

Residential property owners' insurance policy

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Underwritten by

Amlin

Agreement between us and you

We will pay for any loss, damage, legal liability, costs or expenses described in this policy arising from events happening during the **period of insurance** for which **we** have accepted a premium.

The proposal and declaration, together with any other information supplied to **us** by **you** in connection with this insurance forms part of the contract between **us** and **you**.

This policy should be read together with **your schedule** and any **endorsements**.

Thank you for entrusting this insurance through Click4quote.com
Click4quote.com is a trading name of Aston Scott Ltd. Authorised and regulated by the Financial Conduct Authority (Reg No. 308048). For your protection, telephone calls may be recorded or monitored.

Registered office: Malling House, West Malling, Kent, ME19 6QL

Registered in England and Wales No. 1341849

Policy document and disputes

Please read this policy, statement of fact and **your schedule** carefully and refer any queries to Click4quote.com, and **we** will be happy to advise and take any action.

If, however, there is a dispute that cannot be resolved, **you** are entitled to refer the matter as described under the heading "COMPLAINTS PROCEDURE" on page 4.

The cover included

This policy is divided into a number of sections with optional covers. To find which sections and options are in force, **you** should check **your schedule** which is enclosed with this policy. **Your schedule** also tells you how much **you** are insured for.

How much to insure for

It is up to **you** to make sure that the amount **you** insure for represents the full value of the property concerned.

For **buildings**, this means the full cost of rebuilding **your** property, including any outbuildings, plus an amount for any additional charges which could be incurred in rebuilding, such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **contents**, this means the cost of replacing **your** property as new.

REMEMBER - if you do not insure for the full value of your property your claims payment may be reduced.

Changes in your circumstances

This policy has been based on the information **you** have given **us**. **You** must tell us immediately of any changes to this information, including the nature of tenants at each property, any **unoccupancy** or illegal occupancy at any property. If **you** buy a new property that needs to be insured or if **you** sell any insured property or need to increase the value of **your** property, **you** can change amounts insured at any time, **you** do not have to wait for renewal. **You** must also tell **us** if **you**, any director, or any other persons living with **you**, are convicted of any offence (other than driving offences) or are declared bankrupt. If there is any change of circumstances **we** may revise the terms and conditions of this policy with effect from the date of change.

REMEMBER - failure to notify us of changes may affect any claim you make.

How to make a claim

First, please read this policy and **your schedule** to check that **you** are covered, then the claims notification procedure on page 10 of this policy. **You** should then ask for a claim form on which **you** should provide as much information as possible to ensure that **your** claim can be dealt with quickly by all concerned.

REMEMBER - do not hesitate to contact Click4quote.com for assistance.

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COMPLAINTS PROCEDURE

It is always **our** intention to provide you with a first class standard of service. However, **we** recognise things can sometimes go wrong. When this happens, **our** aim is to ensure that all aspects of **your** complaint are dealt with promptly, efficiently and fairly.

Many concerns can be resolved straight away so if any problem arises regarding the sale or administration of this policy or **your schedule**, **you** should firstly discuss this with Click4quote.com by communicating directly to:-

Andrew G Scott ACII, Chairman, Aston Scott Ltd, Malling House, West Malling, Kent, ME19 6QL, telephone number 01732 220220

or if the complaint concerns the terms of the and conditions of your policy your complaint may be passed to us. You may contact us at :-

Amlin UK, Amlin House, Parkway, Chelmsford, Essex CM2 0UR
Telephone: 01245 396396

We will ring **you** or write to **you** within 5 working days of receiving **your** correspondence. If **we** cannot resolve the problem by then, **we** will let **you** know when **we** will be able to resolve it.

We will tell **you** if **we** need any more information from **you** or if **we** are contacting people outside the company to obtain further information.

We aim to resolve all complaints within 20 working days of receiving them.

If **your** complaint has not been resolved to **your** satisfaction, **you** may ask Policyholder and Market Assistance at Lloyd's to review **your** case, using the contact details below.

Policyholder and Market Assistance, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: 0207 327 5693
Fax: 0207 327 5225
E-mail: complaints@lloyds.com

If **we** or Lloyd's are unable to resolve **your** complaint to **your** satisfaction within 8 weeks or if **you** remain dissatisfied following receipt of the final response letter, **you** may be able to ask the Financial Ombudsman Service (FOS) to formally review **your** case. **You** must contact the FOS within 6 months of the final response. This is a free and impartial service and will not affect **your** legal rights.

Important note: The FOS can only consider **your** complaint if **you** have already given **us** the chance to resolve it.

