

**CHOICE
INSURANCE**



RESIDENTIAL UNOCCUPIED PROPERTY OWNERS INSURANCE
POLICY WORDING

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Introduction

Thank **you** for choosing to insure with **us**. This insurance is specifically designed to only insure residential **unoccupied buildings** which are owned by **you** or for which **you** are legally liable. Please read **your** policy documentation carefully to ensure that the cover meets **your** requirements. If anything is not correct, please contact **your** broker as soon as possible.

We will provide this insurance in return for the premium **you** have agreed to pay.

Important information regarding this insurance

Want more details? For more information about how **we** use **your** personal information please see **our** full privacy notices, which are available online on **our** websites or in other formats on request.

Contacting us and your rights: **You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notices, please contact our Data Protection Officer: The Data Protection Officer, Beazley Plc, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ
Email:

Your insurer

This insurance is underwritten by A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd.

Beazley Furlonge Ltd as Managing Agent of Syndicates 2623 and 623 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Firm Reference Number: 204896). Beazley Furlonge Limited is registered in England and Wales with its Registered Office at 22 Bishopsgate, London EC2N 4BQ.

How does the policy work?

Your policy consists of this document, **your** policy **schedule** and any **endorsements** which may be attached. **Your policy** is a legal contract between **you** and **us**.

The policy wording explains what is covered and what is not covered, how to make a claim and other important information including the obligations we have to each other.

The **schedule** shows the cover **you** have bought and the most **we** will pay in the event of a claim.

To help explain the meaning of certain words **we** have shown these terms in bold print so that they are easier for **you** to spot. **We** have gathered these words together in one place under the heading of Definitions.

Who has arranged Your cover

Your policy has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is:

Choice Insurance Agency Ltd
Unit 1, Victoria Central, 27 Victoria Avenue
Southend on Sea
Essex, SS2 6AJ

Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Choice Insurance Agency Ltd is authorised by **us** to underwrite insurance and issue this **policy** on **our** behalf

Important

Keeping to the terms and conditions

You must pay **your** premium and keep to the terms and conditions of **your policy**. So long as **you** do this **we** will insure **you** for the coverages **you** have bought as shown in **your schedule**. If any premium (including a premium instalment) is not paid to and accepted by **us** or **your** broker within the terms of **your** invoice, **we** may cancel the **policy** in accordance with the cancellation condition and **you** will have no insurance protection.

Checking your policy details and telling us if anything changes

Please read **your policy** carefully. It's important that everything is correct on **your** documents and that **you** understand **your** cover, including the things **you** must do (or not do). If anything is not correct, please contact **your** broker as soon as possible.

You must take reasonable care to ensure that all the information **you** have given **us** is true, accurate and complete to the best of **your** knowledge and belief. **Your** information is important to **us** as **we** have relied on it when deciding whether to offer **you** cover, and when setting the premium and the terms of **your policy**.

It might impact **your** insurance or any claim if the information **you** have given **us** is not true, accurate and complete.

During the life of **your policy** **you** must tell **us** of any changes to the information **you** have given **us**. For further details please refer to Changes to information which can be found in the conditions below.

How we will handle your data – Data Protection

Choice Insurance Agency 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, insurance intermediaries such as Managing General Agents, 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 <http://www.choiceinsuranceagency.co.uk/privacy-policy>. 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.

How do I make a claim?

Should **you** need to report or make a claim to **us**, please contact **our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **you** wish also advise **your** insurance adviser or **our** Binding Underwriter to do this on **your** behalf.

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill, West Malling
Kent, ME19 4AJ

Telephone: +44 (0) 1732 520273
Out of hours Telephone: +44 (0) 1732 520270
Email: newclaim@woodgate-clark.co.uk

It is important that **you** notify **us** as soon as is possible after **you** are aware of a potential claim. If a crime has been committed, **you** must also tell the police and obtain an incident or crime reference from them.

What information do I need to provide when making a claim?

We may ask for the following so please have this information to hand:

- **Your policy** number which will be stated in **your schedule**;
- Full details of the claim;
- Receipts, evidence of the value of items involved in a claim and any other relevant information and documents to help with **your** claim.

What else do I need to do?

