



POLICY WORDING

UNOCCUPIED HOME INSURANCE





UNOCCUPIED HOME INSURANCE POLICY

Thank you for choosing Pen Underwriting.

This is YOUR policy wording which must be read together with YOUR SCHEDULE and the statement of facts document. Together these documents form the contract of YOUR insurance. These are important documents and YOU will need them if YOU need to make a claim.

Please take the time to read these documents carefully to ensure that the cover meets YOUR requirements and YOU take note of the policy EXCESS that applies to each section and any ENDORSEMENT(S) applying to this policy.

YOUR premium and cover offered have been based upon the information shown in YOUR SCHEDULE and recorded in the statement of facts. If after reading these documents YOU have any questions or if any details are incorrect please contact YOUR insurance advisor immediately.

YOUR SCHEDULE details which sections of cover apply and the SUM(S) INSURED. If YOU have not chosen a section, the SCHEDULE will state "Not Selected" or "£0.00".

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the INSURER(S) listed on YOUR SCHEDULE. The INSURER(S) have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for YOU on their behalf. For details of Pen Underwriting Limited's data protection and privacy policies please visit www.penunderwriting.co.uk

Useful Telephone Numbers And How To Make A Claim

Please refer to YOUR SCHEDULE for the telephone number YOU need to call if YOU need to report a claim. When calling please have YOUR policy number to hand, this is shown on YOUR SCHEDULE.

The SCHEDULE also details the name of YOUR insurance advisor.

Please note all calls may be recorded for training and monitoring purposes and are charged at the national standard rate.

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IMPORTANT INFORMATION

The Contract Of Insurance

This policy is a contract of insurance between YOU and US and consists of the:

- policy wording
- statement of facts
- SCHEDULE
- any changes to the policy wording contained in notices (notice to policyholders) issued by US at renewal

In return for YOU paying the premium, WE will provide the cover selected as shown in YOUR SCHEDULE on the terms and conditions of this policy wording during the PERIOD OF INSURANCE.

YOU must observe and fulfil the terms and conditions of YOUR policy at all times.

Several Liability

The subscribing INSURER(S) obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing INSURER(S) are not responsible for the subscription of any co-subscribing INSURER(S) who for any reason does not satisfy all or part of its obligations

Information And Changes We Need To Know About

YOU must take care to provide complete and accurate answers to the questions WE ask when YOU take out, make changes to or renew YOUR policy.

Please tell YOUR insurance advisor if there are any changes to the information set out in the statement of facts or on YOUR SCHEDULE. YOU must also tell US immediately about the following:

- if the HOME is not in a good state of repair
- if the HOME is going to be demolished
- any intended structural alteration, extension or renovation at the HOME if the value of work exceeds £100,000 (inclusive of VAT). Regardless of the cost of work YOU must tell US before work commences if YOU are adding or converting a basement and/or adding additional BEDROOM(S) and/or adding additional BATHROOM(S)
- any change to YOUR occupation
- if the HOME is no longer UNOCCUPIED
- if YOU are charged with or convicted of a criminal offence (other than convictions classed as spent under the Rehabilitations of Offenders Act 1974)
- if the HOME is sold
- if YOU become bankrupt or receive a county court judgement
- if YOU or an authorised representative will not inspect the HOME (internally and externally) at least once every 7 days
- issues identified during an inspection visit if the issue cannot be rectified within 7 days from date of discovery
- if MINIMUM SECURITY is not fitted and/or if MINIMUM SECURITY is not in operation at all times when the HOME is UNATTENDED
- if the SUM(S) INSURED need to be adjusted

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

If the information provided by YOU is not complete and accurate:

- WE may cancel YOUR policy and refuse to pay any claim
- WE may not pay any claim in full
- WE may revise the premium and/or change any EXCESS
- the extent of the cover may be affected

IMPORTANT INFORMATION

Choice Of Law

The Law of England and Wales will apply to this contract, which is subject to the exclusive jurisdiction of the courts of England and Wales; unless at the start date of YOUR policy YOU are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of an agreement to the contrary) the laws of that country will apply.