The FOS contact details are as follows.

Financial Ombudsman Service, Exchange Tower London E14 9SR

You can telephone for free on
0800 234 567 for people phoning from a "fixed line" (for example, a landline at home).
0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.
 or
E-mail: complaint.info@financial-ombudsman.org.uk

The FOS can help with most complaints if **you** are

- a consumer.
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million.
- a charity with an annual income of less than £1 million.
- a trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the FOS will consider **your** complaint, please contact them directly for further information.

Compensation

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations to **you**. This depends on the type of business and the circumstances of the claim. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on **0800 678 1100** or **0207 7421 4100**.

DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase which has a definition is printed throughout this policy in bold type.

Accidental	Violent, unforeseen, external and visible means which occurs at an identifiable time and place independent of all other causes.
Act of terrorism	Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other Government de jure or de facto.
Buildings	<p>The residence, including</p> <ol style="list-style-type: none"> 1) interior decorations, permanently fitted landlords fixtures and fittings, permanently fitted solar panels, permanently fitted flooring and carpets (i.e. glued) , permanently fitted hot tubs; 2) domestic fixed fuel oil tanks, garden walls, patios, terraces, hedges, gates, fences, paths, drives, car parks, cess pits and septic tanks; and 4) outbuildings, swimming pools, squash and tennis courts and gymnasias, used by residents for domestic and leisure purposes <p>all owned by you or for which you are legally responsible within the boundaries of the residence. Buildings does not include radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts.</p>
Computer virus	A corrupting instruction that propagates itself via a computer system or network.
Contents	<ol style="list-style-type: none"> 1) Domestic furniture and furnishings, fixtures , fittings and carpets not permanently fitted, floating laminate or wooden flooring and satellite dishes, receiving aerials and their fittings and masts contained in, or fixed to, the residence where you are providing accommodation other than for your own use; and 2) items in outbuildings, garages or sheds which are situated on land belonging to the residence up to £500 in total <p>all owned by you or for which you are legally responsible within the boundaries of the residence. Contents does not include valuables, money, credit cards, property more specifically insured by this or any other policy, pedal cycles, vehicles, aircraft, boats, boards, water craft, hover craft, caravans, trailers or parts, spares and accessories of these, the buildings or items such as wallpaper or ceilings, landscaped gardens or ponds or fountains.</p>
Costs and expenses	<ol style="list-style-type: none"> 1) All costs and expenses recoverable by any claimant from you; 2) the costs and expenses incurred with our written consent for <ol style="list-style-type: none"> a) representation at any coroner's inquest or inquiry in respect of any death; and b) the defence of proceedings in any court brought against you in respect of breach or alleged breach of statutory duty resulting in injury; and 3) all other costs and expenses of litigation incurred with our written consent.
Credit cards	Bank, charge, cheque, credit, debit and cash dispenser cards.
Damage	Loss or damage.
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.
Employee	<ol style="list-style-type: none"> 1) Any person under a contract of service or apprenticeship with you; 2) any labour master or labour only sub-contractor or person supplied by any of them; 3) any self employed person; 4) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by you; and 5) any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme <p>whilst engaged in working for you in connection with the buildings or contents insured by this policy or the land.</p>
Endorsement	A change in the terms of this policy.
Excess	First part of any claim which you must pay applied separately per section, per residence detailed in the schedule .

Heave	Upward and/or lateral movement of the site on which your residence stand caused by swelling of the ground.
Injury	Death, bodily injury, illness or disease.
Land	Land belonging to the residence .
Landslip	Downward movement of sloping ground.
Money	Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.
Period of insurance	Period shown in your schedule and any further period for which you have paid, or have agreed to pay and we have accepted, or have agreed to accept, the premium.
Residence	Private dwelling(s) or block(s) of flats, including outbuildings and garages, at the addresses(es) shown in your schedule .
Schedule	Schedule which contains details of this insurance and is supplied with this policy. On renewal and whenever an endorsement is agreed a new schedule will be issued.
Statement of Fact	A summary of facts upon which this contract is formed.
Subsidence	Downward movement of the site on which the residence stands by a cause other than weight of the buildings themselves.
Territorial limits	The United Kingdom, the Channel Islands and the Isle of Man.
Unoccupied	At the start of, or for more than 30 consecutive days during, the period of insurance , part or the whole of the property 1) is not furnished for normal occupation; or 2) is furnished for normal occupation, but has not been lived in by any person with your permission. Please read the Conditions section as certain requirements apply after 14 days of unoccupancy. Additionally, please note changes in cover as stated in this wording and/or endorsed on your schedule .
Valuables	Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.
We/us/our(s)/ourselves	Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited
You/your/yourself	Person(s) company(ies) or entity named in your schedule .