In the event of a claim or possible claim under this insurance it is important that **you** tell **us** as soon as **you** can, giving full details of what has happened. **You** must also:

- a) confirm the facts in writing as soon as possible, with all information that is available;
- b) forward to **us**, without delay, any correspondence regarding a claim including all associated documents and any other written evidence of the claim. **You** must consult with **us** first regarding the response to be sent to any such correspondence;
- c) make no admission of liability or offer of payment without **our** prior written consent;
- d) make no agreement to release any party from liability without **our** prior written consent;
- e) take all reasonable steps to protect **your** property, prevent accident or injury and minimise or avoid any loss under this **policy**;
- f) provide **us** or **our** representatives with all information, documents and assistance requested as soon as reasonably possible;
- g) provide a signed proof of loss to **us** or **our** representative to substantiate the occurrence, nature, cause and amount of loss claimed under this **policy**;
- h) allow **us** the opportunity to inspect any damaged property before **you** dispose of same unless **we** have agreed otherwise.

If **you** fail to comply with any of the above obligations **we** may reduce any payment **we** make under this insurance by an amount which is equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

How we manage your claim

When handling **your** claim **we** are entitled, if **we** choose, to:

- a) take such steps as **we** deem necessary to prevent, mitigate or minimise a loss;
- b) take over and conduct the defence or settlement of any claim in **your** name for any claims made against **you** that are covered by this **policy**; and
- c) start recovery proceedings in **your** name, whether or not payment has been made under this **policy**, and **you** must give **us** all the assistance **we** need to do this. Any costs incurred in such proceedings will be at **our** expense.

You must give **us** all the co-operation **we** need when handling **your** claim. If **you** do not, **we** may not make a payment for **your** claim or may reduce any payment **we** make under this insurance.

Complaints procedure

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** wish to make a complaint, please contact **your broker**. **Your** broker's contact details are shown in the **schedule**.

In the event **you** remain dissatisfied, it may be possible in certain circumstances for **you** to refer the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA.

Tel: 020 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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

Financial ombudsman service

If **you** remain dissatisfied after Lloyd's has considered **your** complaint **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

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 1239123 (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.

Making a complaint does not affect **your** right to take legal action.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this **policy**. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

General Definitions

Whenever the following words and phrases appear in bold print they will always have these meanings. Any other definitions are shown in the section to which they apply.

Buildings

The **unoccupied** main structure, including **outbuildings**, at the address stated in the **schedule**, including:

1. items that are fixed to and form part of such structure;
2. fixed domestic fuel tanks and permanently installed solar panels attached to the structure of the premises stated in the **schedule**;
3. tennis courts, swimming pools, paved terraces, drives, patios, paths, walls, gates and fences that are attached to or immediately service such structure or that are shared with outbuildings and other structures;
4. underground storage tanks;
5. underground services, sewers, pipes, cables and drains which are attached to or immediately service the premises stated in the **schedule** and extend to the public mains;

which are owned by **you** or for which **you** are legally responsible.

We do not include within this definition any land or water.

Contents

Household goods within the **home** or an **outbuilding**, which belong to **you** or for which **you** are legally responsible.

We do not include the following within this definition:

- **Fine art or jewellery and watches;**
- **Outdoor or garden property;**
- Current legal tender, cheques, travellers cheques, postal or money orders, travel tickets, premium bonds, savings certificates and share certificates, gift tokens, phone cards, current postage stamps and saving stamps;
- Televisions, satellite decoders, radios, audio equipment or home computers;
- Clothing or pedal cycles;
- Any living thing;
- Motor vehicles, caravans and their accessories, quad bikes and motorised vehicles including motor-cycles, golf trolleys, golf buggies or motorised wheelchairs or mobility scooters;
- Trailers and horseboxes;
- Sailboards, surfboards, dinghies, hand propelled or motorised watercraft;
- Any property used for commercial purposes;
- Any part of the **buildings** or **outbuildings**;
- Land or water.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The amount that **you** will be responsible for paying for each agreed claim.

