



# P R O P E R T Y C A R E

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insurance for unoccupied homes



# Helpline Services

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Help and advice – 24 hours a day

To obtain:

## Domestic help

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**We** will arrange help or repairs needed if an **insured person** has a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

Domestic help - for this helpline service, **you** will be responsible for paying the costs for the help.

## Eurolaw legal advice service

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**We** provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

**Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

## Tax advice service

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**We** offer confidential advice over the phone on personal tax matters in the UK.

**Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

The meaning of words in this section

1. **We, us, our** - DAS Legal Expenses Insurance Company Limited.
2. **You, your** – the person who has taken out this section.
3. **Insured person – you**, and any member of **your** family who always lives with **you**. Anyone using this section must have **your** agreement to do so.
4. **Period of insurance** – the period for which **we** have agreed to cover an **insured person**.

**We** provide these services 24 hours a day, seven days a week during the period of insurance. All helplines apply to the United Kingdom of Great Britain and Northern Ireland, unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls.

**We** will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

**Simply telephone 0117 927 1987 and quote HL/3634060**

Please do not phone DAS to report a general insurance claim.

# Propertycare Home Insurance for Unoccupied Homes

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## IMPORTANT INFORMATION

The following conditions apply to this insurance, and if **You** do not fulfil these conditions **You** will prejudice **Your** position and any claim made will be void and not paid.

PLEASE READ THE CONDITION BELOW AND ENSURE THAT YOU FULLY UNDERSTAND WHAT IS REQUIRED

### Unoccupancy Conditions

- a) The **Home** must be inspected internally and externally by **You** or **Your** representatives at least once every two weeks and any problems found rectified to ensure the **Buildings** are kept in a good state of repair. A written record of these inspections must be kept and made available in the event of a claim. If this condition is not met **Your** claim will be void.
- b) It is a further condition that during the period 1st November to 31st March (inclusive) **You** must ensure that:
  - 1) the water supply is turned off at the mains and the entire water system fully drained  
OR
  - 2) there is a fully working central heating system which is set to operate continuously for 24 hours each day at a temperature of not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch must be left open.

If condition b) is not met any claims relating to the following **Causes** or Extra benefits will be void and not paid:

- Escape of water or oil from any fixed water or heating installation or domestic appliance
- Water and heating installations
- Tracing and accessing leaks

**We** reserve the right to request sight of utility bills for verification.

Should the **Home** become occupied during the **Period of Insurance** **We** will not be able to continue cover under this type of insurance but will look to transfer **Your Cover** to a more suitable scheme, and this insurance will be cancelled and any refund premium due to **You** will be calculated on a pro rata basis less the original **Advent** administration fee as stated on **Your Schedule**.

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**PLEASE READ YOUR SCHEDULE CAREFULLY IN CONJUNCTION WITH THIS DOCUMENT TO ENSURE THE COVER MEETS YOUR REQUIREMENTS AND THAT IT IS FULLY UNDERSTOOD. IF IN ANY DOUBT, PLEASE CONTACT YOUR BROKER.**

**You are entitled to cancel this insurance by contacting Your Broker within 14 days of receiving these documents. Provided You have not made a claim We will refund the premium.**

## Who is Advent Insurance Services Limited?

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Incorporated in 1998, **Advent** is an independent Underwriting Agency, authorised and regulated by the Financial Conduct Authority, Register No: 311694. The written authority (which number is shown in the **Schedule**) allows **Advent** to sign and issue this Certificate on behalf of underwriters.

## Who are the underwriters?

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

### **Ageas Insurance Limited**

Ageas Insurance Limited (Registered number: 354568) is registered at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

### **Royal & Sun Alliance Insurance plc**

Royal & Sun Alliance Insurance plc (Registered number: 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

Details of each insurer's proportionate liability will be provided upon request.

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

## Notice to the Insured

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Under the Laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law that applies to the part of the United Kingdom in which **You** are based, or if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of these two places in which **You** are based.

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

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

If **You** have any questions or concerns about **Your** insurance or the handling of a claim, **You** should contact **Advent** or **Your** Broker.

