amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for accidental <b>bodily injury to domestic employees</b> happening during the <b>period of insurance</b> in connection with incidents arising at the <b>home</b>.</p> <p><b>We</b> will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that <b>we</b> have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p><b>Bodily injury</b> arising directly or indirectly:</p> <ul style="list-style-type: none"> <li>• From any communicable disease or condition,</li> <li>• From the ownership or occupation of any land or <b>buildings</b> other than the <b>home</b>,</li> <li>• Where <b>you</b> are entitled to cover from another source,</li> <li>• From any trade or business activity,</li> <li>• From <b>you</b> owning or using any:               <ol style="list-style-type: none"> <li>a. Power-operated lift,</li> <li>b. Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use),</li> <li>c. Aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft (other than rowing boards or canoes),</li> <li>d. Caravan or trailer,</li> <li>e. Animals other than <b>your</b> pets,</li> <li>f. Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</li> </ol> </li> <li>• From firearms (except shotguns used for sporting purposes),</li> <li>• The direct or indirect consequences of assault or alleged assault,</li> <li>• Any deliberate, wilful or malicious act.</li> </ul>

#### Important Notice

##### Dangerous Dogs Act 1991

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

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