Fine art	Any article of recognised artistic or collectable nature of whatsoever description which belong to you or for which you are legally responsible. This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, antique guns, objets d'art, contemporary art, clocks and barometers musical instruments and private collections of rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia.
Home	The unoccupied private dwelling insured under this policy including outbuildings used for domestic purposes at the address shown on the schedule .
Jewellery and watches	Gemstones, pearls, watches or items of gold, silver or other precious or semi-precious metals and/or articles comprising them, designed to be worn on the person.
Outbuilding	Freestanding permanent Structures within the grounds of your home and which are owned by you or for which you are legally responsible including garages, stables, barns, studios, pool houses and other similar structures.
Outdoor or garden property	Those items designed to be left or used outdoors including: <ul style="list-style-type: none"> • Garden furniture, children's play equipment, garden statues and garden ornaments; • Domestic garden maintenance equipment, ride-on lawnmowers and power equipment; • Golf trolleys, golf buggies, motorised and non-motorised wheelchairs; • Motorised sit-in toy or miniature vehicles including motorcycles; • Quad bikes; • Trailers and non-motorised horseboxes up to 12 feet in length.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule .
Policy	This insurance document and the schedule including any endorsement .
Schedule	The document stating your insurance details including your name, address, the sums insured , the excess , the period of insurance and the sections of this insurance which apply.
Sum insured	The most we will pay for each incident of loss as stated in the risk details .
Unoccupied	When a building is: <ul style="list-style-type: none"> • insufficiently furnished for normal living purposes or empty, void, vacant or disused;

- not occupied by **you** or a person or tenant authorised by **you**.

We / us / our

A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd. Choice Insurance Agency Ltd is authorised by **us** to underwrite insurance and issue this **policy** on **our** behalf.

You / your

The insured named in the **schedule**.

General conditions

Information you have given to us

You must take reasonable care to ensure that all the information **you** have given **us** is true, accurate and complete to the best of **your** knowledge and belief. Please talk to **your** broker if **you** are in any doubt about what to tell **us**. **Your** information is important to **us** as **we** have relied on it when deciding whether to offer **you** cover, and when setting the premium and the terms of **your policy**.

It might impact **your** insurance or any claim if the information **you** have given **us** is not true, accurate and complete.

If **we** find out **you** have acted carelessly when giving **us your** information, **we** might:

- treat this insurance as if it had never existed. If this happens **we** will give **you** back the premium **you** paid and **you** must reimburse any payments **we** have made. **We** will only do this if **we** would not have offered **you** cover if **we** had been given true, accurate and complete information; or
- change the terms of **your** insurance. **We** may apply these different terms as if they were already in place if a claim has been impacted by **your** carelessness; or
- charge **you** more for **your** insurance or proportionately reduce the amount **we** pay on a claim; or
- cancel **your** insurance in accordance with the cancellation condition. **We** will return a pro rata proportion of **your** premium, provided **you** have not made a claim.

If **we** find out **you** have deliberately or recklessly given **us** false or misleading information, **we** will treat this insurance as if it never existed and decline all claims. **You** must reimburse any payments made under this insurance and **we** will not return any premium **you** have paid.

Your broker will contact **you** if **we** are going to do any of these things.

Changes to information

You must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your policy**. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

Building occupancy

This insurance only covers **buildings** which are **unoccupied**. **You** must tell **your** broker, as soon as is reasonably possible, and no later than 5 working days, if the **buildings** are no longer **unoccupied**. **We** may then change the terms of the **policy**, charge an additional premium or cancel the **policy** in accordance with the cancellation condition.

If **you** do not tell **us** about such change, **we** will refuse to pay **your** claim and may terminate this **policy** with effect from the date the **building** became occupied.

Your obligations

You must:

1. take all reasonable steps to prevent accident or injury and safeguard **your** property against loss or damage;
2. keep **your** property in a good state of repair; and
3. take all reasonable steps to prevent further damage from happening.

If **you** fail to comply with the above obligations and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply with **your** obligations, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Correct sums insured

You must ensure that the **sums insured** for **your buildings** and **contents** represent their full value.

For **buildings** full value means the estimated cost of rebuilding in the same form, style and condition as new if **your buildings** were completely destroyed and includes an appropriate amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements. Full value is not necessarily the market value.

For **contents** full value means the cost to replace the insured item as new.

