



RESIDENTIAL LET PROPERTY INSURANCE POLICY

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT IN A SAFE PLACE

Do not wait until **You** have a claim before **You** read and understand this Policy – please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the **Schedule** are correct (let **Your** Insurance Broker know immediately if any changes are necessary).
- **You** have read the conditions relating to those Sections covered including the General Conditions and Exclusions.
- **You** understand the notes on how to make a claim as stated in General Conditions & **Your** duties in respect of Ministry of Justice Portal Claims as outlined in the **Schedule**
- **You** understand the notes and how to make a complaint as stated in the Complaints Section of the **Schedule**

If **You** have any queries about the Policy do not understand any part of it or feel that it does not meet **Your** requirements please consult **Your** Insurance Broker.

Important

This policy has been prepared in accordance with Your instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with Your requirements and that You understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

You should immediately notify the Insurer via your insurance broker or other intermediary of any changes which may affect the insurance provided by this policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate schedules and/or endorsements which You should file with the Policy. You should refer to these schedules and/or endorsements and the Policy to ascertain precise details of cover currently in force.

In the event of a claim or any circumstances that is likely to result in a claim **You** must immediately notify the nominated claims handlers as specified in **Your Schedule**.

It is understood by **You** that any information provided to the Insurers regarding the Insured will be processed by the Insurers in compliance with the provisions of the Data Protection Act 1998.

We will use **Your** information to manage **Your** insurance Policy including underwriting and claims handling. This may include disclosing it to other **Insurers** third party suppliers loss adjusters and reinsurers (the Group) or Governmental bodies. **Your** information includes data about **Your** transactions. **We** may use and share **Your** information with other members of the Group or Governmental bodies to help **Us** and them:-

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop services and systems

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

- When **We** have **Your** permission or
- Where **We** are required or permitted to do so by Law or
- To other companies who provide a service to **Us** or **You** or
- Where **We** may transfer rights and obligations under this agreement.

Sensitive Information

Some of the personal information **We** ask **You** may be sensitive personal data defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). **We** will not use sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and provide the services described in **You** Policy Documents.

Credit Reference Agencies

Your information may be linked to and **Your** application assessed using reference agency records to anyone with whom **You** have a joint account or similar financial association.

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 when for example:-

- Checking applications for and managing credit and other facilities and recovering debt
- Checking insurance proposals and claims
- Checking details of job applicants and Employees

We and other organisation that may access and use information recorded by fraud prevention agencies may do so from other counties.

The **Insured** carrying on the **Business** described herein and having paid or agreed to pay the premium as consideration for such insurance during the period stated in the **Schedule** or any subsequent period stated in the **Schedule** for which the **Insurers** shall have accepted the premium required for this Policy.

The **Insurers** and the **Insured** agree that:

this Policy the **Schedule** (including any **Schedule** issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

the liability of the **Insurers** shall in no case exceed the limits or sum insured or Amount of Benefit set out in the **Schedule** or contained in each Section or part thereof

the **Insurers** will provide the insurance described in this Policy subject to the terms and conditions specified herein.

Law applicable to the contract

The contract will be subject to English Law. Where a Policy Holder is resident in the Channel Islands or the Isle of Man then it may be agreed that the relevant law to be applicable relates to the **Insured's** address as shown in the **Schedule**. If there is any dispute as to which law applies it will be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

Several Liability

The subscribing **Insurers** obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations. The proportion of liability under this contract underwritten by a company (or in this case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) **is** a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member proportion. A member is not jointly liable for any other members proportion. Nor is any member other responsible for any liability of any other **Insurer** that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

This is to certify that in accordance with the authorisation granted under the contract to the undersigned by certain **Insurers** as specified in the **Schedule** and in consideration of the payment of the premium specified herein, the said **Insurers** are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Signed for and on behalf of the **Insurers** named in the **Schedule**



Gresham Underwriting Limited

Gresham Underwriting Limited is authorised and regulated by the Financial Conduct Authority.
Registered office 107 Leadenhall Street, London EC3A 4AF.

Wherever the following words appear in this **Policy** they will have the meanings shown below.

Bodily injury

includes death, injury, illness or disease.