**Advent's** contact details are:

Advent Insurance Services Limited,  
PO Box 16,  
Cheltenham,  
GL52 8WU

Tel. 01242 662749

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If **You** are not satisfied and wish to make a complaint, then **You** may contact the insurer's complaints team at:

Policy related complaints	Claims related complaints
Pen Underwriting Ltd 3 Atlantic Quay 20 York Street Glasgow G2 8JH  Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com	Customer Care Line Ryan Direct Group Quay Point Lakeside Boulevard Doncaster DN4 5PL  Tel: 0344 854 2072 Email: customer.relations@ryandirectgroup.co.uk

If **You** remain dissatisfied, **You** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)

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

**You** have six months from the date of **Our** final response to refer a complaint to the Financial Ombudsman Service.

**Your** right to take legal action against **Us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

In all communications the policy/certificate number appearing in the **Schedule** should be quoted.

Financial Services Compensation Scheme:

**You** may be entitled to compensation from the Scheme if **We** cannot meet **Our** obligations to **You** under this contract. Information about the Compensation Scheme arrangements is available from the Financial Services Compensation Scheme, [www.fscs.org.uk](http://www.fscs.org.uk)

**Your** insurance **Cover** is a combination of

- the **Cover** wording in this insurance document
- the **Schedule** which will have been sent to **You** with this insurance document

The **Schedule** indicates

- the **Sum Insured**
- any special terms conditions or **Endorsements** which may apply to **Your Cover**
- a security warranty where appropriate
- **Advent's** address, fax and telephone numbers

## How to read Your insurance documents

The following applies to all Sections:

This is **Your** Propertyshield insurance document. It explains what is or is not covered. **We** have designed this insurance document to help **You** understand the **Cover** provided.

### “What is covered”

This text is printed in black and gives detailed information on the **Cover** provided

Pages 12 to 14 of this document will tell **You** how a claim would be dealt with and how it would be settled.

The **General exclusions** listed on pages 14 to 16, and printed in blue are exclusions which apply to all claims.

The General conditions, which appear on pages 16 to 17 must be complied with for cover under the insurance to be operative.

### “What is not covered”

This text is printed in blue, opposite **Cover** details to draw **Your** attention to what is not covered.

## Our contract with You

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In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You** subject to the terms and conditions contained in or **Endorsed** in this insurance against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**.

When drawing up this insurance **We** have relied on the information and statements which **You** have provided in the proposal form (or declaration) on the date shown in the **Schedule**.

The insurance relates only to those **Sections** of this insurance document which are shown in the **Schedule** as being included.

The insurance is for a period of 12 months. In addition to the premium there will be a charge for Insurance Premium Tax at the current rate plus an Administration Fee charged by **Advent**, as stated on **Your Schedule**.

## Information and changes We need to know about

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**You** must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** insurance. Please tell **Your Broker** of any changes to the information **You** have given **Us** regarding **Your** insurance. (Contact **Your Broker** if **You** require a copy of **Your Proposal Form** and **Schedule**).

**You** must also tell **Your Broker** immediately:

- if the **Home** is no longer **Unoccupied**. Should the **Home** become occupied during the **Period of Insurance** **We** will not be able to continue cover under this type of insurance but will look to transfer **Your Cover** to a more suitable scheme, and this insurance will be cancelled and any refund premium due to **You** will be calculated on a pro rata basis less the original **Advent** administration fee as stated on **Your Schedule**.
- if any windows or doors are boarded up (unless as a temporary measure to secure the **Home** following damage, until they are repaired)
- if the **Home** is to be demolished or becomes subject to a compulsory purchase order
- of any conversions, extensions or any other structural work to the **Buildings** before work begins
- of any person insured by this insurance being declared bankrupt, charged with/convicted of arson or any criminal offence (other than motoring offences)
- of any change to the people insured, or to be insured,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **Your Schedule**

If **You** are in any doubt, please contact **Your Broker**.

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



## Important Notice:

Please note that if the information provided by **You** is not complete and accurate, **We** may:-

- cancel **Your** insurance and/or refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **Excess**, or
- revise the extent of cover or terms of this insurance.

## Contracts (Rights of Third Parties)

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A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Inflation protection

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The **Sum Insured** will be adjusted monthly in line with the appropriate Retail Prices Index. Where there has been an inflationary increase in the Retail Price Index **We** will increase the **Sum Insured**. No additional premium will be charged for these adjustments between the anniversary dates of **Your** insurance, but **Your** renewal premium will be calculated on the revised **Sum Insured**.