Security and protections

You must ensure that:

- a. all fire alarms, security systems and physical protections notified to **us** are engaged at all times;
- b. all perimeter fences, walls and gates are maintained in good repair;
- c. all gas, water and electricity mains supplies are kept disconnected or turned off at the mains, except those supplies required to maintain heating or fire or security systems, notified to **us**, which are to remain in operation at all times for security or fire protection purposes;
- d. all exposed pipes and tanks, including those within the loft space and roof void are suitably lagged to prevent freezing;
- e. **you** tell **your** broker as soon as is reasonably possible if for any reason an alarm or security system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be comprehensively and regularly serviced under contract by a reputable company at least annually;
- f. the **home** and the area up to the boundary of the **home** are kept free from fuel, waste or any loose combustible material;
- g. all keys to alarms, security systems and final exit doors are removed from the **home**;
- h. **you** tell **your** broker before **you** start any refurbishments, conversions, extensions or other structural works to the **buildings** or **outbuilding** or if there are any changes from those already disclosed to **us**;
- i. **you** tell **your** broker of any changes to planning permission or consent applicable in relation to the property, which has not been declared to **us** at inception of the **policy**;
- j. **you** tell **your** broker as soon as reasonably possible if the **building** or **outbuilding** is to be demolished or if the **building** or **outbuilding** becomes subject to a compulsory purchase order.

If **you** fail to comply with any of **your** obligations under this condition and **we** determine that a claim has been caused by or impacted directly by **your** failure, **we** may decline any claim or reduce the amount **we** pay for any claim.

Visiting your property

You must ensure that:

- a. the **buildings** and any **outbuilding** are inspected thoroughly both internally and externally at least once every 14 days by **you**; **your** representative or **your** employee;
- b. all defects in maintenance and security provisions are rectified as soon as reasonably possible;
- c. accumulations of combustible materials (such as junk mail) in and around the **building** and any **outbuilding** are removed during inspection;
- d. a record of such inspection is maintained during the **period of insurance** and kept away from the premises.

If **you** fail to comply with any of **your** obligations under this condition and **we** determine that a claim has been caused by or impacted directly by **your** failure, **we** may refuse to pay **your** claim or reduce the amount **we** pay for any claim.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

Recoveries

All salvage, recoveries and payments due to **you** will be applied as if recovered or received prior to **our** settlement of the loss and all necessary adjustments will be made by **you** and **us**.

Third parties

You and **we** are the only parties to this contract of insurance. No other person or other party who is not named as insured in the **schedule** shall have any right or be able to enforce any term of this **policy**, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation.

Other insurance

We will not cover any claim, liability, loss or damage that would be covered under any other insurance, scheme or indemnity if this **policy** did not exist. However, **we** will pay the amount exceeding the cover available under the other insurance, scheme or indemnity.

Assignment

This **policy** may not be assigned in whole or in part without **our** prior written consent.

Fraudulent claims

If **you** make a fraudulent claim under this **policy**, **we**:

- a) are not liable to pay the claim;
- b) may recover from **you** any sums that **we** have paid to **you** in respect of the claim; and
- c) may, by notice to **you**, treat the **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under the condition above:

- d) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- e) **we** need not return any of the premiums paid.

Governing law

The law of England and Wales will apply to this contract unless **you** and **we** agree otherwise and any disputes in relation to the **policy** will be dealt with in the courts of England and Wales.

If **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in the absence of agreement to the contrary, the law and the courts of that country will apply.

If any provision in this **policy** is for any reason held to be illegal or unenforceable in any respect, it is deemed to be deleted and have no effect.

If any provision contained within this **policy** is for any reason held to be illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

Sanctions

You agree that any cover, the payment of any claim and any benefit provided under **your policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

Cooling off

The following only applies if the duration of **your policy** is more than one calendar month.

You may cancel this insurance by writing to **us** or **your** broker within 14 days of either of the start of this insurance or the date **you** receive **your policy**, whichever is later. If **you** have not made a claim, **we** will refund **your** premium in full.

Cancellation

Cancellation by you

If the **period of insurance** of your policy is for six months or less it is considered a short term **policy** and as such, the following condition shall apply:

After the cooling off period, **you** can cancel this insurance at any time by telling **your** broker. **We** will not return any premium **you** have paid.

If the **period of insurance** of **your policy** is more than six months it is considered an annual **policy** and as such, the following condition shall apply:

After the cooling off period, **you** can cancel this insurance at any time by telling **your** broker. **We** will return a pro-rata proportion of your premium, provided you have paid your premium in full and have not made a claim. If **you** make a subsequent claim after this insurance has been cancelled, **we** will deduct the premium returned to **you** from any claim payment **we** agree to make.

If **we** have incurred any survey fees they will be deducted from any return premium due to **you**.