Use Of Language

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

Customers With Disabilities

This policy wording and other associated documentation are also available in large print, audio and braille. If YOU require any of these formats, in the first instance please contact YOUR insurance advisor.

Your Right To Cancel

YOU have a statutory right to cancel YOUR policy within 14 days (cooling off period) from the day of purchase or renewal or from the day YOU receive YOUR SCHEDULE and the statement of facts, whichever is the later.

If YOU decide that YOU do not wish to accept the policy, please contact YOUR insurance advisor. Subject to no claims being made or notified, WE will refund the full premium, including the Pen Underwriting new business policy fee. The policy will be cancelled from inception.

If YOU do not exercise YOUR right to cancel within the 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 YOUR policy outside of the 14 day cooling off period, please contact YOUR insurance advisor and refer to the policy conditions section of the policy wording.

How Much Cover Do You Need

It is YOUR responsibility to make sure that the amount of cover represents the full value of YOUR property at today's prices during the PERIOD OF INSURANCE.

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 and surveyor's fees and any additional costs in meeting local authority requirements.

If any work is being undertaken, YOU need to ensure that the BUILDINGS SUM(S) INSURED takes into account the existing structure of the HOME plus the impact of any alterations and/or extensions and/or renovations.

The BUILDINGS SUM(S) INSURED will not increase in line with the house rebuilding cost index prepared by the Royal Institution of Chartered Surveyors.

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

The CONTENTS SUM(S) INSURED will not increase in line with the retail price index, consumer durables section.

The maximum amount that WE will pay in the event of a claim is the SUM(S) INSURED shown on YOUR SCHEDULE.

Property Maintenance

It is YOUR responsibility to maintain and look after the HOME. YOUR 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, rot or damage caused by wear and tear or general maintenance costs.

IMPORTANT INFORMATION

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.

Data General Data Protection Regulation Privacy Notice 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.

IMPORTANT INFORMATION

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS). If WE cannot meet OUR obligations, YOU may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which YOU may be entitled to compensation is available on the FSCS website at www.fscs.org.uk or by writing to

The Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Weekly Inspection Record

The HOME must be internally and externally inspected at least once every 7 days by YOU or an authorised representative. A written record of each inspection must be kept and WE will request to see this if YOU make a claim.

YOU must tell US of any issues found during the weekly inspection visit if the problem cannot be rectified within 7 days from date of discovery.

An inspection record is included on page 27 of the policy wording.

COMPLAINTS PROCEDURE

It is always OUR intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. If YOU need to complain, YOU can do so at any time by referring the matter to either the Pen Underwriting Limited Complaints Officer or the Complaints team at Lloyd's.

The address of Pen Underwriting Limited Complaints Officer is:

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

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

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If YOU remain dissatisfied with the outcome of YOUR complaint, YOU may have the right to refer YOUR complaint to an alternative dispute resolution (ADR) body.

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

The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk

If YOU live in the Channel Islands, the contact information is:

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

If YOU purchased your policy online* YOU can also make a complaint via the European Union's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

This complaints procedure does not affect YOUR right to take legal action.

POLICY DEFINITIONS

Wherever the following words or phrases 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 eg HOME.

BATHROOM(S)	A room containing a bath and/or a separate shower unit
BEDROOM(S)	A room originally designed as a BEDROOM even if it is now used for other purposes
BODILY INJURY	Includes death, disease, illness or BODILY INJURY
BOARDED UP	Any external doors and/or any windows at the HOME 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
BRITISH ISLES	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
BUILDINGS	<ul style="list-style-type: none"> the HOME including its decorations floor coverings up to a total value of £1,000 WHITE GOODS up to a total value of £500 permanently installed swimming pools (but not the cover), permanently installed jacuzzis, permanently installed hot tubs, professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios, terraces, walls, gates and 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
CONTENTS	<p>Household goods 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"> valuables: jewellery and watches, gold, silver, bronze, precious metals, gemstones, furs, curios, stamps, coins, medals, china and porcelain, pictures, paintings, photographs, prints, clocks, barometers, antique furniture over 100 years old, wine, guns, televisions, tablets, desktop computers, laptops, mobile phones or musical instruments credit cards: credit cards, charge cards, debit cards, bankers cards and cash dispenser money: current legal tender held for private or domestic purposes including: cheques, postal and/or money orders, postage stamps not forming part of a stamp collection, saving stamps, saving certificates, traveller's cheques, premium bonds, luncheon vouchers and gift vouchers motor vehicles (other than domestic garden machinery), wheelchairs, caravans, trailers, watercraft, aircraft or their accessories any living creature trees, bushes, plants or shrubs other than those normally kept in the HOME any part of the BUILDINGS any property held or used for business purposes CONTENTS in the open any property insured under any other insurance