The **Sum Insured** should be reviewed periodically by **You** because changes in the Retail Price Index may not be sufficient (for example where **You** are extending **Your Buildings**).

## Data Protection Act 1998

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### How We use Your information

Please read the following carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this insurance.

### Who we are

This insurance is underwritten by a consortium of two leading UK insurers, being Ageas Insurance Limited and Royal & Sun Alliance Insurance plc.

**You** are giving **Your** information to Ageas Insurance Limited and Royal & Sun Alliance Insurance plc and their associated group companies (the Group). In this information statement, '**We**' '**Us**' and '**Our**' refers to the Group unless otherwise stated.

### How Your information will be used and who We share it with

**Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties.

If **You** contact **Us** electronically, **We** may collect **Your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

**We** may use and share **Your** information with other members of the Group to help **Us** and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop **Our** services, systems and relationships with **You**
- Understand **Our** customers' requirements
- Develop and test products and services

**We** do not disclose **Your** information to anyone outside the Group except:

- Where **We** have **Your** permission; or
- Where **We** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **Us**, **Our** partners or **You**; or
- **We** may transfer rights and obligations under this agreement

**We** may transfer **Your** information to other countries on the basis that anyone **We** pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use Your information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to You. If **You** do not object, **You** will consent to that change.

**We** will not keep **Your** information for longer than necessary.

### **Sensitive Information**

Some of the information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to carry out the services described in **Your** policy documents. Please ensure that **You** only provide **us** with sensitive information about other people with their agreement.

### **Fraud Prevention Agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **You** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **Your** policy, **You** must tell **Us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **You** tell **Us** about an incident, **We** will pass information relating to it to the registers.

### **How to contact Us**

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If **You** have any questions, or **You** would like to find out more about this notice **You** can contact **Us** by writing to:

<b>Data Protection Officer</b>	<b>Data Protection Liaison Officer</b>
Ageas Insurance Limited Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA	Customer Relations Office RSA, Bowling Mill, Dean Clough Industrial Estate Halifax HX3 5WA

## Cancellation of Your insurance

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- a) **You** are entitled to cancel this insurance by contacting **Your Broker** within 14 days of either:
- the date **You** receive **Your** insurance documentation; or
  - the start of the **Period of Insurance**
- whichever is the later. Provided **You** have not made any claims, **We** will refund the premium.
- b) **You** can also cancel this insurance at any time by contacting **Your Broker**. Any return premium due to **You** will depend on how long this insurance has been in force and will be less **Advent's** Administration Fee stated on **Your Schedule**.
- c) **We** can cancel this insurance by giving **You** 14 days notice in writing by Post Office Recorded Delivery to **Your** last known address. Any return premium due to **You** will depend on how long this insurance has been in force and will be less **Advent's** Administration Fee stated on **Your Schedule**. **We** will only cancel this insurance or any part of it for a valid reason, such as:
- non payment of premium
  - there is a change in risk occurring which **We** are unable to insure
  - non-cooperation or failure to supply any information or documentation **We** request
  - **We** establish that **You** have provided us with incorrect information
  - failure to take reasonable care of the property insured
  - **You** breach any terms and conditions of **Your** insurance

Where possible, **We** will try to seek an opportunity to resolve the matter with **You**.

**Please note that upon cancellation of this insurance Your Broker may impose a charge. Please contact Your Broker for further information.**

## The meaning of key words

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So as to avoid repeating explanations **We** use key words such as **Home** and **Garden** as well as frequently referring to **We** and **You** in order to explain the **Cover**. The following key words or phrases listed below in alphabetical order have the same meaning whenever they appear and will always be shown **bold** and with an initial capital letter so as to remind **You** of their importance.

**Accidental Damage** – damage caused by violent external means

**Advent** – Advent Insurance Services Ltd

**Bodily Injury** – bodily injury includes death or disease

**Buildings** – the main structure of the **Home** together with its domestic outbuildings private garages walls gates hedges fences railings paths steps drives patios terraces permanently installed swimming pools tennis courts cesspits septic tanks domestic central heating or oil/gas tanks and **Landlord's Fixtures and Fittings** all of which are situated within the boundaries of the land belonging to the **Home**. The main structure must be of **Standard Construction** unless agreed otherwise and noted on **Your Schedule** but the outbuildings need not. The **Home** must be an **Unoccupied** domestic dwelling unless stated otherwise on **Your Schedule**.