Cancellation by us

We may at any time cancel cover by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent by recorded post to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- i) non-payment of premium;
- ii) the **buildings** are no longer **unoccupied**
- iii) if the risk changes meaning **we** can no longer provide **you** with insurance cover; or
- iv) non-compliance with policy terms and conditions.

If **we** cancel the policy, **we** will return a pro-rata proportion of **your** premium, provided **you** have paid **your** premium in full and have not made a claim.

General exclusions

The following exclusions apply to all sections of this **policy**. Any extra exclusions are shown in the section to which they apply.

1. Existing damage
We will not cover any claim, loss, damage or liability occurring before cover starts or arising from an event before cover starts.
2. Deliberate acts
We will not cover any claim, loss, damage or liability arising out of a deliberate or dishonest act by **you**, anyone acting on **your** behalf.
3. Indirect loss or damage
We will not cover any claim, loss or damage that is not directly associated with the incident that caused **you** to claim.
4. Nuclear and radioactive contamination
We will not cover any claim, loss, damage or liability directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.
5. Terrorism
We will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from an act of terrorism. For the purpose of this general exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
6. War or political violence
We will not cover any claim, loss, damage or liability directly or indirectly due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
7. Confiscation
We will not cover any claim, loss, damage or liability directly or indirectly due to 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.
8. Infectious or contagious disease
We will not cover any claim, loss, damage or liability directly or indirectly due to :
 - a) infectious or contagious disease;
 - b) any fear or threat of a) above; or
 - c) any action taken to minimise or prevent the impact of a) above.

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

9. Cyber and data

Cyber

We will not cover any claim, loss, damage or liability directly or indirectly caused deliberately or accidentally by:

- a. the use of or inability to use any application, software, or program;
- b. any computer virus;
- c. any computer related hoax relating to a. or b. above.

Electronic Data

We will not cover loss of or damage to any electronic data (for example files or images) wherever it is stored.

10. Asbestos

We will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from any asbestos, asbestos fibres, asbestos dust, any materials containing asbestos or any refractory ceramic fibres.

11. Contractors

We will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the insured property, including where **you** are working in **your** capacity as a professional tradesman.

12. Chemical Biological

We will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from any chemical, biological, bio-chemical, or electromagnetic weapon.

Section One Buildings

This section covers **you** for physical loss or physical damage which happens during the **period of insurance** to **your unoccupied buildings** and **outbuildings**.

The **schedule** will show if this section or which parts of this section are insured by this **policy**.

The general terms and conditions and the following terms and conditions apply to this section of the **policy**

If **you** need to make a claim please contact **our** claims representative using the contact details stated in the **schedule** and follow the instructions under How do I make a claim above.

Definitions

The following definitions are in addition to the general definitions shown in the General terms and conditions section.

Heave Upward movement of the ground beneath the **buildings** or **outbuilding** because of the soil expanding.

Landslip Downward movement of sloping ground.

Subsidence Downward movement of the ground beneath the **buildings** or **outbuilding** where the movement is unconnected with the weight of the **building** or **outbuilding**.

Section One Buildings - Level 1

What is covered:

We will insure **your unoccupied buildings** or **outbuilding** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.

What is not covered:

Any cause already excluded within the General Exclusions.

We will not pay for any loss or damage caused by or resulting from pollution or contamination.

We will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.

Section One Buildings - Level 2

What is covered:

We will insure **your unoccupied buildings** or **outbuilding** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake
2. Aircraft and other flying devices or items dropped from them.
3. Storm or flood.

What is not covered:

Any cause already excluded within the General Exclusions.

Other than the cover provided under insured peril 4. 'escape of oil', **we** will not pay for any loss or damage caused by pollution or contamination.

We will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.
3.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by **subsidence**, **heave** or **landslip** other than as insured under What is covered, item 6.
 - c. for loss or damage to fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences.
 - d. for loss or damage to the **building** or **outbuilding** caused by frost.
 - e. for loss or damage caused by rising groundwater or a change in the water table level.

4. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation.
5. Collision by any vehicle or animal.
6. **Subsidence** or **heave** of the site upon which the **unoccupied buildings** stand or **landslip**.
7. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.
8. Falling trees, telegraph poles or lamp- posts.

