



INSURANCE SERVICES

## **Unoccupied Residential Policy Wording**

## **Unoccupied Property Policy Wording**

This insurance is underwritten by certain underwriters at Lloyd's who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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## Introduction

Wherever the following words appear in bold in this contract of insurance they will have the meanings shown in the Definitions on pages 6 to 7

This document, the **schedule** and any **endorsement(s)** attached form **your** contract of insurance.

This document sets out the conditions of the contract of insurance between **you** and **us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** check that the sections **you** have requested are included;
- **you** comply with **your** duties under each section and under the insurance as a whole.

**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** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your broker** whose contact details are shown in the **schedule**.

If **you** are unable to resolve any questions or concerns with **your** broker please refer to the complaints procedure on page 4.

## Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition on page 7

**We** or **your** insurance **broker** will write to **you** if **we**:

- intend to treat this insurance as if never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

### **Cooling off period**

**You** are entitled to cancel this contract of insurance by writing to **your broker** within fourteen days of either:

- the date **you** receive this contract of insurance; or
- the start of the **period of insurance**

whichever is the later.

### **Right to cancel**

**You** can also cancel this contract of insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim.

It is noted that if after the Cooling off period **You** request this policy is cancelled within the first 6 months of cover **we** will make a minimum charge for the cover provided of 50% of the annual premium. After this initial 6 month period the policy will be cancelled pro rata. If however, a claim has occurred in the current **period of insurance** **we** reserve the right to make no refund.

**We** can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as

- Non payment of premium.
- Non –cooperation or failure to supply any information or documentation **we** request.
- **We** establish that **you** have provided **us** with incorrect information
- The use of threatening or abusive behaviour or language.
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

## **Law and Jurisdiction**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

## **Language of contract of insurance**

Unless otherwise agreed the language of this contract of insurance shall be English.

## **Complaints procedure**

**Our** aim is to ensure that all aspects of **your** contract of 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** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your broker**.

In the event that you remain dissatisfied you can refer a complaint to the Policyholder & Market Assistance team at Lloyd's. The contact details are:

*Policyholder & Market Assistance , Lloyd's Market Services, One Lime Street, London EC3M 7HA*

*Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)*

Copies of **our** complaints procedures are also available from this address.

Complaints that cannot be resolved by Policyholder & Market Assistance at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. Making a complaint does not affect **your** right to take legal action.

## **Compensation**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **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 or complaints, if any, which may necessitate providing such information to other parties.

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

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

## Definitions

|                          |   |
|--------------------------|---|
| <b>Accidental Damage</b> | Physical Damage caused suddenly and unexpectedly by an outside force  |
| <b>Bodily injury</b>     | Includes accidental death, disease, illness or physical injury  |
| <b>Buildings</b>         | <p>the <b>home</b> and its decorations</p> <p>fixtures and fittings attached to the <b>home</b></p> <p>permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks</p> <p><b>you</b> own or for which <b>you</b> are legally liable and within the <b>premises</b> named in the <b>schedule</b>.</p>   |
| <b>Contents</b>          | <p>Household goods and personal property, within the <b>home</b>, which are <b>your</b> property or which <b>you</b> are legally liable for.</p> <p><b>Contents</b> includes:</p> <p>carpets</p> <p>radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></p> <p><b>contents</b> outside the <b>home</b> but within the <b>premises</b> up to GBP 250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>)</p> <p><b>Contents</b> does NOT include:</p> <p>motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</p> <p>any living creature</p> <p>any part of the <b>buildings</b></p> <p>any property held or used for business purposes</p> <p>any property insured under any other insurance.</p> |
| <b>Endorsement</b>       | A change in the terms and conditions of this contract of insurance.   |
| <b>Heave</b>             | Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.   |
| <b>Home</b>              | The private dwelling of <b>standard construction</b> and the garages and outbuildings   |



used for domestic purposes at the **premises**.

|                              |   |
|------------------------------|---|
| <b>Landslip</b>              | Downward movement of sloping ground.  |
| <b>Period of insurance</b>   | The length of time for which this contract insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.                                   |
| <b>Premises</b>              | The address which is named in the <b>schedule</b> .   |
| <b>Sanitary ware</b>         | Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.   |
| <b>Schedule</b>              | Is part of this contract of insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this contract of insurance which apply. |
| <b>Settlement</b>            | Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> .  |
| <b>Standard Construction</b> | Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.  |
| <b>Subsidence</b>            | Downward movement of the ground beneath the <b>buildings</b> where the movement is unconnected with the weight of the building.   |
| <b>United Kingdom</b>        | Includes England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.   |
| <b>Unoccupied</b>            | When the home has not been lived in.  |
| <b>We / us / our</b>         | The Underwriters at Lloyd's who have a share in this contract of insurance.   |

**You / your**

The person or persons named in the **schedule**.