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This policy does not cover the following.

A) General

Any loss, **damage**, legal liability or **costs and expenses** directly or indirectly caused by, contributed to or arising from

1) Radioactive contamination

- a) ionising radiations from, or contamination by radioactivity from, any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2) War and terrorism risks

war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or **act of terrorism**.

Damage or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

3) Sonic bangs

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which results from any of standard perils 1-9 of Section 1 - Buildings.

5) Date recognition failure

the failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software, whether **your** property or not correctly to

- a) recognise any date as its true calendar date;
- b) capture, save, retain or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than its true calendar date; or
- c) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which results from any of standard perils 1-12 of Section 1 - Buildings.

B) Land

Any loss (including loss of value) of or **damage** to the **land** or any part of the **land**.

C) Loss in value

Loss in value of any property following repair or replacement.

D) Computer virus(es) and electronic data

In respect of Sections 1 and 2 of this policy only, **damage** directly or indirectly occasioned by or happening through or in consequence of **computer virus(es)**, or from erasure or corruption or alteration of **electronic data**.

E) Contractors

Damage or liability caused by the activities of contractors at the **residence**, including where **you** are working in **your** capacity as a professional tradesman.

F) Defective construction or design

Damage or liability connected to faulty or poor design, workmanship or materials.

G) Wear and Tear

Damage by corrosion, rusting, damp or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

H) Criminal activities

Damage caused as a result of the **residence** being used for criminal activities.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

A) Reasonable care and notification of change

- a) If **you** have not taken all reasonable steps to prevent accidents or **damage** and maintain the property in a sound condition and good repair, **we** shall not be liable to make any payment under this policy.
- b) If the property is let, **you** must comply with all regulations and statutory conditions regarding the letting of the **residence** including but not limited to
 - i) the number of persons legally allowed to reside at the **residence**;
 - ii) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended);
 - iii) having the minimum legal number of smoke detectors, fire extinguishers and fire blankets installed at the **residence**; and
 - iv) holding (if applicable) an appropriate licence issued by the local authority for the **residence**.
- c) If the property is let, **you** must ensure that
 - i) all gas appliances at the Residence comply with the Gas Safety (Installation and Use) Regulations 1998 and a copy of the annual safety check record (completed by a Gas Safe registered contractor) is retained for a minimum of 2 years; and
 - ii) all electrical appliances at the Residence comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994.
- d) If the property is let, **you** must immediately inform **us** if the **residence** becomes illegally occupied or if **you** intend issuing eviction proceedings against **your** tenant.
- e) If the property is let, **you** must immediately inform **us** of any change in the type of tenants at the **residence** from that last disclosed to **us**, if **you** move into the **residence** or if it becomes **unoccupied**.
- f) **You** must immediately inform **us** if any structural changes are to be made at the **residence**, if the **residence** is to be demolished or if the **residence** becomes subject to compulsory purchase.

B) Cancellation

- 1)
 - a.) By written notice from **you** within 14 days of purchase or from receiving **your** documents, whichever is the later.
You will be entitled to a full refund of any premiums paid or if the **period of insurance** has commenced a pro-rata refund based on the period of cover, minus an additional charge to cover administrative costs subject to paragraph 4) below.
 - b.) By written notice from **you** outside of the first 14 days as per 1 a) above.
We will allow a refund of premium for the period to expiry date. A minimum charge of 3 months' cover will apply and an additional charge to cover administrative costs, subject to paragraph 4) below.
- 2) If **you** pay **your** premium by direct debit under a credit agreement and there is any default in payment, **we** reserve the right to cancel this policy in accordance with the terms of **your** credit agreement and/or paragraph 3) below. No refund of premium or credit charge will be due when cancellation takes place in these circumstances, subject to paragraph 4) below.
- 3) We may cancel this insurance where there is a valid reason by giving you 30 days' notice in writing. Valid reasons for cancelling **your** policy include but are not limited to;
 - failure by **you** to adhere to your obligations under the conditions of this policy
 - non payment of premium
 - non cooperation or failure to provide relevant information
 - non provision of evidence of no claims discount
 - failure to take reasonable care of property
 - reasonable suspicion of fraud
- 4) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

C) Other insurance

If any **damage**, liability, costs or expenses covered by this policy is insured elsewhere, **we** will only pay **our** rateable proportion of any claim.