4. the **excess** shown in the **schedule**.
5. the **excess** shown in the **schedule**.
6.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage to fixed fuel-oil tanks, drives, walls, gates and fences unless the **home** is also affected at the same time by the same event.
 - c. for loss or damage to solid floors unless the walls of the property are damaged at the same time by the same event.
 - d. for loss or damage arising from faulty design, specification, workmanship or materials.
 - e. for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
 - f. for loss or damage caused by coastal or riverbank erosion.
 - g. for loss or damage whilst the **buildings** or **outbuildings** are undergoing any structural repairs, alterations or extensions.
 - h. for loss or damage caused by new structures bedding down, settling, expanding or shrinking.
7. the **excess** shown in the **schedule**.
8.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by trees being cut down or cut back within the grounds of **your home** shown in the **schedule**.
 - c. for loss or damage to gates and fences.

Section One Buildings - Level 3

What is covered

We will insure **your unoccupied buildings** or **outbuilding** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake
2. Aircraft and other flying devices or items dropped from them.
3. Storm or flood.

4. Escape of water from fixed water tanks, apparatus or pipes.

What is not covered:

Any cause already excluded within the General Exclusions.

Other than the cover provided under insured peril 5. 'escape of oil', **we** will not pay for any loss or damage caused by pollution or contamination.

We will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.
3.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by **subsidence, heave** or **landslip** other than as insured under What is covered, item 9.
 - c. for loss or damage to fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences.
 - d. for loss or damage to the **building** or **outbuilding** caused by frost.
 - e. for loss or damage caused by rising groundwater or a change in the water table level.
4.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by **subsidence, heave** or **landslip** other than as insured under What is covered, item 9.
 - c. for loss or damage to fixed fuel-oil tanks.
 - d. for loss or damage unless the water is turned off at the mains (other than where required to maintain automatic sprinkler installations).
 - e. for loss or damage to the property caused by wet or dry rot.

5. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation.
6. Theft or attempted theft.
7. Collision by any vehicle or animal.
8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism.
9. **Subsidence** or **heave** of the site upon which the **unoccupied buildings** stand or **landslip**.

5. the **excess** shown in the **schedule**.
6.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage unless entry is by deception or entry to or exit from the **building** or **outbuilding** is by forceable and violent means which is evidenced by visible signs of damage to such **building** or **outbuilding**.
 - c. for loss or damage caused by any person lawfully within the grounds of **your home** shown in the **schedule**.
7. the **excess** shown in the **schedule**.
8.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by any person lawfully within the grounds of **your home** shown in the **schedule**.
 - c. for loss or damage unless entry is by deception or entry to or exit from the **building** or **outbuilding** is by forceable and violent means which is evidenced by visible signs of damage to such **building** or **outbuilding**.
9.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage to fixed fuel-oil tanks, drives, walls, gates and fences unless the **home** is also affected at the same time by the same event.
 - c. for loss or damage to solid floors unless the walls of the property are damaged at the same time by the same event.
 - d. for loss or damage arising from faulty design, specification, workmanship or materials.
 - e. for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
 - f. for loss or damage caused by coastal or riverbank erosion.
 - g. for loss or damage whilst the **buildings** or **outbuildings** are undergoing any structural repairs, alterations or extensions.
 - h. for loss or damage caused by new structures bedding down, settling, expanding or shrinking.

10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.
11. Falling trees, telegraph poles or lamp- posts.

10. the **excess** shown in the **schedule**.
11.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by trees being cut down or cut back within the grounds of **your home** shown in the **schedule**
 - c. for loss or damage to gates and fences.

How much we will pay

The following applies to Level 1, Level 2 and Level 3 cover.

We will pay the lesser of:

- a. the cost of repairing; or
- b. reinstating;

the damaged **building** or **outbuilding** provided the work is carried out.

If the **building** or **outbuilding** is not in a good state of repair prior to the loss, **we** may deduct an amount from **your** claim. This amount will reflect the difference in the value of the **building** or **outbuilding** in a good state of repair and the value of the **building** or **outbuilding** in the condition it was in prior to the loss. Examples of when a **building** or **outbuilding** is not in a good state of repair are incomplete building works, rot, damp, mould, infestation, faulty wiring, inadequate plumbing and roof/chimney damage.