**Your broker**

The insurance broker or intermediary arranged this contract of insurance on **your** behalf.

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS CONTRACT OF INSURANCE

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

### Things you need to do

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. The gas and electricity must be turned off at the mains unless used to maintain security and/or heating of the **home**.
3. **You** must tell **your** broker within 14 days of you becoming aware about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**;  
When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your** policy in accordance with the cancellation clause, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.
4. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this contract of insurance.

If **you** fail to comply with any of the above duties this contract of insurance may become invalid and your claim will not be paid.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS CONTRACT INSURANCE

### (a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from
2. 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.

### (b) 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.

### (c) Existing and Deliberate Damage

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

- occurring before cover starts or arising from an event before cover starts

- caused deliberately by **you** or any permanent member of **your home**.

(d) **Indirect Loss or Damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this contract of insurance.

(e) **Electronic Data Exclusion Clause**

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. 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 set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

(f) **Biological and Chemical Contamination Clause**

**We** will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. 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.

(g) **Loss of value**

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

(h) **Wear and Tear**

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

i) **Sanctions**

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

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS CONTRACT OF INSURANCE

### Things you need to do

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

1. **you** must notify SJL or Questgates as soon as possible giving full details of what has happened using the contact details as per **your schedule**.
2. **you** must provide **your broker** with written details of what has happened within thirty days and provide any other information **we** may require.
3. **you** must forward to **your broker** as soon as possible, but no later than fourteen days, 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, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written permission.

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

### How we deal with your claim

#### 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 contract of insurance.

#### 2. Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this contract of 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 contract of 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 contract of insurance shall be invalid and all claims shall be forfeited.

**Section one**

**Buildings**

| What is covered   | What is not covered   |
|---|---|
| This contract of insurance covers the <b>buildings</b> for loss or damage directly caused by  | <b>We</b> will not pay  |
| 1. fire, lightning, explosion or earthquake   | the first GBP 250 of every claim  |
| 2. aircraft and other flying devices or items dropped from them   | the first GBP 250 of every claim  |
| 3. i) storm,<br>ii) <b>flood</b> .<br>iii) weight of snow   | (a) for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under number 9 of section one<br><br>(b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences<br><br>(c) the first GBP 250 of every claim |
| 4. i) escape of water from fixed water tanks, apparatus or pipes<br>ii) from frost damage to fixed water tanks, apparatus or pipes                  | (a) for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under number 9 of section one<br><br>(b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools<br><br>(c) the first GBP 500 of every claim  |
| 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) the first GBP 250 of every claim  |

Section one

**Buildings** (continued)

| What is covered  | What is not covered   |
|--|---|
| This contract of insurance covers the <b>buildings</b> for loss or damage directly caused by                             | <b>We</b> will not pay  |
| 6. theft or attempted theft  | <ul style="list-style-type: none"> <li>(a) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry</li> <li>(b) for loss or damage which your lodgers or tenants have caused</li> <li>(c) the first GBP 250 of every claim</li> </ul>  |
| 7. collision by any vehicle or animal  | the first GBP 250 of every claim  |
| 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | <ul style="list-style-type: none"> <li>(a) for loss or damage which your lodgers or tenants have caused</li> <li>(b) the first GBP 250 of every claim</li> </ul>  |
| 9. subsidence or heave of the site upon which the buildings stand or landslip  | <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> <li>(c) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship</li> <li>(d) for loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law</li> <li>(e) the first GBP 1000 of every claim</li> <li>(f) for loss or damage caused by coastal or river bank erosion</li> <li>(g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations, extensions or demolition</li> <li>(h) for loss or damage caused by normal <b>Settlement</b> and / or any general deterioration of the <b>building</b>.</li> <li>(i) loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the <b>buildings</b>.</li> </ul> |