POLICY DEFINITIONS

DOMESTIC EMPLOYEE	<p>A person YOU employ to carry out domestic duties at the HOME and who is not employed by YOU in connection with any other business, trade, profession or employment</p> <p>DOMESTIC EMPLOYEE does not include:</p> <ul style="list-style-type: none"> contractors or sub-contractors that YOU employ at the HOME to carry out refurbishments, renovations, alterations or extensions
ENDORSEMENT(S)	A change in the terms and conditions of this insurance as shown on YOUR SCHEDULE
EXCESS	The amount YOU have to pay towards each claim
HEAVE	Upward movement of the ground beneath the BUILDINGS as a result of the soil expanding
HOME	The property, garages and any outbuildings used for domestic purposes at the address shown on YOUR SCHEDULE
LANDSLIP	Downward movement of sloping ground
MINIMUM SECURITY	<p>The following security must be fitted to the HOME and be in operation at all times when the HOME is UNATTENDED.</p> <p>Door locks, applicable to all exit doors:</p> <ul style="list-style-type: none"> a lock approved to BS3621 or a mortice deadlock of at least 5 levers or a rim automatic deadlatch with a key locking handle on the inside or a key operated multi-point locking system with at least three fixing points and a lock cylinder with at least five pins key operated security devices top and bottom in addition to existing locks or a lock detailed above to all other external doors, other than Patio / French / Sliding doors Patio / French / Sliding door, a key operated patio door lock mounted internally on the centre rail(s) or protections as detailed above Shed and/or garage and/or domestic outbuilding, a lock which is either silver or gold sold secure rated <p>Window locks:</p> <ul style="list-style-type: none"> key operated security devices to all opening windows and skylights. All keys to be removed from the locks and placed out of sight
PERIOD OF INSURANCE	The length of time for which this policy is in force, as shown on YOUR SCHEDULE and for which YOU have paid and WE have accepted a premium. Each renewal represents the start of a new PERIOD OF INSURANCE
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 BUILDINGS as a result of compaction due to the weight of the BUILDINGS
STORM	Strong winds of over 55 miles per hour which will sometimes be accompanied by rain, snow or hail. 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)

POLICY DEFINITIONS

SUBSIDENCE	Downward movement of the land beneath the BUILDINGS that is not a result of SETTLEMENT
SUM(S) INSURED	The maximum amount of cover as shown on YOUR SCHEDULE and in the policy wording that WE will pay for a claim resulting from one incident
UNATTENDED	YOU or YOUR authorised representative and/or contractors and/or sub-contractors are not physically in the HOME or within the boundary of the HOME
UNFURNISHED	The HOME is not adequately furnished for normal living purposes
UNOCCUPIED	Not lived in by YOU
WE / US / OUR / INSURER(S)	The insurer(s) whose identity is stated on YOUR SCHEDULE
WHITE GOODS	Refrigerator, cooker, freezer, washing machine, tumble dryer, dishwasher
YOU / YOUR / THE POLICYHOLDER(S)	The person or persons named in the SCHEDULE