We will also pay

- the reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or reinstatement of the **building** or **outbuilding**. The most **we** will pay for such costs is 15% of the applicable **building** or **outbuilding** sum insured.
- the cost incurred to clear the site and make safe subject to **our** prior agreement unless immediate work is required to prevent further damage. If at the time of loss or damage it is **your** intention to demolish the **building** or **outbuilding**, **our** liability shall be limited to the additional costs of debris removal solely incurred as a result of such loss or damage.
- the costs incurred to comply with government or local authority requirements provided that:
 - a. the **buildings** or **outbuilding** were originally constructed according to any government and local authority regulations in force at the time, and;
 - b. **you** had not received notice of the requirements before the damage happened.

We will not pay the cost of reinstating or repairing any undamaged parts of the **buildings** or **outbuilding** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

The most **we** will pay is the **sum insured**.

Under insurance

If **we** find that the value of the **building** or **outbuilding** declared to **us** does not represent their full value, as described in Correct Sums Insured within the above General Conditions, **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the appropriate **sum insured** for **buildings** or **outbuilding** by the actual cost of rebuilding **your buildings** or **outbuilding** and multiply this figure by the amount of the agreed claim.

Additional Cover

The following cover is applicable to Level 1, Level 2 & Level 3 cover

This section of the insurance also covers:

1. Anyone buying the insured **unoccupied building** who will have the benefit of the cover provided under section one until the sale is completed or the insurance ends, whichever is sooner.
2. **We** will pay the cost of restoring landscaped areas following damage caused by the fire brigade or other emergency services attending **your home** following damage to the property insured.

We will not pay:

Any cause already excluded within the General Exclusions.

1.
 - a. the **excess** shown in the **schedule**.
 - b. Loss or damage if the **buildings** or **outbuilding** are insured under any other insurance.
2.
 - a. the **excess** shown in the **schedule**.
 - b. more than GBP1,000 in any **period of insurance**.
 - c. the costs arising from the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

Section Two Contents

This section covers **you** for physical loss or physical damage which happens during the **period of insurance** to **contents** within the **home** or an **unoccupied building**.

The **schedule** will show if this section or which parts of this section are insured by this **policy**.

The general terms and conditions and the following terms and conditions apply to this section of the **policy**.

If **you** need to make a claim please contact **our** claims representative using the contact details stated in the **schedule** and follow the instructions under How do I make a claim above.

Section Two Contents - Level 1

What is covered

We will insure **your contents** within the **home** or an **unoccupied building** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.

What is not covered:

Any cause already excluded within the General Exclusions.

We will not pay for any loss or damage caused by or resulting from pollution or contamination.

We will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.

Section Two Contents - Level 2

What is covered

We will insure **your contents** within the **home** or an **unoccupied building** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.
3. Storm or flood.
4. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation.

What is not covered:

Any cause already excluded within the General Exclusions.

Other than the cover provided under insured peril 4. 'escape of oil', **we** will not pay for any loss or damage caused by pollution or contamination.

We will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.
3.
 - a. the **excess** shown in the **schedule**.
 - b. **contents** in the open.
 - c. for loss or damage to the **contents** caused by frost.
 - d. for loss or damage caused by rising groundwater or a change in the water table level.
4. the **excess** shown in the **schedule**.

5. Collision by any vehicle or animal.
6. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

7. Falling trees, telegraph poles or lamp- posts.

5. the **excess** shown in the **schedule**.

6.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage following damage to solid floors unless the walls of the **building** or **outbuilding** are damaged at the same time by the same event.
 - c. for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
 - d. for loss or damage caused by any new structures bedding down, settling, expanding or shrinking.
 - e. for loss or damage whilst the **buildings** or **outbuilding** are undergoing any structural repairs, alterations or extensions.
 - f. for loss or damage by coastal or riverbank erosion.

7.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage caused by trees being cut down or cut back within the grounds of **your home** shown in the **schedule**.

Section Two Contents - Level 3

What is covered

We will insure **your contents** within the **home** or an **unoccupied building** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.
3. Storm or flood.
4. Escape of water from fixed water tanks, apparatus or pipes.
5. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation.

What is not covered:

Any cause already excluded within the General Exclusions.

Other than the cover provided under insured peril 4. 'escape of oil', **we** will not pay for any loss or damage caused by pollution or contamination.