**Section one**

**Buildings** (continued)

| <b>What is covered</b>   | <b>What is not covered</b>  |
|--|---|
| This contract of insurance covers the <b>buildings</b> for loss or damage directly caused by   | <b>We will not pay</b>  |
| 10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts  | (a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts<br>(b) the first GBP 250 of every claim  |
| 11. falling trees, telegraph poles or lamp-posts   | (a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b><br>(b) for loss or damage to gates and fences<br>(c) the first GBP250 of every claim                             |
| This section of the contract of insurance also covers  | <b>We will not pay</b>  |
| A. the cost of repairing <b>accidental damage</b> to <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> all forming part of the <b>buildings</b>                    | (a) for damage while the <b>buildings</b> are <b>unoccupied</b><br>(b) the first GBP 250 of every claim   |
| B. the cost of repairing accidental damage to <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> which <b>you</b> are legally liable for | (a) for damage due to wear and tear or any gradually operating cause<br>(b) the first GBP 250 of every claim<br>(c) for loss or damage to any part of the cables or service pipes within the <b>buildings</b> |

## Section one

### Buildings (continued)

| What is covered   | What is not covered  |
|---|--|
| <p>C.</p> <ul style="list-style-type: none"> <li>• loss of rent due to <b>you</b> which <b>you</b> are unable to recover</li> <li>• additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for</li> </ul> <p>while the <b>buildings</b> cannot be lived in following loss or damage which is covered under section one</p>   | <p>(a) any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed</p> <p>(b) for loss of rent arising from the tenants leaving the <b>buildings</b> without giving <b>you</b> notice</p> <p>(c) rent the tenants have not paid</p> <p>(d) for loss of rent to any <b>buildings</b> that were <b>unoccupied</b> immediately before the insured event giving rise to a claim</p> <p>(e) for loss of rent or any other expenses <b>you</b> must pay to the letting agent</p> <p>(f) for loss of rent arising from any part of the <b>home</b> that is used for anything other than domestic accommodation</p> |
| <p>D.</p> <p>expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the building</li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under section one</p> | <p>(a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>(b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>   |
| <p>E.</p> <p>increased domestic metered water charges <b>you</b> 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 GBP 750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than GBP 750 in total</p>  |
| <p>F.</p> <p>anyone buying the <b>home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>  | <p>if the <b>buildings</b> are insured under any other insurance</p>   |

**Section one**

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**Buildings** (continued)

| <b>What is covered</b>   | <b>What is not covered</b>                             |
|--|--|
| G. the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the <b>buildings</b> which is covered under section one | more than GBP 1000 in any <b>period of insurance</b> . |

**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   |
|--|---|
| This extension covers                            | <b>We</b> will not pay  |
| <b>accidental damage</b> to the <b>buildings</b> | <ul style="list-style-type: none"> <li>(a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one</li> <li>(b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</li> <li>(c) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended</li> <li>(d) for damage to outbuildings and garages which are not of <b>standard construction</b></li> <li>(e) for damage while the <b>home</b> is lent, let or sublet</li> <li>(f) for the cost of general maintenance</li> <li>(g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>(h) for damage caused by faulty or unsuitable materials or design or poor, workmanship</li> <li>(i) for damage from mechanical or electrical faults or breakdown</li> <li>(j) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>(k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks</li> <li>(l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>(m) the first GBP 250 of every claim</li> <li>(n) for loss or damage while the home is unoccupied</li> </ul> |

Conditions that apply to section one (**buildings**) only

## Settling claims

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### How **we** deal with **your** claim

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

If the **buildings** were not in a good state of repair **we** may deduct an amount from **your** claim.

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

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3. **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.
  4. If **you** are under-insured, which means the 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.
- 

### Limit of insurance

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

## Section two

### Contents

| What is covered   | What is not covered   |
|---|---|
| This contract of insurance covers the <b>contents</b> for loss or damage directly caused by   | <b>We</b> will not pay  |
| 1. fire, lightning, explosion or earthquake   | The first GBP 250 for any claim   |
| 2. aircraft or other flying devices or items dropped from them  | The first GBP 250 for any claim   |
| 3. i) storm<br>ii) flood<br>iii) weight of snow   | for <b>contents</b> outside the <b>home</b><br>The first GBP 250 for any claim  |
| 4. escape of water from fixed water tanks, apparatus or pipes   | The first GBP 500 for any claim   |
| 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 | The first GBP 250 for any claim   |
| 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<br><br>(b) any amount over £500 or 3% of the sum insured for <b>contents</b> whichever is greater, within detached domestic outbuildings and garages<br><br>(c) for money, certificates, documents or valuables<br><br>(d) for loss or damage which <b>your</b> lodgers or tenants have caused<br><br>(e) the first GBP 250 of every claim |
| 7. collision by any vehicle or animal   | The first GBP 250 for any claim   |
| 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously                            | (a) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception<br><br>(b) for loss or damage which <b>your</b> lodgers or tenants have caused<br><br>(c) the first GBP 250 of every claim   |