**Cause** – a cause of loss or damage listed at the beginning of **Section 1**

**Cover/Cover Sections/Sections** – refers to those sections of this document which appear on the **Schedule** and which are operative in **Your** case

**Domestic Employees** – domestic staff, cleaner, gardener, caretaker, or any occasional employee undertaking repairs or decoration in connection with the **Buildings** covered by this insurance, and employed by **You**

**Endorsement** – a change to the terms and conditions of this insurance which appears on **Your Schedule**

**Excess** – the amount which **You** pay for any one incident under each **Section** of **Your** insurance and which is deducted from **Your** claim settlement. This amount may be stated on **Your Schedule** or in this insurance document

**Flood** – any case where land not normally covered by water becomes covered by water. It does not matter whether a **Flood** is caused by –

- heavy rainfall,
- a river or any other body of water overflowing or its banks being breached,
- a dam overflowing or being breached,
- tidal waters,
- groundwater,
- backing up of drains, including any part of a sewerage system,
- a change in the water table, or
- any combination of these factors,

but does not include an incident caused by a burst water main **Garden** – open ground within the boundaries of the land belonging to the **Home**

**Heave** – upward or sideways movement of the ground beneath the **Buildings** as a result of the soil expanding

**Home** – the **Unoccupied** domestic dwelling named in the **Schedule**

**Landslip** – downward movement of sloping ground

**Landlord's Fixtures and Fittings** – built in furniture and domestic appliances and fixed wall floor and ceiling coverings (other than carpets)

**Period of Insurance** – the period starting and ending on those dates shown in **Your Schedule**

**Proposal Form** – the form signed by **You** containing material information relevant to **Your Cover**

**Schedule** – the document which details **Cover Sections** operative **Your Sums Insured** and specific details of **Cover** which apply to **You**

**Settlement** – downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction

**Standard Construction** – built of brick stone or concrete and roofed with slates tiles or concrete

**Subsidence** – downward movement of the ground beneath the **Buildings** other than by **Settlement**

**Sums Insured** – the amount of **Cover** stated in **Your Schedule** for the **Cover Section** concerned

**Unoccupied** – not lived in by anyone

**We/Us/Our** – the insurers stated in **Your Schedule**

**You/Your/the Insured** – the person or persons named in the **Schedule**

**Your Broker** – the insurance broker who placed this business on **Your** behalf

## Section 1 – Cover for Buildings

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The reinstatement value of the **Buildings** must not exceed the **Buildings Sum Insured** shown on **Your Schedule**. We will not pay more in total than the **Sum Insured** shown on **Your Schedule** for any one claim (less the **Excess**).

### Buildings

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#### What is covered

**Your Buildings** are insured against damage by the following **Causes**:

Fire explosion lightning earthquake smoke

Storm or **Flood**

Riot civil commotion strike labour and political disturbances malicious persons or vandals

Escape of water or oil from any fixed water or heating installation or domestic appliance

Theft or attempted theft

Impact involving a vehicle train or animal

Impact involving an aircraft or aerial device or anything falling from them

Falling aerials satellite dishes their fittings or masts

Falling trees or branches

#### What is not covered

The **Excess** stated on **Your Schedule**

Loss or damage caused by smog, agricultural or industrial operations or any gradual process

Loss or damage caused

- by frost
- to fences gates hedges railings or tennis courts
- by wet or dry rot
- only by a change in the water table
- by **Subsidence** or **Heave** of the site beneath the **Buildings** or **Landslip** other than as covered under the **Subsidence Cause** on page 11

Loss or damage

- unless there has been forcible and violent entry to or exit from the **Home** or outbuildings
- caused by persons lawfully on, in or about the **Home**

Damage

- caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **Home**
- caused by wet or dry rot
- to the component or appliance from which the water or oil escapes
- caused by faulty or defective workmanship materials or design

Loss or damage

- unless there has been forcible and violent entry to or exit from the **Home** or outbuildings
- caused by persons lawfully on, in or about the **Home**

Damage caused by domestic animals or pets, or insects or vermin

Damage to the aerial satellite dish fittings or mast

- The cost of removal of the tree or branch unless the main structure of the **Home** outbuilding or garage has been damaged at the same time
- Damage to fences gates hedges railings or tennis courts
- Loss or damage by trees being cut down or back