SECTION 1: BUILDINGS

What is covered	What is not covered
<p>The maximum WE will pay YOU for any one claim is the BUILDINGS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Please refer to the policy definitions for details of what BUILDINGS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> • the EXCESS • any loss or damage excluded from the BUILDINGS section • any loss or damage excluded under the policy conditions and/or policy exclusions • any loss or damage if the HOME is not inspected internally and externally at least once every 7 days by YOU or an authorised representative and inspection records are not maintained • any loss or damage if MINIMUM SECURITY is not complied with • any loss or damage caused by illegal occupation of the HOME, including damage caused by squatters

Cover

Loss or damage that is covered	What is not covered
<p>1. Fire, smoke damage, lightning, explosion or earthquake</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • any cause that happens gradually • caused by a contractor or sub contractor • caused or attributable to the use of welding, cutting equipment, blow lamps, blow torches or hot air guns unless: <ul style="list-style-type: none"> – adequate and suitable portable fire extinguishers complying with BSEN3 are in full working order and kept in the HOME – the area in the immediate vicinity to the work must be cleared of all movable combustible material. Any combustible materials which cannot be moved 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 partition's 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 must not be left unattended whilst hot, lit or switched on – the heating of asphalt, bitumen, tar or pitch must be carried out in the open, in a vessel designed for that purpose and be placed on a non-combustible surface

SECTION 1: BUILDINGS

What is covered	What is not covered
2. STORM, flood or weight of snow	Loss or damage: <ul style="list-style-type: none"> if the roof and structure of the HOME is not wind and weather tight to domestic fixed fuel oil tanks in the open to swimming pools, jacuzzis, hot tubs, solar panels, wind turbines, tennis courts, patios, terraces, hedges, gates and fences to fixed radio and television aerials, fixed satellite dishes and their fittings and masts
3. Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	Loss or damage: <ul style="list-style-type: none"> caused by the failure or lack of grout and/or sealant resulting from the failure of fish tanks caused by taps being left on or sinks and/or baths overflowing unless the water is turned off at the mains and all water tanks, pipes and apparatus are drained, Or the central heating system is left in continuous operation 24 hours a day from 1st November to 31st March inclusive and maintained to a minimum temperature of 58°F (15°C) at all times and the loft hatch is left open if the HOME is BOARDED UP
4. Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	Loss or damage: <ul style="list-style-type: none"> due to wear and tear or any gradually operating cause to domestic fixed fuel oil tanks caused by faulty workmanship if the HOME is BOARDED UP
5. Theft or attempted theft	Loss or damage: <ul style="list-style-type: none"> unless there is physical evidence of violent and/or forcible entry or exit to or from the HOME caused by YOU, contractors or anyone else who has permission to be in the HOME to unfixed materials in the open to unfixed materials greater than £2,500 in the HOME if the HOME is BOARDED UP
6. Collision by any vehicle or animal	Loss or damage: <ul style="list-style-type: none"> to radio and or television aerials, satellite dishes and their fittings and or masts which are attached to the HOME caused by YOU or any contractors
7. Riot, civil unrest, strikes or political disturbances	Loss or damage: <ul style="list-style-type: none"> if the claim is not reported to US within 7 days of the incident date if the HOME is BOARDED UP

SECTION 1: BUILDINGS

What is covered	What is not covered
8. Malicious acts	Loss or damage: <ul style="list-style-type: none"> caused by YOU, contractors or anyone else who has permission to be in the HOME greater than £25,000 per claim, unless the HOME is BOARDED UP where the limit is £10,000 per claim
9. SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the BUILDINGS stands on	Loss or damage: <ul style="list-style-type: none"> to domestic fixed fuel oil tanks, swimming pools, jacuzzis, hot tubs, tennis courts, drives, patios, terraces, walls, gates and fences unless the HOME is damaged at the same time to solid floors unless load bearing walls in the HOME are damaged at the same time arising from faulty design, specification, workmanship or materials that has been provided for or would have been provided for under any contract or guarantee by law had this policy not been in force caused by coastal erosion or riverbed erosion while the HOME is undergoing any structural repairs, alterations or extensions resulting from the action of chemicals on or the reaction of chemicals with any materials which form part of the BUILDINGS caused by normal SETTLEMENT or shrinkage, or by recently placed infill material moving up
10. Falling trees, telegraph poles or lamp poles	Loss or damage: <ul style="list-style-type: none"> caused by trees being cut down or cut back within the boundary of the HOME to gates and fences unless the HOME is damaged at the same time
11. Loss of metered water caused by a burst pipe WE will pay 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 as a result of a burst pipe	Loss or damage: <ul style="list-style-type: none"> greater than £1,000 per claim if the HOME is BOARDED UP
12. Trace and access WE will pay 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	Loss or damage: <ul style="list-style-type: none"> greater than £2,500 per claim if the HOME is BOARDED UP