Buildings

- the **Home** and its decorations and fixtures and fittings attached to the **Home** which **You** own or for which **You** are legally responsible within the **Premises** named in the **Schedule**.
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks which **You** own or for which **You** are legally responsible within the **Premises** named in the **Schedule**.

Business

that of a **Buildings** owner where a minimum of 30% of each and every **Premises** covered by this policy is self-contained private residential accommodation, and where the **Premises** is wholly or partially let to others. Where the **Premises** are a minimum of 2 self contained flats or is a block of flats (and in both cases all are being insured under this policy) then the flats do not have to be let to others.

Contents

- household goods rented to **Occupants** within the **Home**, which are **Your** property or for which **You** are legally responsible.
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- **Your** property kept in outbuildings within the **Premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**)

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories, electric or motorised
- wheelchairs
- any living creature, pets and livestock, plants, trees or any growing matter
- any part of the **Buildings** or any property held or used for **Business** purposes
- any property insured under any other insurance
- valuables, documents, jewellery, personal effects, pedal cycles or contact or corneal lenses
- computers, musical instruments, sports equipment
- furs, gold and silver articles including plated articles
- money, bonds, bills of exchange, promissory notes and securities for money or credit Cards
- swimming pool covers

Costs and Expenses

- a) claimants costs and expenses
- b) all legal costs and expenses incurred with **Insurers** written consent in defence of any claims which may be the Subject of indemnity under this Section including
 - i) representation at any Coroners Inquest or Fatal Accident Inquiry
 - ii) proceedings in any Court of Summary Jurisdiction or on indictment in any higher court arising out of breach or alleged breach of statutory duty
- c) costs and expenses (other than any fine or penalty or prosecution costs) incurred with **Insurers** written consent in respect of the defence of
 - i) the **Insured**
 - ii) at the **Insureds** request any director or partner or **Employee** of the **Insured** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:
 - (i) the Health and Safety at Work etc. Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **Business**

Damages

All sums which the **Insured** shall be legally liable to pay as damages whether by judgement award or settlement provided that

- a) any settlement is first consented to in writing by the **Insurers**,
- b) damages expressly excludes payment of punitive exemplary or aggravated damages.

Employee

Any person whilst working for the **Insured** in connection with the **Business** including any:

1. person under contract of service or apprenticeship with the **Insured**
2. person seconded to acquire work experience, work experience under a scheme or similar scheme
3. person hired to or engaged directly or indirectly by the **Insured**.

Endorsement

a change in the terms and conditions of this insurance.

Home

the private dwelling of **Standard construction** and the garages and outbuildings used for domestic purposes at the **Premises** shown in the **Schedule**.

Occupant

a person or persons authorised by **You** to stay in the **Home** overnight.

Offshore

means as from the time when the **Insured** or **Employees** or any other person or persons for whom the **Insured** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

Period of insurance

the length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Premises

the address which is named in the **Schedule**.

Sanitary ware

washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

the **Schedule** is part of this insurance and contains details of **You**, the **Premises**, the sums insured, the **Period of insurance** and the sections of this insurance which apply.

Standard Construction

built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

Unoccupied

the **Home** is **Unoccupied** when it has not been lived in for more than 30 consecutive days

We / Us / Our / Insurers

Insurers as shown in the policy **Schedule**.

You / Your / Insured

the person or persons named in the **Schedule**.

Your broker

the insurance broker or intermediary who placed this insurance on **Your** behalf.

1 Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **You** request **You** must:
- i) disclose to **Us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **You** do not comply with clause (a) of this condition **We** may:
- i) avoid this policy which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by the **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You**; and
 - ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
- c) If **You** do not comply with clause (a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:
- i) If **We** would not have provided **You** with any cover then **We** will have the option to:
 - 1) avoid the policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
 - ii) If **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
 - iii) If **We** would have charged a higher premium had the material fact been disclosed or not been misrepresented, **We** may reduce proportionately the amount to be paid on any claim. For the purpose of this clause “reduce proportionately” means the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation.
e.g. If the additional premium required due to the non-disclosure or misrepresentation is 20% of the original premium then **We** can reduce the value of the claim by 20%.
If **We** would have underwritten this **POLICY** or agreed to the variation on different terms (other than in relation to the premium charged), **We** shall be entitled to impose all such terms by giving **You** written notice of all such additional terms. Any additional term notified shall take effect as if imposed from the inception of this **POLICY** or the date of the variation.
- d) Where this policy provides cover for any person other than **You** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **We** will not invoke the remedies which might otherwise have been available to **Us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **You**.