D) Fraud

You should not act in a fraudulent manner. If **you** or anyone acting for **you** make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect, make a statement in support of a claim knowing the statement to be false in any respect, submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any loss or damage caused by **your** wilful act or with **your** description, **we** will not pay the claim and not pay any other claim which has been or will be made under this policy and at **our** option declare the policy void. **We** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date. **We** shall not return premium and **we** may inform the police of the circumstances.

E) Governing law

There is a choice of law for this insurance, but unless **we** agree otherwise, English law applies.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

A) Notification of claims

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **our** option, result in **your** claim being invalid.

1) Damage to property

In the event of **damage** to property likely to result in a claim **you** must

- a) immediately report to the police any theft, malicious damage, vandalism or loss of property;
- b) advise **us** as soon as possible and at **your** expense provide full written details and proofs that **we** require;
- c) take all reasonable steps to minimise **damage** and take all practical steps to recover lost property and discover any guilty person; and
- d) 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.

2) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- a) advise **us** immediately and as soon as possible provide full written details and any assistance that **we** require;
- b) immediately send to **us** any letter, writ, summons or other legal document issued against **you** without answering it; and
- c) not negotiate, pay, settle, admit or deny any claim without **our** written consent.

B) Conduct of claims

1) Our rights

In the event of a claim **we** may

- a) enter into and inspect any **buildings** where the **damage** has occurred and take charge of any damaged property - no property may be abandoned to **us**; and
- b) take over and control any proceedings in **your** name, for **our** benefit, to recover compensation from any source or defend proceedings against **you**.

2) Recovery of lost or stolen property

If any lost property is recovered, **you** must let **us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **you** must take it back and **we** will then pay for any **damage**.

If the property is recovered after payment of the claim it will belong to **us**, but **you** will have the option to retain it and refund any claim payment to **us**.

MAKING A CLAIM

If **you** need to notify **us** of a claim, or of any circumstances or incident which may cause a claim, in the first instance **you** should contact Click4Quote.com.

Customer Services	03450 89 90 91
Claims (8:30am to 5:30pm)	03450 89 90 91
Out of Hours Claims Assistance	0845 070 9500

At the time of making a claim, please have **your** policy number as stated on **your schedule**, the insured **residence** address and postcode.

For existing claims advice and assistance, please call our Loss Adjuster on **0845 072 3135** Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

If **you** require immediate assistance to deal with emergencies at the **residence** such as a burst pipe, **you** can use the Domestic Assistance helpline as provided under section 5. **You** are responsible for the call out charge and the cost of any work. However if the **damage** is covered under **your** policy, **you** can claim this back minus any applicable **excesses**.

SETTLEMENT OF CLAIMS

Under insurance

If the sum insured is less than the full replacement cost, **we** will only pay the same proportion of the **damage** as the sum insured bears to the full replacement cost. For example, if the sum insured represents only half of the full replacement cost, **we** will only pay for one half of the amount lost or damaged. If the sum insured declared is less than 80% of the true rebuild cost, **we** reserve the right to repudiate **your** claim.

The full replacement cost is as follows.

For **buildings**, the full cost of rebuilding **your** property, including any outbuildings, plus an amount for any additional charges which could be incurred in rebuilding, such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **contents**, the cost of replacing all **your** property as new.

The maximum amount payable by us for any one claim

The most **we** will pay is the limits shown in this policy or the sum (or sums) insured shown on the **schedule**.

Excess

When **we** pay your claim, we will take off the **excess(es)** as shown in **your schedule**. This does not apply to any cover which provides liability cover to others.

Automatic reinstatement

The sum (or sums) insured will not be reduced by the amount paid under a claim providing **you** implement without delay any requirements made by **us**.

Loss in value

We will not pay for loss of value of the property after the damaged parts has been repaired, replaced or reinstated.

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items forming part of a set, suite or other article of a uniform nature, colour or design (including carpets), when **damage** occurs within a clearly identifiable area or to a specific part.

Buildings

We will decide whether to repair, replace or reinstate the damaged part of the **buildings**. **We** may do this by using one of **our** suppliers or by cash settlement.

We will pay the reasonable cost of the work, including any professional, demolition or local-authority costs or fees **we** have agreed, as long as the work is finished without delay and provided that the declared sums insured represents the full cost of reinstatement and the property has been maintained in a good condition.

If **we** are able to replace property, payment will be limited to the cost of replacement by **our** preferred supplier.

We will not pay more than the cost of the repair or replacement and in no circumstance more than the sum insured stated on the **schedule**.

Contents

Provided that the declared sums insured is not less than the full replacement cost, **we** will at **our** option

- 1) replace the item(s) as new;
- 2) pay the cost of repair for items which can be economically repaired; or
- 3) pay the full cost of an equivalent replacement.

