

Residential Unoccupied Property

Policy Wording



NELSON
Policies at Lloyd's

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Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**

You should keep it in a safe place and keep copies of any documentation sent to or received from **us**

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**

When drawing up this contract of insurance, **we** have relied on the information and statements which **you** have provided to **us** in the proposal form, statement of fact or in the presentation supplied via **your broker**.

The insurance relates ONLY to those sections of the policy which are shown in the **schedule** as being insured.

This insurance is underwritten by SiriusPoint International Insurance Corporation. SiriusPoint International Insurance Corporation is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered on the Financial Services Register, Firm Registration Number (FRN) 202912.

Miramar Underwriting Limited acts as a Managing General Underwriter on behalf of SiriusPoint International Insurance Corporation. Miramar Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 507000.

You can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

Nelson Policies is authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving premiums and settling refunds

Nelson Policies is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 305456. **You** can check their details on the Financial Services Register <https://register.fca.org.uk/>

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

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

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

TO MAKE A CLAIM, PLEASE CONTACT OUR RELEVANT CLAIMS TEAMS:

PROPERTY CLAIMS: Innovation Group **0344 557 7854** or PropertyClaims@Innovation.Group

LIABILITY CLAIMS: Kennedys Claims **0344 557 6246** or bspoke@kennedyslaw.com

For full information relating to 'How to make a Claim', please see page 10 of this document.

Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below:

Bodily Injury	Damage to persons caused by accident or disease
Buildings	The main structure of the property and: • fixtures and fittings attached to the property including permanently fitted flooring • outbuildings and private garages • permanently installed swimming pools, tennis courts, patios, terraces, walls, gates, paths, drives and fences and fixed fuel tanks • radio and television aerials, satellite dishes, their fittings and masts which are attached to the property you own or for which you are legally liable within the premises named in the schedule. Buildings do NOT include: • carpets • any closed-circuit television (CCTV) systems
Computer virus	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. Computer virus includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”
Electronic data	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment
Endorsement	A change in the terms and conditions of this insurance. These are shown on your schedule
Excess	The amount for which you are responsible as the first part of each claim as shown in the schedule
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding

High Risk Items	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches
Landlords Contents	Household goods within the property, which you own or which you are legally liable for. Landlords Contents includes: • items in outbuildings, garages or sheds, but within the premises up to five hundred pounds (£500) in total • domestic oil in fixed fuel oil tanks up to five hundred pounds (£500) which you have paid for • carpets, but not permanently fitted flooring Landlords Contents does NOT include: • motor vehicles, caravans, trailers or watercraft or their accessories • televisions, satellite decoders, radios, audio equipment and home computers • money, certificates or documents • clothing, personal effects, pedal cycles • any living creature • any part of the buildings • any property held or used for business purposes • any property insured under any other insurance • any high risk items
Landslip	Downward movement of sloping ground
Nelson Policies	The company who has been authorised by us to transact insurance business on their behalf. Nelson Policies at Lloyd's is a trading name of Nilefern Limited who is authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 305456. Registered Office: 2nd Floor, Knightrider Chambers, Maidstone, Kent ME15 6LPX.
Period of Insurance	This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which we accept your premium
Premises	The address which is named in the schedule
Property	The buildings of standard construction at the premises shown in the schedule

Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured , the excess , the period of insurance and the Sections of this insurance which apply
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within ten (10) years of construction
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete, unless otherwise agreed by endorsement
Subsidence	Downward movement of the ground beneath the buildings other than by settlement
Sum Insured	The maximum sum for which you have elected to insure as stated in the schedule applicable to the particular item or Section
Unoccupied	The property is unoccupied when it is not being lived in.
We / us / our	Miramar Underwriting Ltd on behalf of SiriusPoint International Insurance Corporation
You / your / insured	The person or persons or company named in the schedule
Your broker	The insurance broker/agent who placed this insurance on your behalf

Important Information – Information You have given Us

Sums Insured

You must ensure the sums insured provided are correct.

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **landlords contents** sum insured must be enough to replace all the **landlords contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Information You Have Given Us

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

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) if this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as possible.

Important Information – “Policyholder Notices”

Your Right to Cancel

You may cancel this insurance policy at any time by contacting your broker. If you cancel your policy before your cover has started, we will refund your premium in full.