Provided always that if the person concerned or **You** acting on their behalf makes a careless misrepresentation of fact **We** may invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

2 Compliance with conditions

These conditions apply to all sections of the Policy and to all extensions. **You** and all members of **Your** Family permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this Policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

3 Your personal representatives

If **You** die, **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the Policy, provided they fulfil the terms of the Policy.

4 Your duties

- 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 tell **Your broker** immediately if the **Home** is left without a full time **Occupant** for more than 7 consecutive days or if a tenant with a current tenancy agreement leaves the property **Unoccupied** for the purposes of a vacation or **Business** for more than 30 consecutive days. When **We** receive this notice **We** have the option to change the conditions of this insurance.
- c) **You** must notify the **Us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the **You** to the **Us** or stated as material facts by **Us** to the **You** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **We** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the **Us** then the **We** are under no obligation to agree to make them and may no longer be able to provide the **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses (C) i), ii) and iii) of General Condition 1 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts

5 Arbitration

Where **We** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **Us** until the arbitrator has reached a decision.

6 Insurer's rights after claim

We or **Our** representatives will be entitled to enter any building where loss of damage has occurred and deal with any salvage, but no property may be abandoned to **Us**.

We will also be entitled to amend or vary the cover provided, future excesses to be applied or require improvements to the **Premises** or risk which must be complied with within a timescale specified.

7 Payment of Premium

Where payment of premium is not made any cover provided by this Policy will be inoperative from the date such premium was due. In the event of a claim occurring and there being any premiums outstanding, then **We** may, at **Our** discretion, demand that that this be paid immediately to **Us** or deducted from any claim payment made.

8 Payment of Claims

The maximum limit placed on any benefit or indemnity of any kind payable under this Policy shall not be increased by the number of Persons or entities that may be entitled to claim contractual rights under this Policy and **Our** maximum liability shall not thereby be increased above the amount that would have been payable if **You** were the only person or entity that was entitled to contractual rights under the Policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this Policy **We** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under this Policy.

9 Cancellation clause

We may cancel the policy by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the policy giving **Us** written instructions.

If **You** or **we** cancel the policy, and **You** have not made a claim during the current **Period of insurance**, **We** will refund the appropriate portion of the premium, less any administration fees charged (unless the property is **Unoccupied** or partially **Unoccupied** at the time, in which case the portion of premium rebated may be substantially less, or nothing).

10 Data Protection Act 1998

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

11 Sanctions

Insurers shall not be deemed to provide cover and no **Insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that **Insurer** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

12 Non-invalidiation

This insurance shall not be invalidated by any change of occupancy or increase in risk taking place in the **Buildings** insured without **Your** knowledge provided that **You** notify **Us** immediately on becoming aware and pay any additional premium that may be required from date of such change.

13 It is a condition precedent to **Our** liability in respect of **Section 1 - Buildings** that

- a) any felt on timber roof over 7 years old forming part of the **Buildings** is inspected at least every 2 years and maintained in a good state of repair at all times
- b) such inspection shall be carried out by a qualified roofing contractor
- c) in the event of a claim involving such roof **You** will provide **Us** with
 - i) the relevant inspection report(s) from roofing contractor(s)
 - ii) evidence that repairs recommended in inspection report(s) were carried out.

14 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **You** or anyone acting on the **Your** behalf to obtain any benefit under this policy or if any loss or damage is occasioned by the wilful act or with the connivance of **You We** may:

- a) refuse to pay the claim; and
- b) terminate the policy from the date of the fraudulent act and retain any premium paid under the policy.