## What is covered

**Subsidence** or **Heave** of the site beneath the **Buildings** or **Landslip**

## What is not covered

- a) Damage
  - 1) to walls gates hedges fences railings paths drives patios terraces swimming pools tennis courts cesspits septic tanks domestic central heating or oil/gas tanks unless the main structure of the **Home** outbuilding or garage is damaged at the same time
  - 2) caused by coastal or river erosion
  - 3) caused by bedding down of new structures or **Settlement** of newly made up ground
  - 4) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **Buildings**
- b) Any claim for which compensation is provided by another source
- c) Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the load bearing walls supporting the main structure of the **Home** are damaged at the same time
- d) Damage resulting from
  - 1) demolition or structural repairs or alterations to the **Buildings**
  - 2) faulty workmanship defective design or the use of defective materials in the **Buildings**
- e) The first £1,000 of each claim unless stated otherwise on **Your Schedule**

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## Extra benefits included with Buildings Cover

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### What is covered

#### **Underground pipes and cables**

**Accidental Damage** to underground services supplying the **Home**

#### **Removal of debris and building fees**

If there has been damage which is covered under this **Section We** will pay for

- 1) architects' surveyors' consulting engineers' legal and other fees which **You** have to pay to reinstate the **Home**
- 2) the cost of removal of debris

#### **Repair of sewer**

**We** will pay the cost incurred in breaking into and repairing the pipe between the main sewer and **Your Home** following a blockage of the pipe which cannot be cleared by other methods

#### **Local authority requirements**

If there has been damage which is covered under this **Section We** will pay the extra cost of reinstatement or repair of the damaged part of the **Buildings** incurred solely to comply with any government or local authority requirement

#### **Water and heating installations**

Damage to any fixed domestic water or heating installation caused by freezing

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### What is not covered

Damage

- a) which **You** are not legally responsible to repair
- b) caused whilst clearing or attempting to clear a blockage

Any expenses for preparing a claim or an estimate of loss or damage

- a) Any payment in excess of £1,000 for any one claim
- b) Wear and tear or any gradually operating cause

Any payment where the requirement had been advised to **You** before the damage occurred

Damage resulting from rusting corrosion or general wear and tear

## What is covered

### Tracing and accessing leaks

We will pay the reasonable cost of removing and then repairing replacing or reinstating any part of the **Home** when this is necessary to find the source of a water leak from any fixed water appliance pipe or tank that is causing damage to the **Home**

### Liability as owner of the Home

We will pay any amount which **You** become legally liable to pay including costs and expenses incurred with **Our** consent in defence of a claim as damages for

1) **Bodily Injury** by accident  
2) damage to property happening during the **Period of Insurance** and arising from ownership of the **Buildings**

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die **Your** legal personal representatives will have the cover under this benefit for liability incurred by **You** for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

## What is not covered

Any amount in excess of £5,000 for any one claim

- a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event
- b) Liability in respect of
  - 1) **Bodily Injury** to any member of **Your** family or any person who at the time of sustaining such injury is in **Your** service
  - 2) damage to property in **Your** care or in the care of any member of **Your** family or any person employed by **You**
  - 3) any trade profession occupation business or employment other than the business of letting the **Home**
  - 4) any contract which **You** or **Your Domestic Employees** have entered into unless legal liability would have attached anyway
  - 5) the ownership possession or operation of
    - (i) any vehicles or craft
    - (ii) or use of any land or building not forming part of the **Home** and **Garden**
    - (iii) any animal
  - 6) **You** or **Your Domestic Employees** passing on any communicable disease
  - 7) any deliberate or malicious act by **You** or **Your Domestic Employees**
  - 8) the Party Wall etc. Act 1996

### Liability to Domestic Employees

Any amount **You** become legally liable to pay as damages for **Bodily Injury** including death to any person under a contract of employment with **You** solely for private domestic duties arising out of and in the course of such person's employment by **You** and from the work they are employed to do in the premises stated in **Your Schedule**.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die **Your** legal personal representatives will have cover under this benefit for liability incurred by **You** for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