Cooling Off Period - If you cancel your policy within 14 days of your start date or renewal date, providing no claim has been submitted, you will be legally entitled to a refund during this time, but you will have to pay for the days the policy was active, and may be charged an administration fee.

You may cancel after 14 days, and providing no claim has been submitted, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover and any chargeable administration fee. This paragraph does not apply if your schedule states anything to the contrary including any reference to selection of a short-period policy, or if you have agreed to pay a minimum and deposit premium.

If you have received any claims payment, have a claim pending or you have notified us of any incident likely to give rise to a claim during the period of insurance, no refund of your premium or any administration fee will be given.

Our Right to Cancel

We or your broker may, at any time cancel this policy where there is a valid reason for doing so, by sending at least 14 days' to you at your last known correspondence or email address.

Valid reasons include but are not limited to:

Non-payment of premium - where we have been unable to collect a premium payment following non-payment correspondence issued to you or your broker;

Your Credit Agreement is cancelled;

Where we reasonably suspect fraud;

Where you fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests;

Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask;

Where you harass or use abusive or threatening behaviour towards our staff or representatives of us or your broker.

If we or your broker cancel the policy, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover and any applicable administration fees due. However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, we are legally entitled to keep the premium.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **your broker**:

- if **you** change **your** address;

- if **you** or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you, your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your landlords contents** that will increase the reinstatement costs

Please also ensure that **you** review Page 13 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Renewal

We are not bound to offer renewal of this policy.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Tel: **0800 678 1100** and **020 7741 4100**
E-mail: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance contract 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

Policy administration fees

Nelson Policies will charge **you** an administration fee if they:

1. make any changes to **your** policy on **your** behalf, or
2. agree to cancel **your** policy

Please ask **your broker** for details of charges that apply

Insurer's Data Privacy Notice

SiriusPoint International Insurance Corporation Privacy Notice

Personal data provided in connection with this policy will be used and processed in line with **our** Privacy Notice for Policyholders. A copy of this is available at <https://www.siriuspt.com/uk-eu-privacy-notice-for-policyholders-8-oct-2021/>

Miramar Underwriting Ltd

Miramar Underwriting Limited act as a Managing General Underwriter of SiriusPoint International Insurance Corporation and is registered as a data controller with the Information Commissioner's Officer. Registration number is Z216810.

This information is relevant to anyone who uses their services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

They are dedicated to being transparent about what they do with the information that they collect about **you** and they process **your** personal data in accordance with the relevant data protection legislation.

Why do they process your data?

The provision of **your** personal data is necessary for them to administer **your** insurance policy and meet their contractual requirements under the policy. **You** do not have to provide them with your personal data, but they may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do they collect about you?

Where **you** have purchased an insurance policy through an agent, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to Miramar Underwriting Ltd so that they can administer **your** insurance policy **our** behalf and fulfil **our** contract of insurance.

Miramar Underwriting Ltd collect this data on **our** behalf as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. They may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

They also process special categories of **your** personal data as it is in the substantial public interest and it is necessary:

- i) for administering **your** insurance policy; or
- ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing Miramar Underwriting Ltd's full Privacy Notice online at <https://bspokegroup.co.uk/brands/underwriting/> or request a copy by emailing them at dataprotection@bspokeunderwriting.co.uk

Alternatively, **you** can write to them at: Data Protection, Miramar Underwriting Limited, Dawson House, 5 Jewry Street, Fenchurch, London, EC3N 2EX

Your insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

Claims

In the event of a claim or potential claim under this policy, please contact **our** claims team:

Sections One and Two (Property)

Innovation Property (UK) Limited, Yarmouth House, 1300 Parkway, Whiteley, Fareham PO15 7AE.

Telephone: **0344 557 7854** or Email: PropertyClaims@Innovation.Group

(Opening Hours 8am to 6pm Monday to Friday, plus an Out of Office Team providing First Notification of Loss service).

Section Three (Liability)

Kennedys Law Claims, 6 Queen Street, Leeds LS1 2TW.

Telephone: **0344 557 6246** or Email: bspoke@kennedyslaw.com

(Opening Hours 9am to 5pm Monday to Friday.)

When contacting **our** claims team, please ensure **you** have **your** policy reference number available.

We may record or monitor calls for training purposes or to improve the quality of **our** service.