1 Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
or
- b) any legal liability of whatsoever nature
directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - iii) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

2 War Exclusion

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

3 Electronic cyber liabilities Exclusion

We will not be liable for loss or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability. System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured) caused by**

- a) the response of a computer to any date or date change or
- b) the failure of a computer to respond to any date or date change or
- c) the loss of or denial of access to any data either **Your** own or third party or
- d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information

4 Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

5 Diminution in value

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

6 Deception

We will not pay for any loss suffered by **You due to any person obtaining property by deception.**

7 Deliberate Acts

We will not pay for any loss or damage to the property deliberately caused by **You or anyone working or acting on **Your** behalf.**

8 Pollution or Contamination

We will not pay for Loss or destruction of, or damage to, any property, or death of or **Bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.**

9 Date Recognition

We will not pay for

- a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part of thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i) A failure of that item of any part thereof to correctly recognise date change to the Year 2000
 - ii) Any other date change or Computer viruses
- b) Legal expenses or legal benefits or liability arising from a) above
EXCEPT
Where the loss or damage would fail to be dealt with by operation of perils 1 to 11 inclusive under Section 1 Buildings or perils 1 to 10 under Section 2 Contents of this Policy.

10 Terrorism

We will not pay for

- a) Liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage directly or indirectly caused by resulting from or in connection with
 - i) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii) any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM
- (b) Loss, damage or destruction or any consequential loss resulting from loss, damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, damage or destruction by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:
 - i) that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees
 - ii) stated in the SPECIAL PROVISION – TERRORISM.

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any liability, death, injury, loss, damage, destruction, cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability, death, injury, loss, damage, destruction, cost or expense is covered (or is covered beyond the Limit of Liability) shall be **Yours**.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of the Policy this Insurance includes loss, damage or destruction to property insured within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in this General Exclusion provided that:

- a) this Policy is issued in the name of an individual or individuals
- b) the original **Insured** is not a trustee or a body of trustees that holds the **Buildings** under a trust
- c) **Your** main occupation / trade is not that of a Property Owner
- d) the **Buildings** are not used either partly or wholly for any **Business**, commercial or industrial purposes
- e) in respect of loss damage or destruction to **Buildings Contents** and subsequent Loss of Rent or Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed the sum insured stated in the **Schedule**
- g) **We** will not be liable for loss damage or destruction arising directly or indirectly from
 - i) the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants

ii) the use or threat of use or explosion of any nuclear device or radioactive substance

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours.

11 Asbestos and Hazardous Substances Exclusion

We will not be liable for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

12 Misuse of the Internet and Extra-Net

We will not be liable for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the use or misuse of the Intranet Extra-net and/or caused via the **Your** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means

Your duties

In the event of a claim or possible claim under this insurance

- a) **You** must notify the Nominated Claims Handlers as specified in **Your Schedule** quoting **Your** policy number as soon as possible giving full details of what has happened.
- b) **You** must provide the Nominated Claims Handlers with full written details of what has happened within 30 days and provide any other information **We** may require.
- c) **You** must forward to the Nominated Claims Handlers within 3 days notice of the claim, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
- d) **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- e) **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
- f) **You** must take all reasonable care to limit any loss, damage or injury.
- g) **You** must provide **Us** with reasonable evidence of value or age (or both) for all items involved in a claim.

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

How we deal with Your claim

1 Defence of claims

We may

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

2 Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

3 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.

General

- a) If **Your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - i) the **Buildings** were in a good state of repair immediately prior to the loss or damage and
 - ii) the sum insured is enough to pay for full cost of rebuilding the **Buildings** in their present form and
 - iii) the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **Buildings** were not in good repair.

- b) If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under section two less an amount for wear and tear and depreciation.
- c) **We** will not pay the cost of replacing or repairing any undamaged parts of the **Buildings** or **Contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- d) **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **You** agree to carry out **our** recommendations to prevent further loss or damage.
- e) If **You** are under insured, which means the cost of rebuilding the **Buildings** or the cost of replacing or repairing the **Contents** at the time of loss or damage is more than **Your** sum insured for the **Buildings** or **Contents**, 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, or if **Your** sum insured only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

We will not pay more than the sum insured for each **Premises** or the contents shown in the **Schedule** less any applicable excess.