SECTION 1: BUILDINGS

What is covered	What is not covered
<p>13. Professional fees and other expenses</p> <p>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 any section of this BUILDINGS policy</p>	<ul style="list-style-type: none"> expenses incurred for preparing a claim or an estimate for loss or damage any costs if government or local authority requirements were served on YOU before the loss or damage occurred
<p>14. 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 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"> if any other insurance has been arranged by or on behalf of the buyer(s)
<p>15. 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"> BODILY INJURY loss of or damage to property <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"> YOU owning but not occupying the BUILDINGS, or 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) <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>	<p>Loss or damage:</p> <ul style="list-style-type: none"> for BODILY INJURY to YOU, a DOMESTIC EMPLOYEE or any employee to property owned, leased, let, rented, hired, lent or entrusted to YOU <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> any lift (other than a stairlift) YOU own and/or lease or YOU are responsible for maintaining any deliberate or malicious acts occupation of any land or BUILDINGS property owners liability if the HOME is used for any business, trade, profession or employment any agreement unless YOU would have had that liability had the agreement not been in existence 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 any amount unless WE have agreed it in writing with YOU
<p>16. 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>	<ul style="list-style-type: none"> any amount unless WE have agreed it in writing with YOU

CLAIMS SETTLEMENT

APPLICABLE TO SECTION 1: BUILDINGS

Limit Of Insurance

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

Sum(s) Insured / Replacement Or Repair

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

If YOU are under-insured, which means the cost of rebuilding or repairing the BUILDINGS at the time of the loss or damage is more than the SUM(S) INSURED for the BUILDINGS, then WE will only pay a proportion of the claim. For example, if the SUM(S) INSURED only covers one half of the cost of rebuilding or repairing the BUILDINGS, WE will only pay one half of the cost of repair or rebuild.

If the BUILDINGS have not been maintained in good repair, WE may refuse to pay any claim, or WE may pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the BUILDINGS would be improved by the repair or replacement).

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.

Pairs, Sets And Suites

WE will not pay the cost of replacing or repairing any undamaged part of the BUILDINGS 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.

Automatic Reinstatement Of The 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.

Proof Of Ownership and Value / Supporting Evidence

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.

WE may also ask for proof of value for WHITE GOODS and WE recommend YOU retain photographs, instruction booklets, copies of valuations and receipts.

WE will request a copy of the 7 day weekly inspection record for all claims.

SECTION 2: CONTENTS

What is covered	What is not covered
<p>The maximum WE will pay YOU for any one claim is the CONTENTS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Please refer to the policy definitions for details of what CONTENTS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> • the EXCESS • any loss or damage excluded from the CONTENTS section • any loss or damage excluded under the policy conditions and/or policy exclusions • any loss or damage if the HOME is not inspected internally and externally at least once every 7 days by YOU or an authorised representative and inspection records are not maintained • any loss or damage if MINIMUM SECURITY is not complied with • any loss or damage caused by illegal occupation of the HOME, including damage caused by squatters

Cover

Loss or damage that is covered	What is not covered
<p>1. Fire, smoke damage, lightning, explosion or earthquake</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • any cause that happens gradually • caused by a contractor or sub contractor • caused or attributable to the use of welding, cutting equipment, blow lamps, blow torches or hot air guns unless: <ul style="list-style-type: none"> – adequate and suitable portable fire extinguishers complying with BSEN3 are in full working order and kept in the HOME – the area in the immediate vicinity to the work must be cleared of all movable combustible material. Any combustible materials which cannot be moved 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 partition's 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 must not be left unattended whilst hot, lit or switched on – the heating of asphalt, bitumen, tar or pitch must be carried out in the open, in a vessel designed for that purpose and be placed on a non-combustible surface
<p>2. STORM, flood or weight of snow</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • to property in the open • if the roof and structure of the HOME is not wind and weather tight