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance

Claims conditions applicable to the whole of this insurance

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

1. **You** must notify **our** appointed claims management teams as soon as possible of all incidents that may give rise to a claim. This must be no later than thirty (30) days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within twenty-four (24) hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within seven (7) days of the incident.
2. **You** must provide **us** with written details of what happened within thirty (30) days of the incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within three (3) working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **You** must allow **us** or **our** representatives full access to **your property** or any **building** where any loss or damage has occurred and deal with the claim. **We** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.

6. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, damage or injury.
8. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay any part of **your** fraudulent claim. In addition, **we** will have the right to:
 - a) treat this policy as terminated from the date of **your** fraudulent act
 - b) recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim
9. **You** must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid in full or paid at all.

Complaints and Concerns

Enquiries

Should there ever be an occasion where **you** need to complain, we will endeavour to resolve this as quickly and fairly as possible. **We** are committed to treating **our** customers fairly.

How to complain

However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please state, **your** name, the nature of **your** complaint, and, if applicable, the policy and/or claim reference.

WHERE DO I START?

Policy administration issues

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker**

Claims administration issues

If **your** complaint is about a claim, **you** should refer the matter to the relevant claims specialists as follows:

Section One and Two Property Claims Complaints Innovation Property (UK) Limited Yarmouth House, 1300 Parkway Whiteley, Fareham PO15 7AE Telephone: 0344 557 7854	Section Three – Liability Claims Complaints Kennedys Law 6 Queen Street Leeds LS1 2TW Telephone: 0344 557 6246
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Alternatively **you** can ask **your broker** to refer the matter on for **you**.

Please quote **your** policy number and claim reference (if applicable) in all correspondence so that **your** concerns may be dealt with speedily

What happens next?

In the event of contacting **your broker** or one of the Claims Specialists **you** remain dissatisfied, then **you** may refer **your** case to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

When **you** exercise **your** right to refer **your** complaint to the Financial Ombudsmen Service, **you** must do so within six (6) months of the date of **our** final response.

Please note, taking **your** complaint to the Financial Ombudsman does not affect **your** statutory rights

General Conditions applicable to the whole of this insurance

The following conditions are all conditions precedent to liability. Failure to comply fully with any of the conditions listed below, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage. In addition **we** may, at **our** discretion, continue to provide cover on the same terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety

1. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.
2. **You** or your **representatives** must visit the **premises** for internal and external inspection purposes at least once every seven (7) days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately
3. The **property** must be maintained in good condition, a good state of repair and be structurally sound
4. All loose material to be kept clear of the **property**
5. Cover in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
6. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered.
7. **You** must immediately inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied
8. **You** must tell **your broker** before **you** start any renovations, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid
9. Where sections of the **property** are used for commercial and/or business reasons, then all accessible doors and windows of those sections must be sealed against illegal entry with shutters or be boarded up
10. **You** must immediately inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid

When **your broker** receives notification of any alterations as described above, **we** or **your broker** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of

For further guidance please see the Office of Public Sector Information Website www.legislation.gov.uk or contact the Citizens Advice Bureau

General Exclusions applicable to the whole of this insurance

This insurance will be subject to the following Exclusion Clauses and **we** will not cover any losses excluded by these clauses:

Radioactive Contamination and Nuclear Assemblies 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 or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

War Exclusion Clause

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

Nuclear, Biological and Chemical Contamination 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 or any consequential loss
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 Nuclear, 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

Contamination, Pollution and Disease Exclusion Clause

We will not pay for any loss, damage or liability, directly or indirectly, caused by any one or more of the following, whether or not acting in any sequence with any other cause:

- a) pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification
- b) poisoning, disease or illness, **epidemic** or **pandemic** (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health

For the purpose of this exclusion, **epidemic** and **pandemic** are defined as the following:

Epidemic	The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence
Pandemic	A worldwide epidemic of a disease as declared by the World Health Organization.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils:

fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **subsidence**, **heave** or **landslip**, collision by any vehicle or animal, volcanic eruption.

Communicable Disease Exclusion

Notwithstanding any other provision herein, this insurance does not cover:

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- a) infectious or contagious disease
- b) any fear or threat of a) above or
- c) any action taken to minimise or prevent the impact of a) above

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

Faulty Workmanship Clause

We will not pay for any loss, damage or liability arising from faulty design, specification, workmanship or materials.