WHAT IS COVERED	WHAT IS NOT COVERED
The insurance covers the Buildings for loss or damage directly caused by the following perils	We will not pay
1. fire, lightning, explosion or earthquake	the policy excess shown in the Schedule
2. aircraft and other flying devices or items dropped from them	the policy excess shown in the Schedule
3. storm or flood	a) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences b) the policy excess shown in the Schedule
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) the policy excess shown in the Schedule d) for loss or damage while the Home is Unoccupied e) repairs to tanks, pipes or apparatus
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) the policy excess shown in the Schedule c) for loss or damage while the Home is Unoccupied
6. theft or attempted theft	a) for loss or damage while the Home is Unoccupied b) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception c) the policy excess shown in the Schedule d) for loss or damage which You, Your lodgers, family or Occupants have caused, allowed, chosen to overlook or not reported to the police
7. collision by any vehicle or animal	a) the policy excess shown in the Schedule b) loss or damage caused by domestic pets
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the Home is Unoccupied b) the policy excess shown in the Schedule c) for loss or damage in excess of £5,000 which You, Your lodgers, family or occupants have caused, allowed, chosen to overlook or not reported to the police

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The insurance covers the Buildings for loss or damage directly caused by the following perils</p>	<p>We will not pay</p>
<p>9. subsidence or heave of the site upon which the Buildings stand or landslip</p>	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) 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 e) the policy excess shown in the Schedule f) for loss or damage caused by coastal erosion g) for loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions h) for damage originating prior to the inception of this insurance i) for normal settlement or bedding down of new structures j) the movement or settlement to any property still covered by any guarantee or less than 5 years of age</p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the policy excess shown in the Schedule</p>
<p>11. falling trees, telegraph poles or lamp-posts</p>	<p>a) for loss or damage caused by trees being cut down or cut back within the Premises b) for loss or damage to gates and fences c) the policy excess shown in the Schedule</p>
<p>12. accidental damage to</p> <p>i) fixed glass and double glazing (including the cost of replacing frames)</p> <ul style="list-style-type: none"> • solar panels • Sanitary ware • integrated ceramic hobs <p>all forming part of the Buildings</p>	<p>a) the policy excess shown in the Schedule b) for damage caused by chipping, denting or scratching c) for loss or damage while the home is Unoccupied</p>
<p>13. accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which You are legally responsible for</p>	<p>a) for damage due to wear and tear or any gradually operating cause b) the policy excess shown in the Schedule c) for loss or damage to any part of the cables or service pipes within the Buildings d) damage caused whilst cleaning or attempting to clear a blockage e) any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe</p>

What is Covered	WHAT IS NOT COVERED
<p>The insurance under Section One extends to include</p> <p>A)</p> <ul style="list-style-type: none"> loss of rent due to You which You are unable to recover additional costs of alternative accommodation, substantially the same as Your existing accommodation, which You have to pay for <p>while the Buildings cannot be lived in following loss or damage which is covered under section one</p>	<p>We will not pay</p> <ul style="list-style-type: none"> (a) any amount over 20% of the sum insured for the Buildings damaged or destroyed unless shown differently in the Schedule (b) for loss of rent arising from the tenants leaving the Buildings without giving You notice (c) rent the tenants have not paid (d) for loss of rent to any Buildings that were Unoccupied immediately before the insured event giving rise to a claim (e) for loss of rent or any other expenses You must pay to the letting agent (f) for loss of rent arising from any part of the Home that is used for anything other than domestic accommodation (g) for loss of rent after the Home is fit to be let out (h) for loss of rent for more than 12 months unless shown differently in the Schedule
<p>B) expenses You have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making safe the building costs You have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the Buildings which is covered under section one</p>	<ul style="list-style-type: none"> a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on You before the loss or damage
<p>C) increased domestic metered water charges You have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	<p>more than £750 for losses occurring during any Period of insurance. If You claim for such loss under sections one and two, we will not pay more than £750 in total</p>
<p>D) anyone buying the Home who will have the benefit of section one from the time contracts are exchanged until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the Buildings are insured under any other insurance</p>
<p>E) the cost of restoring any Damage caused to gardens by the emergency services in attending the Premises as a result of the operation of any Peril insured under this Section</p>	<p>Any amount in excess of £2,500 any one claim</p>
<p>F) the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying Your Premises without Your consent.</p>	<p>Any amount in excess of £25,000 any one claim and in total in the policy period Any claim where practical steps to terminate such unauthorised use have not been taken immediately You have become aware of it .</p>
<p>G) the reasonable cost of replacement locks and keys in respect of doors and windows for which You are responsible and which are necessary to maintain the security of the Property:</p> <ul style="list-style-type: none"> a) following the accidental loss of Keys; or b) where there is reasonable evidence that such Keys have been copied by an unauthorised person 	<p>Any amount in excess of £15,000 any one claim and in total in the policy period</p>