SECTION 2: CONTENTS

Loss or damage that is covered	What is not covered
3. Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused by the failure or lack of grout and/or sealant resulting from the failure of fish tanks caused by taps being left on or sinks and/or baths overflowing unless the water is turned off at the mains and all water tanks, pipes and apparatus are drained Or the central heating system is left in continuous operation 24 hours a day from 1st November to 31st March inclusive, maintained to a minimum temperature of 58°F (15°C) at all times and the loft hatch is left open if the HOME is BOARDED UP
4. Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	<p>Loss or damage:</p> <ul style="list-style-type: none"> as a result of wear and tear or any gradually operating cause to domestic fixed fuel oil tanks caused by faulty workmanship if the HOME is BOARDED UP
5. Theft or attempted theft	<p>Loss or damage:</p> <ul style="list-style-type: none"> unless there is physical evidence of violent and/or forcible entry or exit to or from the HOME caused by YOU, contractors or anyone else who has permission to be in the HOME greater than £2,500 to CONTENTS contained in a shed and/or garage and/or any domestic outbuilding at the HOME to unfixed materials in the open to unfixed materials greater than £2,500 in the HOME if the HOME is BOARDED UP
6. Riot, civil unrest, strikes or political disturbances	<p>Loss or damage:</p> <ul style="list-style-type: none"> if the claim is not reported to US within 7 days of the incident date if the HOME is BOARDED UP
7. Malicious acts	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused by YOU, contractors or anyone else who has permission to be in the HOME greater than £10,000 per claim if the HOME is BOARDED UP

SECTION 2: CONTENTS

Loss or damage that is covered	What is not covered
<p>8. SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the BUILDINGS stand on</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • arising from faulty design, specification, workmanship or materials • that has been provided for or would have been provided for under any contract or guarantee by law had this policy not been in force • caused by coastal erosion or riverbed erosion • while the HOME is undergoing any structural repairs, alterations or extensions • resulting from the action of chemicals on or the reaction of chemicals with any materials which form part of the BUILDINGS
<p>9. 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>	<ul style="list-style-type: none"> • any amount unless WE have agreed to it in writing with YOU

SECTION 2: CONTENTS

Loss or damage that is covered	What is not covered
<p>10. Occupiers liability</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 INSURANCE as occupier (not as owner) of the HOME and its land</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>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • for BODILY INJURY to YOU, a DOMESTIC EMPLOYEE or any other employee • to property owned, leased, let, rented, hired, lent or entrusted to YOU <p>Any liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • any lift (other than a stairlift) YOU own or lease or YOU are responsible for maintaining • the ownership or use of mechanically powered or motorised vehicles except for: <ul style="list-style-type: none"> – domestic garden machinery • the ownership or use of pedestrian controlled models or toys • the ownership or use of drones, gliders, hang gliders and microlights • the ownership or use of hovercrafts, boards or any other craft or equipment designed to be used in water • the ownership or use of caravans, horse boxes, trailers or trailer tents • the ownership or use of firearms, except legally held sporting guns used for sporting purposes • the ownership of animals as specified under the Dangerous Dogs Act 1991 and any later amendments • any deliberate or malicious acts • disease or virus that YOU pass onto another person • occupiers liability if the HOME is used for any business, trade, profession or employment • any agreement unless YOU would have had that liability had the agreement not been in existence • 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 • any amount unless WE have agreed it in writing with YOU

CLAIMS SETTLEMENT

APPLICABLE TO SECTION 2: CONTENTS

Limit Of Insurance

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

Replacement Or Repair

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

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

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

Pairs, Sets And Suites

WE will not pay the cost of replacing or repairing any undamaged CONTENTS which form part of a pair, set or suite, or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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.