Contractors Exclusion Clause

We will not pay for any loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

Domestic Pets, Insects or Vermin Exclusion Clause

We will not pay for any loss, damage or liability caused by domestic pets, insects or vermin.

Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expense or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health

This exclusion applies regardless whether there is:

- any physical loss or damage to insured **property**
- any insured peril or cause, whether or not contributing concurrently or in any sequence
- any one loss, occupancy or functionality
- any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation or steps taken to address medical or legal concerns

Sonic Bangs

We will not pay for loss or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

Electronic Data Exclusion

We will not pay for:

Loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

However, this insurance does not insure any amount pertaining to the value of such **electronic data** to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

Asbestos Exclusion Clause

This insurance does not cover any loss or damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

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.

Existing and Deliberate Damage Exclusion Clause

We will not pay for loss, damage or liability:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you, your** representatives or by any person lawfully on the **premises**
- due to consequential loss of any kind or description

Wear and Tear Exclusion Clause

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

Electrical Equipment Faults

We will not pay for loss or damage to electrical equipment by its short-circuiting or overrunning not resulting in fire.

Sanction Limitation and Exclusion

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.

Other insurance

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

Illegal or Criminal Acts Exclusion

We will not pay for any loss, damage or liability arising from any illegal or criminal act by **you**, any paying guest, lodger, tenant or anyone lawfully on the **premises**.

Section One – Buildings

This section of the policy wording sets out the coverage **we** provide for the **buildings** at the **premises**

Level 1 - The following perils are applicable if coverage Level 1 is stated within the schedule.

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils:	We will not pay:
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess as shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule

Section One – Buildings

This section of the policy wording sets out the coverage **we** provide for the **buildings** at the **premises**

Level 2 - The following perils are applicable if coverage Level 2 is stated within the schedule.

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils:	We will not pay:
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess as shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip , other than as covered under number 9 of Section One - Buildings c) for loss or damage to fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) for loss or damage to the buildings caused by frost e) for loss or damage to buildings caused by rising groundwater or a change in the water table level
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip , other than as covered under number 9 of Section One - Buildings c) for loss or damage to fixed fuel-oil tanks and swimming pools d) for loss or damage unless the water supply is turned off at the mains e) for loss or damage to the property caused by wet or dry rot f) for loss or damage to the buildings caused by the failure or lack of grout and/or sealant g) any amount over five percent (5%) of the buildings sum insured or fifty thousand pounds (£50,000), whichever is the lesser, unless otherwise stated in the schedule
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 excess shown in the schedule

6. Theft or attempted theft	a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) for loss or damage caused by any person lawfully on the premises
7. Collision by any vehicle or animal	a) the excess shown in the schedule
8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	a) the excess shown in the schedule b) for loss or damage caused by any person lawfully on the premises c) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception
9. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage to fixed fuel-oil tanks, drives, walls, gates and fences unless the premises are also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the property are damaged at the same time by the same event d) for loss or damage arising from faulty design, specification, workmanship or materials e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law f) for loss or damage caused by coastal or riverbank erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking
10. Falling trees, telegraph poles or lampposts	a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage to gates and fences
11. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess shown in the schedule

Section One – Buildings - Additional Coverage

The following covers are applicable to cover Level 1 and Level 2

This Section of the insurance also covers	We will not pay
a) Expenses you have to pay and which we have agreed in writing for • 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 following loss or damage to the buildings which is covered under Section One - Buildings	a) the excess shown in the schedule b) any expenses for preparing a claim or an estimate of loss or damage c) any costs if Government or local authority requirements have been served on you before the loss or damage d) any amount over fifteen (15%) of the buildings sum insured
b) Anyone buying the property who will have the benefit of Section One - Buildings until the sale is completed or the insurance ends, whichever is sooner	a) the excess shown in the schedule b) if the buildings are insured under any other insurance
c) We will pay the cost of restoring landscaped areas following damage caused by the Fire Brigade or other emergency services attending the premises following damage to the property insured	a) the excess shown in the schedule b) more than one thousand pounds (£1,000) in any period of insurance c) the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established

Conditions that apply to Section One – Buildings only

Settling claims - How we deal with your claim

If **you** claim for loss or damage is covered under Section One – Buildings, **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
- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or loss has been reinstated

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair

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.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

Your sum insured

We will not reduce the sum insured under Section One – Buildings after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

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 proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees.