Accidental damage to the Buildings

The following applies only if the **Schedule** shows that Accidental Damage to the **Buildings** is included

WHAT IS COVERED	WHAT IS NOT COVERED
The insurance covers the Buildings for loss or damage directly caused by	We will not pay
accidental damage to the Buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which We specifically exclude elsewhere under section one b) for the Buildings moving, settling, shrinking, collapsing or cracking c) for damage while the Home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of Standard construction e) for the cost of general maintenance f) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause g) for damage arising from faulty design, specification, workmanship or materials h) for damage from mechanical or electrical faults or breakdown i) for damage caused by dryness, dampness, extremes of temperature or exposure to light j) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks, piers, jetties, bridges, and culverts. k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination l) the policy excess shown in the Schedule m) for loss or damage while the Home is Unoccupied n) for loss or damage caused by domestic pets

Extension to the Buildings

The following applies only if the **Schedule** shows that **Section One - Buildings** is included

WHAT IS COVERED	WHAT IS NOT COVERED
The insurance covers the Buildings for loss or damage directly caused by	We will not pay
Trace & Access The cost of investigation into the source or location of any pipework, drains or other item suspected to be the cause of possible loss or damage and the subsequent making good resulting from an insured peril under this policy	in excess of £5,000 for any one loss

WHAT IS COVERED	WHAT IS NOT COVERED
The insurance covers the Contents for loss or damage directly caused by by the following perils	We will not pay
1. fire, lightning, explosion or earthquake	the policy excess shown in the Schedule
2. aircraft and other flying devices or items dropped from them	the policy excess shown in the Schedule
3. storm or flood	a) for property in the open b) the policy excess shown in the Schedule
4. escape of water from fixed water tanks, apparatus or pipes	a) the policy excess shown in the Schedule b) for loss or damage whilst the Home is Unoccupied
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) the policy excess shown in the Schedule
6. theft or attempted theft	a) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception b) any amount over £250 within detached domestic outbuildings and garages c) for loss or damage which You, Your lodgers, family or Occupants have caused, allowed, chosen to overlook or not reported to the police d) for loss or damage while the Home is Unoccupied e) the policy excess shown in the Schedule
7. collision by any vehicle or animal	the policy excess shown in the Schedule
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the Home is unoccupied b) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception for loss or damage which You, Your lodgers, family or occupants have caused, allowed, chosen to overlook or not reported to the police c) the policy excess shown in the Schedule
9. subsidence or heave of the site upon which the Buildings stand or landslide	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials 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 whilst the Buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) the policy excess shown in the Schedule
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the Premises b) the policy excess shown in the Schedule

Accidental damage to the Contents

The following applies only if the **Schedule** shows that Accidental Damage to the **contents** is included

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This extension covers accidental damage to the contents</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) for damage or any proportion of damage which We specifically exclude elsewhere under section two b) for damage while the Home is being altered, repaired, cleaned, maintained or extended c) for the cost of general maintenance d) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause e) for damage arising from faulty design, specification, workmanship or materials f) for damage from mechanical or electrical faults or breakdown or electrical derangement or power surge or spike g) for damage caused by dryness, dampness, extremes of temperature or exposure to light h) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination i) the policy excess shown in the Schedule j) for loss or damage while the Home is Unoccupied k) for loss or damage caused by domestic pets

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section one or the **Contents** are insured under section two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered

We will indemnify You

As owner or occupier for any amounts **You** become legally liable to pay as damages for

- **Bodily injury**
- damage to property

caused by an accident happening at the **Premises** during the **Period of insurance**

We will not indemnify You for any liability

- a) for **Bodily injury** to **You** or any other permanent member of the **Home** or any person who at the time of sustaining such injury is engaged in **Your** service
- b) for **Bodily injury** arising directly or indirectly from any communicable disease or condition
- c) arising out of any criminal or violent act to another person
- d) for damage to property owned by or in the charge or control of **You** or any other permanent member of the **Home** of any person engaged in **Your** service
- e) arising directly or indirectly out of any profession, occupation, **Business** or employment other than through private letting of the property
- f) which **You** have assumed under contract and which would not otherwise have attached
- g) arising out of **Your** ownership, possession or use of:
 - i) any motorised or horse drawn vehicle other than domestic gardening equipment used within the **Premises** and pedestrian controlled gardening equipment used elsewhere
 - ii) any power-operated lift
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal
- h) in respect of any kind of pollution and/or contamination other than:
 - i) 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 **Premises** named in the **Schedule**; and
 - ii) 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
- i) arising out of **Your** ownership, occupation, possession or use of any land or building that is not within the **Premises**
- j) if **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
- k) any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use 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
- l) any liability in respect of fines penalties multiple punitive exemplary or liquidated damages