Section two

Contents (Continued)

| What is covered   | What is not covered  |
|---|--|
| This contract of insurance covers the <b>contents</b> for loss or damage directly caused by               | <b>We</b> will not pay   |
| 9. <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b> | <ul style="list-style-type: none"> <li>(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</li> <li>(b) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship</li> <li>(c) for loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law</li> <li>(d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations, extensions or demolition</li> <li>(e) for loss or damage caused by coastal or river bank erosion</li> </ul> |
| 10. falling trees, telegraph poles or lamp-posts  | for loss or damage caused by trees being cut down or cut back within the <b>premises</b>   |

## Accidental damage to contents

The following applies only if the **schedule** shows that **accidental damage** to **contents** is included.

| What is covered  | What is not covered  |
|--|--|
| This extension covers  | <b>We</b> will not pay   |
| <b>accidental damage</b> to the <b>contents</b> within the <b>home</b> | <ul style="list-style-type: none"> <li>(a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section two</li> <li>(b) for damage to <b>contents</b> within garages and outbuildings</li> <li>(c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>(d) for damage caused by chewing, tearing,</li> <li>(e) for porcelain, china, glass and other brittle Articles</li> <li>(f) for money, credit cards, documents or stamps</li> <li>(g) for damage to contact, corneal or micro corneal Lenses</li> <li>(h) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>(i) for damage arising out of faulty design, specification, workmanship or materials</li> <li>(j) for damage from mechanical or electrical faults or breakdown</li> <li>(k) for damage caused by dryness, dampness, extremes of temperature and exposure to light</li> <li>(l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>(m) for the first GBP 250 of every claim</li> <li>(n) using the contents in a way which is different to the manufacturers instructions</li> <li>(o) information being erased or damaged on computer equipment</li> <li>(p) damage while the home is not self contained</li> </ul> |



## Settling claims

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### How **we** deal with **your** claim

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1. 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.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

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

### **Your** sum insured

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3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
  4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **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 replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
- 

### Limit of insurance

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

**Section three**

**Legal Liability to the Public**

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 contract of 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 under Part A(i) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below.

| <b>What is covered</b>  | <b>What is not covered</b>  |
|---|---|
| <b>We will pay for your legal liability</b>   |   |
| <p>(i) as owner or occupier up to the limits stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p> | <p>a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the home unless a signed lease agreement is in force</li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>(b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>(c) arising out of any criminal or violent act to another person or property</p> <p>(d) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>(e) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>(f) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>i) any motorised or horse drawn vehicle other than domestic gardening equipment used within the <b>premises</b></li> <li>ii) any power-operated lift</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> |

### Section three

#### Legal Liability to the Public

| What is covered  | What is not covered   |
|--|---|
|  | <p>(g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>(h) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>(i) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p> |
| Part B   |   |
| <p><b>We will pay for</b></p> <p>any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b></p> | <p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>• for any liability if <b>you</b> are entitled to payment under any other insurance</li> <li>• for the cost of repairing any fault or alleged fault</li> </ul>   |

Limit of insurance

**We will not pay**

- in respect of pollution and/or contamination: more than GBP 2,000,000 in all
- In respect of other liability covered under this section:  
More than GBP 2,000,000 in all for Part A, and GBP 2,000,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

### 1 – Property boarded-up **Endorsement**

This contract of insurance does not cover loss or damage from unauthorised entry to the private dwelling of the **home** unless all ground floor windows and doors and all other accessible openings are professionally bricked and/or boarded up or fitted with metal sheeting.

### 2 – Flat Roof **Endorsement**

It is **your** duty to ensure that under this contract of insurance any areas of flat roof(s) shall be checked at **your** own expense at least every 5 years by an individual or company who are members of a recognised trade body and any faults rectified.

If **you** fail to comply with the above duties this contract of insurance will not pay a claim in respect of loss or damage.

### 3 – Minimum security clause

This contract of insurance does not cover loss or damage from unauthorised entry to the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.

Windows: Key operated security locks to all ground floor and other accessible windows.

### 4 - **Subsidence, heave or landslip** exclusion clause

**Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** as shown in number 9 of sections one (**buildings**) and two (**contents**) is not covered by this contract of insurance.

### 5 - Contractors exclusion clause

This contract of insurance does not cover loss, damage or liability arising from the activities of contractors.