Section Two – Landlords Contents

This part of the policy wording sets out the coverage **we** provide for the **landlords contents** at the **premises**

Level 1 - The following perils are applicable if coverage Level 1 is stated within the **schedule**.

What is covered	What is not covered
This insurance covers the landlords contents for loss or damage directly caused by:	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule

Section Two – Landlords Contents

This part of the policy wording sets out the coverage **we** provide for the **landlords contents** at the **premises**

Level 2 - The following perils are applicable if coverage Level 2 is stated within the **schedule**.

What is covered	What is not covered
This insurance covers the landlords contents for loss or damage directly caused by:	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage to landlords contents in the open c) for loss or damage to landlords contents caused by frost d) for loss or damage caused by a rising groundwater or a change in the water table level
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage unless the water supply is turned off at the mains c) for loss or damage to landlords contents caused by wet or dry rot d) for loss or damage caused by the failure or lack of grout and/or sealant e) any amount over ten percent (10%) of the landlords contents sum insured or five thousand pounds (£5,000), whichever is the lesser, unless otherwise stated in the schedule
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 excess shown in the schedule

6. Theft or attempted theft	a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) for loss or damage caused by any person lawfully on the premises d) for loss or damage to money, certificates, documents or valuables e) for any high risk items f) any amount over five hundred pounds (£500) for landlords contents within any detached domestic outbuildings and garages within the premises
7. Collision by any vehicle or animal	a) the excess shown in the schedule
8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	a) the excess shown in the schedule b) for loss or damage unless involving violent and forcible entry to or exit from the property or by deception c) for loss or damage caused by any person lawfully on the premises
9. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage to fixed fuel-oil tanks, drives, walls, gates and fences unless the premises are also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the property are damaged at the same time by the same event d) for loss or damage arising from faulty design, specification, workmanship or materials e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f) for loss or damage caused by coastal or riverbank erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking
10. Falling trees, telegraph poles or lampposts	a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises

Conditions that apply to Section Two – Landlords Contents only

Settling claims - How we deal with your claim

If **you** claim for loss or damage to **landlords contents**, **we** will at **our** option repair, replace or pay for any article covered under Section Two – Landlords Contents.

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

Your sum insured

We will not reduce the sum insured under Section Two – Landlords Contents after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **landlords contents** at the time of loss or damage is more than **your** sum insured for the **landlords contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have for **your landlords contents** insurance is equal to 75% of what the premium would have been if **your landlords contents** sum insured was enough to replace the entire **landlords contents** as new, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

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

Section Three – Property Owners Liability

This section is applicable to all policies

We will cover **you** for your legal liability as property owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to **property** caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**

We will not pay in respect of other liability covered under Section Three more than two million pounds (£2,000,000) in all unless otherwise stated in the **schedule** 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.

What is covered	What is not covered
We will compensate you; - as owner for any amounts you become legally liable to pay as damages for bodily injury - for damage to property caused by an accident happening at the premises during the period of insurance	We will not compensate you for any liability; - for the excess shown in the schedule - for bodily injury to: you - any person who at the time of sustaining such injury is engaged in your service or employed by you - for bodily injury arising directly or indirectly from any communicable disease or condition - arising out of any criminal or violent act to another person - for damage to property owned by or in the charge or control of: you - any other person lawfully on the premises - any person engaged in your service or employed by you - arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership - which you have assumed under contract and which would not otherwise have attached - arising out of your ownership, possession or use of: - any motorised or horse drawn vehicle other than - domestic gardening equipment used within the premises and - pedestrian controlled gardening equipment used elsewhere - any power operated lift

What is covered	What is not covered
	iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal i) in respect of any kind of pollution and/or contamination other than: • caused by 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 • reported to us not later than thirty (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 j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k) if you are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted l) the award of any court outside the United Kingdom, the Channel Islands or the Isle of Man
Defective Premises Act 1972 Extension We will compensate you for 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 the premises disposed of by you, occurring during the period of insurance	a) any amount in excess of two million pounds (£2,000,000) b) if you are entitled to compensation under any other insurance c) the cost of repairing any defect or alleged defect