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section one or the **Contents** are insured under section two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered

We will indemnify You	We will not indemnify You for any liability
	m) The first £250 of every claim involving loss or damage to property

Part B

We will indemnify You	We will not indemnify You
any amount You become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Home previously owned and occupied by You	<ul style="list-style-type: none"> • for any liability if You are entitled to indemnity under any other insurance • for the cost of repairing any fault or alleged fault

Limit of Indemnity

We will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under Section three:- more than £2,000,000 in all

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section one or the **Contents** are insured under section two of this insurance.

This section applies in the following way:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered

We will indemnify You

In the event of any **Employee** sustaining **Bodily Injury** Caused during the **Period of Insurance** and arising out of or in the course of employment by the **Insured** in the **Business** within:

- a) the **Territorial Limits**
- b) elsewhere in the world where Directors, Partners or **Employees** of the **Insured** who are ordinarily resident in a) above and are on a temporary visit not exceeding 6 months duration for the purpose of non-manual work on the **Business** of the **Insured** shown upon the **Schedule** provided that:
 - i) any action for damages is brought in the exclusive jurisdiction of the English Courts. Where an **Employee** is resident in the Channel Islands or the Isle of Man then it may be agreed that the relevant jurisdiction relates to the residence of the **Employee**.
 - ii) **Insurers** shall not be liable to indemnify the **Insured** in respect of any amount payable under Workmen's Compensation Social Security or health insurance legislation

in respect of all sums which the **Insured** is legally liable to pay as **Damages** for such **Bodily Injury** arising out of such event and **Costs and Expenses**.

LIMIT OF INDEMNITY

The limit of liability under this Section shall be as stated in the **Schedule** including **Costs and Expenses** in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of any one cause.

Where the **Insurers** agree to indemnify more than one party then nothing in this **Policy** shall increase the **Insurers** Liability to pay any amount in respect of one claim or series of claims in excess of the amount stated in the **Schedule**.

The Employers Liability indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits**.

However the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law.

We will not indemnify You for any liability

- 1 OFFSHORE
Liability arising out of any work undertaken and/or visit **Offshore**
- 2 ASBESTOS
any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos
- 3 VEHICLE PASSENGERS
any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.
- 4 RADIOACTIVE CONTAMINATION
liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, in circumstances where the **Insured** have agreed to pay damages and costs for the **Bodily Injury**
 - i) on behalf of a principal for whom the **Insured** are working
 - ii) otherwise solely under any contract or agreement

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section one or the **Contents** are insured under section two of this insurance.

This section applies in the following way:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered

We will indemnify You

1 CLAIMS SETTLEMENT

The **Insurers** shall be entitled at any time to pay the **Limit of Indemnity** applicable to this section of the **Policy**) as specified in the **Schedule** to this **Policy** (after deduction of any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and on such payment **Insurers** shall relinquish conduct and control of the defence of such claim(s) to the **Insured** and shall be under no further liability except for payment of **Costs and Expenses** incurred prior to the date of such payment.

2 UNSATISFIED COURT JUDGMENTS

In the event of a judgment for damages being obtained:

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** to the **Employee** caused during the Period of Insurance and arising out of and in the course of employment by the **Insured** in the **Business** against any company or individual operating from **Premises** within Great Britain, Northern Ireland and the Channel Islands or the Isle of Man in any court situated in the aforementioned territories and
- b) remaining unsatisfied in whole or in part six months after the date of such judgment

the **Insurers** will pay to the **Employee** or the personal representatives of the **Employee** at the request of the **Insured** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- i) there is no appeal
- ii) this extension shall only apply to judgments made in a Court of Law outside North America,
- iii) if any payment is made hereunder the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Insurers**.

We will not indemnify You for any liability

(This section is intentionally left blank to indicate that no indemnification is provided for any liability not covered by the 'We will indemnify You' section.)



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