### 6 – Escape of water exclusion clause

Section one (**buildings**) and section two (**contents**) of this contract of insurance do not cover loss or damage caused by escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one (**buildings**) and two (**contents**).

### 7 – Escape of water clause

For the period November to March inclusive, cover under Section one (**buildings**) and section two (**contents**) of this contract of insurance does not cover loss or damage caused by escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two unless the water supply to the **home** has been turned off at the internal stop cock and all water tanks and pipes are drained, or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees Fahrenheit / 15 degrees Celsius at all times.

## 8 – FLEEA – restriction of cover clause

Section one (**buildings**) and section two (**contents**) of this contract of insurance only covers loss or damage caused by fire, lightning, explosion, earthquake, aircraft and other flying devices or items dropped from them as shown in numbers 1 and 2 of sections one (**buildings**) and two (**contents**).

## 9 – Inspection clause

It is **your** duty to ensure that under this contract of insurance that the private dwelling of the **home** is inspected internally and externally at least once every 7 days by either **you** or **your** representative and that all mail, newspapers, flyers and such are removed from the property and the Building and gardens of the **Home** are suitably maintained in good condition.

A visit record of dates, time and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim

If **you** fail to comply with the above duties this contract of insurance will not pay a claim in respect of loss or damage resulting from unauthorised entry.

## 10 – Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

## 11 – Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this contract of insurance do not cover loss or damage caused by **flood** other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in cover item 4 of sections one (**buildings**) and two (**contents**).

## 12 – Storm exclusion clause

Section one (**buildings**) and section two (**contents**) of this contract of insurance do not cover loss or damage caused by storm as shown in number 3 of sections one and two.

## 13 – Index-linking clause

The sums insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (buildings): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (contents): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

## 14 – **Your** bank's or building society's interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

#### 15 – Single flat clause

In the event of loss or damage arising from the insured causes to the common parts of the building which the insured flat forms part of, **our** liability is limited to the percentage the said flat bears to the total number of flats forming the building. In any event **our** maximum liability is the sum insured stated.

#### 16 – Non-Invalidation clause

This insurance will not be invalidated by any act, omission or alteration either unknown to **you** or beyond **your** control which increases the risk of loss or damage to the **home** provided that **you** were unaware of such action. **You** must write and tell **us** as soon as **you** become aware of any action that has been taken to increase the risk of loss or damage and **you** may also have to pay an extra premium. However, this clause does not override any specific exclusions or clauses.

#### 17 – Theft exclusion clause

Section one (**buildings**) and section two (**contents**) of this contract of insurance do not cover loss or damage caused by theft or attempted theft as shown in number 6 of sections one (**buildings**) and two (**contents**).

#### 18 – Malicious damage exclusion clause

Section one (**buildings**) and section two (**contents**) of this contract of insurance do not cover loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously as shown in number 8 of sections one (**buildings**) and two (**contents**).

#### 19 - Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this contract of insurance will not pay a claim in respect of loss or damage resulting from unauthorised entry.

#### 20 – Escape of Water restriction in cover

It is hereby noted that cover under Section one (**buildings**) and section two (**contents**) of this contract of insurance is limited to £2,500 in all for any one loss for loss or damage caused by escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

#### 21 – Theft loss restriction in cover

It is hereby noted that cover under Section one (**buildings**) and section two (**contents**) of this contract of insurance is limited to £2,500 in all for any one loss for loss or damage caused by theft or attempted theft as shown in number 6 of sections one and two.

#### 22 – Malicious damage restriction in cover

It is hereby noted that cover under Section one (**buildings**) and section two (**contents**) of this contract of insurance is limited to £2,500 in all for any one loss for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously as shown in number 8 of sections one and two.

### 23 – Exclusion of extensions

All claims in relation to or connected with extensions being built at the **home** are excluded until written confirmation that the extension is wind and water tight with all roof work completed is received; and the sum insured is adjusted and additional premium paid

### 24 – Wind & Weatherproof Condition

Section One (**Buildings**) and Section Two (**Contents**) of this insurance does not cover loss or damage caused by storm unless the **home** is wind and weatherproof at all times.

### 25 – Cancellation Terms

As detailed on page 4 of the policy wording It is noted that if after the Cooling off period **You** request this policy is cancelled within the first 6 months of cover **we** will make a minimum charge for the cover provided of 50% of the annual premium. After this initial 6 month period the policy will be cancelled and **You** will be charged for the time on risk. If however, a claim has occurred in the current **period of insurance we** reserve the right to make no refund.

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