We will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.
3.
 - a. the **excess** shown in the **schedule**.
 - b. **contents** in the open.
 - c. for loss or damage to the **contents** caused by frost.
 - d. for loss or damage caused by rising groundwater or a change in the water table level.
4.
 - a. the **excess** shown in the **schedule**.
 - b. for loss or damage unless the water is turned off at the mains (other than where required to maintain automatic sprinkler installations).
 - c. for loss or damage to **contents** caused by wet or dry rot.
5. the **excess** shown in the **schedule**.

6. Theft or attempted theft.

7. Collision by any vehicle or animal.

8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism.

9. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

10. Falling trees, telegraph poles or lamp- posts.

6.

a. the **excess** shown in the **schedule**.

b. for loss or damage unless entry is by deception or entry to or exit from the **building** or **outbuilding** is by forceable and violent means which is evidenced by visible signs of damage to such **building** or **outbuilding**.

c. for loss or damage caused by any person lawfully within the grounds of **your home** shown in the **schedule**.

d. for loss or damage to money, certificates, documents or valuables.

7. the **excess** shown in the **schedule**.

8.

a. the **excess** shown in the **schedule**.

b. for loss or damage unless involving violent and forcible entry to or exit from the **building** or **outbuilding**, or by deception.

9.

a. the **excess** shown in the **schedule**.

b. for loss or damage following damage to solid floors unless the walls of the **building** or **outbuilding** are damaged at the same time by the same event.

c. for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.

d. for loss or damage caused by any new structures bedding down, settling, expanding or shrinking.

e. for loss or damage whilst the **buildings** or **outbuilding** are undergoing any structural repairs, alterations or extensions.

f. for loss or damage by coastal or riverbank erosion.

10.

a. the **excess** shown in the **schedule**.

b. for loss or damage caused by trees being cut down or cut back within the grounds of **your home** shown in the **schedule**.

How much we will pay

The following applies to Level 1, Level 2 and Level 3 cover:

We will decide whether to repair or replace or make a cash settlement for the lost or damaged item, pair or set but **we** will not pay more than the current cost new.

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

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

Under insurance

If **we** find that the value of the **contents** declared to **us** does not represent the full value as described in Correct Sums Insured under the above General Conditions **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the **sum insured** for **contents** by the actual cost of replacing the **contents** and multiply this figure by the amount of the agreed claim.

Section Three – Property Owner’s Liability

This section covers **your** legal liability as owner of the **unoccupied building** or **outbuilding** insured under this **policy**.

The **schedule** will show if this section or which parts of this section are insured by this **policy**.

The general terms and conditions and the following terms and conditions apply to this section of the **policy**.

If **you** need to make a claim please contact **our** claims representative using the contact details stated in the **schedule** and follow the instructions under How do I make a claim above.

Definitions

The following definitions are in addition to the general definitions shown in the General terms and conditions section.

Bodily injury Physical injury, death, mental injury, mental illness, mental anguish, nervous shock, sickness or disease of any person.

Property damage Physical loss of or physical damage to or destruction of tangible property.

What is covered

We will cover any claim made against **you** for compensation arising from:

1. **bodily injury**
2. **property damage**

caused by an accident happening at **your home** or within its grounds during the **period of insurance**.

What is not covered:

Any cause already excluded within the General Exclusions.

We will not compensate **you** for any claim:

- a. arising from **your** ownership, possession or use of:
 - any motorised or horse drawn vehicle;
 - any power-operated lift;
 - any aircraft or watercraft other than manually operated rowing boats, punts or canoes;
 - any animal.
- b. due to **bodily injury** to **you** or any employee arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
- c. in respect of any kind of pollution and/or contamination unless:

- 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** within the grounds of **your home** shown in the **schedule**; and
- reported to **us** not later than 30 days from the end of the **period of insurance**;

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

- d. arising from **your** ownership, occupation, possession or use of any land or building that is not within the grounds of **your home** shown in the **schedule**.
- e. arising from any business, profession or occupation or any activity being carried out in **your home** or its grounds from which **you** derive a revenue.
- f. if **you** are entitled to compensation under any other insurance, until such insurance(s) is exhausted.
- g. for any loss, damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- h. any fine, penalty or damages which are intended to punish **you** or make an example of **you**.

We will not make any payment for any claim brought outside of the United Kingdom, the Channel Islands or the Isle of Man.

How much we will pay

Unless otherwise stated in the **schedule** the most **we** will pay in total for all claims during the **period of insurance** is £2,000,000 plus the costs and expenses incurred by **you** with **our** written consent.