- a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event
- b) **Bodily Injury** arising from
  - 1) the use of any motorised vehicle
  - 2) any communicable disease
  - 3) the **Domestic Employee** being carried in or upon any motor vehicle
  - 4) trees being cut down or back
  - 5) window cleaning painting or similar operations carried out from cradles and/or hoists
  - 6) demolition erection or structural alteration of or addition to new or existing parts of the **Buildings**
  - 7) the provision erection dismantling of or work from scaffolding
  - 8) a dog type specified under Section 1 of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Island) Order 1991

## How to make a claim

**You** must refer all correspondence and telephone enquiries initially to **Advent** or **Your Broker**.

Following an incident **You** can make a claim in the following ways:

- by contacting **Your Broker** who can give **You** additional help, advice and a claim form.
- by phoning **Advent** Claims on 01242 674674.
- by writing to **Advent** at: Claims, Advent Insurance Services Limited, PO Box 16, Cheltenham GL52 8WU.
- by email to: [claims@adventinsurance.co.uk](mailto:claims@adventinsurance.co.uk)

## Claims conditions and procedures

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**You** should:

1. check **Your** insurance document to see whether the **Cause** of the loss or damage is covered. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.
2. obtain estimates as soon as possible for repairing damaged property. Temporary repairs necessary to make **Your Home** weatherproof or secure can commence immediately but bills must be retained as the cost may form part of **Your** claim. **We** must be given an opportunity to arrange inspection of the damage before permanent repairs commence.

**Your** duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **Your Broker** or **Advent** as soon as reasonably possible giving full details of what has happened. **Your Broker** or **Advent** will issue a claim form for completion by **You**.
2. **You** must provide **Your Broker** or **Advent** with written details of what has happened within 30 days and provide any other information **We** may reasonably require including proof of ownership and value.
3. **You** must immediately (within 5 days) forward to **Your Broker** or **Advent**, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
4. **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, or attempted theft.
5. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
6. **You** must not abandon any property to **Us** or **Advent**.

If **You** fail to comply with any of the above conditions and procedures this insurance may become invalid.

## How We deal with Your claim

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### 1. Defence of claims – **We** may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

### 2. Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

### 3. **We** will

- deal with **Your** claim as quickly as possible, taking into account the nature of the claim and whether **We** have all information **We** may reasonably require
- in some cases arrange for an independent Chartered Loss Adjuster to discuss **Your** claim with **You**. When this is necessary, **We** will advise **You** of the name and address of the Loss Adjuster and monitor the progress of the claim for **You**.
- let **You** know if **We** need any more information where Loss Adjusters are not required.

Please do not worry if **We** arrange for a Loss Adjuster or member of staff to visit **You**. It is a normal claims procedure. **We** regret any delay which consideration of more complicated claims may cause.



# How do We settle claims

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## Section 1 – Buildings

We will repair, reinstate or replace the lost or damaged property or at **Our** option pay in cash the amount of the loss or damage. If repair or reinstatement is not carried out, **We** will pay the reduction in value resulting from the damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay. There will be no deduction from the cost of repairing or reinstating damage which is the subject of a valid claim providing **You** have maintained the **Buildings** in a good state of repair. **We** will deduct an amount for wear and tear if the **Buildings** are in a poor state of repair or decoration.

**We** will not pay more in total than the **Sum Insured** or limit stated on **Your Schedule**, whichever is the lower amount after deduction of the **Excess**. If **You** are underinsured, which means the total cost of rebuilding the **Buildings** at the time of loss or damage is more than **Your Sum Insured** for the **Buildings**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of rebuilding the **Buildings**, **We** will only pay one half of the cost of repair or replacement.

**We** will automatically reinstate the **Sum Insured** from the date of payment of any claim providing the underwriter's recommendations to prevent further loss or damage are carried out.

**We** shall not be liable for more than **Our** rateable proportion of any loss or damage or liability where there is other insurance providing the same cover.

## Is there a limit to the number of claims that can be made?

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There is no limit to the number of claims **You** can make but the amount **We** will pay may be limited (even after deduction of the **Excess**).

Limits which apply will be either:

1. a limit on the amount payable for each claim (but further claims would be paid up to the same limit) or
2. a limit on the total payable in any **Period of Insurance** (which means that no further cover would apply until renewal once the limit was exhausted by one or more claims)

All limits would be reinstated unless **We** advised **You** to the contrary. All limits are stated in this insurance document or **Your Schedule**.

## What is not covered

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### 1. Excess

**We** will not pay the **Excess** stated in **Your Schedule** for any claim.

### 2. Incidents prior to inception

Any accident, injury, loss or damage occurring before the **Cover** under this insurance started.