Sum(s) Insured

If YOU are under-insured, which means the cost of replacing or repairing the CONTENTS at the time of the loss or damage is more than YOUR SUM(S) INSURED for the CONTENTS, then WE will only pay a proportion of the claim. For example, if YOUR SUM(S) INSURED only covers one half of the cost of replacing or repairing the CONTENTS, WE will only pay one half of the cost of repair or replacement.

If the HOME has not been maintained in good repair and the CONTENTS are damaged, WE will may refuse to pay any claim, or WE may pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the CONTENTS would be improved by the repair or replacement).

Proof Of Ownership and Value / Supporting Evidence

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.

WE may also ask for proof of value for any CONTENTS claim and WE recommend YOU retain photographs, instruction booklets, copies of valuations and receipts.

WE will request a copy of the 7 day weekly inspection record for all claims.

POLICY CONDITIONS

The following policy conditions apply to all sections of the policy

1. Information We Need To Know About

YOU must take reasonable care to provide complete and accurate answers to the questions WE ask when YOU take out, make changes to, and renew YOUR policy.

If the information provided by YOU is not complete and accurate:

- WE may cancel YOUR policy and refuse to pay any claim
- WE may not pay any claim in full
- WE may revise the premium and/or change any EXCESS
- the extent of the cover may be affected

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
- 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 documentation YOU may receive
- avoid discussing liability with, or admitting liability to, anyone else without OUR permission

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

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 BUILDINGS 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 YOUR claim

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

3. Weekly Inspection and Inspection Records

The HOME must be inspected internally and externally at least once every 7 days by YOU or an authorised representative and inspection records are to be maintained. Inspection records are to be submitted to US when requested.

Any issues found during an inspection visit must be rectified within 7 days from date of discovery.

4. Minimum Security

There is no cover for loss or damage under any section of this policy if MINIMUM SECURITY is not in operation at all times when the HOME is UNATTENDED.

5. Fraud

If YOUR claim is in any way dishonest or exaggerated WE will not pay any benefit under this policy or return any premium to YOU. WE may also inform the police or other appropriate authorities.

POLICY CONDITIONS

6. Other Insurance Policies

If there is any other insurance covering the same claim, WE will only pay OUR share of the claim.

If there is any other insurance covering the same HOME (dual insurance), it is OUR discretion if WE agree to refund any of the premium. Any refund would also be subject to no claims being reported within the PERIOD OF INSURANCE.

7. Cancellation

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 YOUR policy at any time during the PERIOD OF INSURANCE.

If YOU do cancel YOUR policy after the “cooling-off period”, 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. The Pen Underwriting new business policy fee will not be refunded.

If YOU wish to cancel YOUR policy please contact YOUR insurance advisor.

WE (or any agent WE appoint and who acts with OUR specific authority) may cancel this policy by sending YOU 14 day’s notice by recorded delivery to YOUR last known address. YOU may be entitled to a refund of the premium paid, subject to a deduction for the time that YOU have been covered and subject to no claims being made or notified during the PERIOD OF INSURANCE. The Pen Underwriting new business policy fee will not be refunded.

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

- non-payment of premium
- suspected fraud
- a change in risk occurring which WE are unable to insure
- the HOME is no longer UNOCCUPIED
- WE establish that YOU have provided US with incorrect information
- YOU breach any terms and conditions of YOUR policy

8. Your Duty To Keep To The Policy Conditions

To be covered by this insurance, YOU must keep to the terms and conditions of this policy.

9. Arbitration

If WE have accepted YOUR claim but disagree with the amount to be paid, an arbitrator will decide the matter. YOU and WE must agree on an arbitrator in line with the law at the time. If YOU cannot agree WE have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. YOU must wait for the arbitrator’s decision before YOU can take any legal action against US.

10. Renewal Of The Policy

If WE are willing to continue providing cover and YOUR insurance advisor advises YOU of OUR renewal terms, YOU authorise YOUR insurance advisor to renew this insurance on expiry, unless YOU inform YOUR insurance advisor to the contrary before YOUR renewal date.

11. Your Duty To Prevent Loss Or Damage

YOUR policy is intended to cover YOU against unforeseen events like 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

POLICY CONDITIONS

12. Deliberate Acts

WE will not pay for loss or damage as a result of a deliberate act by YOU, contractors or anyone else who has YOUR permission to be in the HOME.

13. Illegal Occupation

WE will not pay for loss or damage as a result of illegal occupation of the HOME, including damage caused by squatters.

14. Sanctions

WE shall not provide any benefit under this contract of insurance to the extent of the providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

POLICY EXCLUSIONS

The following policy exclusions apply to all sections of the policy

1. Radioactive Contamination And Nuclear Assemblies

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

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

3. Date Change

Any loss or damage to any electronic and or computer related equipment which fails to correctly recognise a date change.

4. Computer Failure

Loss or damage to any electronic and/or computer related equipment caused by computer failure, computer error or any other malfunction.

5. Sonic Boom

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

6. Reduction In Value

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

7. 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.

8. 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

9. Terrorism

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 is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, 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.

HELPFUL TIPS TO PROTECT THE HOME

Please read the below tips as the solutions may help to prevent loss or damage to common causes of claims. This information is guidance only and does not form 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

Storm:

Keep gutters, gullies, downpipes and drains clear of leaves and debris to help water drain away
Check the condition of any flat roofs, in particular those on sheds or outbuildings as these are more susceptible to damage
Consider cutting back low / overhanging tree branches which could cause damage in strong winds
Secure / put away any objects in the garden which could cause damage / injury if they are blown around in strong winds

Cold Weather / Escape of Water:

It's recommended that the boiler be serviced every 12 months
Know where the stopcock is located so that 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
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:

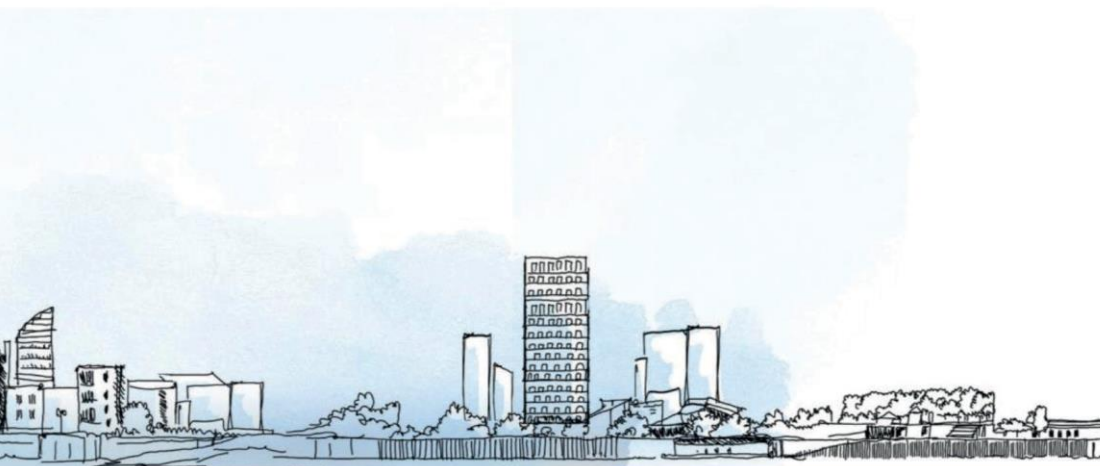
Remove post from the letterbox & post that has accumulated by the front door
Consider a postal re-direction service
Keep the garden tidy
Check oil tanks for any signs of damage and or leaks
Check oil tanks to ensure the level of oil is as expected
Ask a neighbour to keep an eye out and give them YOUR contact details, as they may notice a problem in between the weekly inspection visits

7 Day Inspection Record

[illegible]

Reminder: It is a policy condition that YOU must tell US of any issues found during an inspection visit, if the issue cannot be rectified within 7 days from date of discovery

NOTES



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underwriting