### 3. Malicious loss, injury or damage

Any injury, loss or damage caused deliberately, maliciously or wilfully by **You** or any person lawfully on the premises or **Your Domestic Employees**.

### 4. Reduction in value

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

### 5. Loss or damage by deception

Any loss or damage caused by deception.

## 6. Business use

Any property owned or held in trust in connection with any business profession or trade unless stated otherwise on **Your Schedule**.

## 7. Confiscation

Any loss or damage caused by confiscation detention or seizure by

- a) customs police or other officials
- b) order of any court of law
- c) any statutory or regulatory authority.

## 8. Pollution and contamination

Loss, damage or liability from any kind of pollution and/or contamination other than

- a) caused by a sudden identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of Insurance** at the **Home** and
- b) reported to **Us** not later than 30 days from the end of the **Period of Insurance** in which case all pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

## 9. Indirect loss or damage

**We** will not pay for any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this insurance.

## 10. Radioactive contamination and nuclear assemblies

**We** will not pay for

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - ionising radiation 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.

## 11. War

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 12. Biological and chemical contamination

**We** will not pay for

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
  - b) any legal liability of whatsoever nature;
  - c) death or injury to any person;
- directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
- terrorism; and/or
  - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted threatened, suspected or perceived terrorism

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
  - putting the public or any section of the public in fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### 13. Electronic data

We will not pay for

a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date

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

### 14. Sonic bangs

We will not pay for any loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 15. Communicable disease

We will not pay for any liability arising directly or indirectly from the transmission, by **You** or any person living in the **Home**, of

a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, or

b) any communicable disease

### 16. Contractors activities

This insurance does not cover loss, damage or liability arising out of the activities of contractors at the **Home**.

### 17. Unfixed building materials

We will not pay for any loss or damage to any materials which are not yet installed at the **Home**.

### 18. Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

### 19. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

### 20. Wear and tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

## General conditions

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1. **Your duties** - IF **YOU** FAIL TO COMPLY WITH ANY OF THESE DUTIES THIS INSURANCE MAY BE INVALID.

a) **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair

b) **You** must keep the **Sum Insured** at a level which represents the full value of the property which means the full rebuilding cost including removal of debris and professional fees.

c) **You** must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** insurance. Please tell **Your Broker** of any changes to the information **You** have given **Us** regarding **Your** insurance. (Contact **Your Broker** if **You** require a copy of **Your Proposal Form** and **Schedule**).

**You** must also tell **Your Broker** immediately:

- if the **Home** is no longer **Unoccupied**. Should the **Home** become occupied during the **Period of Insurance** **We** will not be able to continue cover under this type of insurance but will look to transfer **Your Cover** to a more suitable scheme, and this insurance will be cancelled and any refund premium due to **You** will be calculated on a pro rata basis less the original **Advent** administration fee as stated on **Your Schedule**.

- if any windows or doors are boarded up (unless as a temporary measure to secure the **Home** following damage, until they are repaired)
- if the **Home** is to be demolished or becomes subject to a compulsory purchase order
- of any conversions, extensions or any other structural work to the **Buildings** before work begins
- of any person insured by this insurance being declared bankrupt, charged with/convicted of arson or any criminal offence (other than motoring offences)
- of any change to the people insured, or to be insured,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **Your Schedule**

## 2. Unoccupancy conditions

- a) The **Home** must be inspected internally and externally by **You** or **Your** representatives at least once every two weeks and any problems found rectified to ensure the **Buildings** are kept in a good state of repair. A written record of these inspections must be kept and made available in the event of a claim. If this condition is not met **Your** claim will be void.
- b) It is a further condition that during the period 1st November to 31st March (inclusive) **You** must ensure that:
- 1) the water supply is turned off at the mains and the entire water system fully drained  
OR
  - 2) there is a fully working central heating system which is set to operate continuously for 24 hours each day at a temperature of not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch must be left open.

If condition b) is not met any claims relating to the following **Causes** or Extra benefits will be void and not paid:

- Escape of water or oil from any fixed water or heating installation or domestic appliance
- Water and heating installations
- Tracing and accessing leaks

**We** reserve the right to request sight of utility bills for verification.

## 3. Government financial sanctions

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

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