If **we** are able to replace property, payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear and loss in value will be made for

- household linen.
- where **you** have chosen not to repair or replace an item.

SECTION 1 - BUILDINGS

Your schedule states if this section is in force

We will pay for the following.

We will not pay for the following.

A) The standard perils

Damage to buildings caused by

- | | |
|---|--|
| <ol style="list-style-type: none"> 1) fire, lightning, explosion, earthquake, aircraft and other aerial devices or items dropped from them. 2) smoke. 3) storm or flood.
 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
 5) theft or attempted theft involving forcible and violent entry or exit.
 6) riot, violent disorder, strike, labour or political disturbance or civil commotion.
 7) malicious damage. | <ol style="list-style-type: none"> 2) Damage resulting from any gradually operating cause. 3) <ol style="list-style-type: none"> a) Damage caused by frost. b) Damage caused by rising water table levels c) Damage caused by subsidence, landslip or heave other than as covered under item 8 of this section. d) Damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios, terraces, fences, gates and hedges. 4) <ol style="list-style-type: none"> a) The first £250 or the policy excess whichever is greater of each claim. b) Damage caused while the residence is unoccupied. c) Damage to the installation or appliances themselves. d) Damage to solid floors caused by infill materials settling, swelling or shrinking as a result of oil or water escaping in the residence. e) Damage to domestic fixed fuel-oil tanks or water tanks and swimming pools. f) Subsidence, heave or landslip caused by water escaping from the property. g) Damage arising from frost damage in garages or outbuildings. h) Damage caused by gradual emission. i) Damage by the lack or failure of grout and/or sealant around baths and showers. 5) <ol style="list-style-type: none"> a) Damage by any tenant or person lawfully at the residence. b) Damage caused while the residence is unoccupied. 6) <ol style="list-style-type: none"> a) Damage by any tenant or person lawfully at the residence. b) Damage caused while the residence is unoccupied. 7) <ol style="list-style-type: none"> a) Damage by any tenant or person lawfully at the residence. b) Damage unless caused by violent and forcible entry. c) Damage caused while the residence is unoccupied. |
|---|--|

We will pay for the following.	We will not pay for the following.
8) subsidence or heave of the site upon which the buildings stand, or landslip .	8.a) The first £1,000 or specific higher excess as shown on your schedule of each claim.
	b) Damage to domestic fixed fuel-oil tanks, ornamental ponds and fountains, greenhouses, paths, drives, terraces, patios, walls, gates, fences, hedges, swimming pools and tennis courts unless the foundations beneath the external walls of the buildings are damaged at the same time by the same cause.
	c) Damage <ul style="list-style-type: none"> i) due to coastal or river erosion; ii) resulting from demolition, alteration or repair groundwork or excavation; iii) resulting from faulty workmanship, the use of defective materials or plans or inadequate foundations which do not meet building regulations current at the time of construction; iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the buildings are damaged at the same time, by the same cause; v) resulting from the bedding down of new structures or settlement of made up ground; vi) for which compensation has been provided, or would have been but for the existence of this insurance, under any contract or guarantee; or vii) which originated before this policy came into effect.
9) freezing or forcible or violent bursting to any fixed domestic or heating installation in the residence .	9) Damage caused while the residence is unoccupied .
10) collision involving aircraft, aerial devices or anything dropped from them, vehicles, trains or animals.	10) a) Damage caused by domestic pets. b) Damage caused by the tenant.
11) falling trees, branches, lamp-posts or telegraph poles.	11) a) Damage to gates, fences or hedges. b) Damage caused by felling or lopping.
12) falling satellite dishes, receiving aerials and their fittings or masts.	12) Damage caused to them.
13) accidental breakage of fixed glass, sanitary ware, solar panels and ceramic hobs all forming part of the buildings .	13) Breakage caused while the residence is unoccupied .
14) accidental damage to underground services to the residence for which you are legally liable.	14) Damage resulting from <ul style="list-style-type: none"> a) clearing, or attempting to clear, a blockage; b) wear and tear or any gradually operating cause; or c) fault or limit of design, manufacture, construction, installation or coming to the end of serviceable life.

B) Accidental damage optional extension
Your schedule states if this is in force.

Accidental **damage** to the **buildings**.

C) Theft and malicious damage optional extension
Your schedule states if this is in force.

Theft, attempted theft and malicious **damage** by **your** tenant or persons lawfully at the **residence**.

B)

- 1) The cost of maintenance.
- 2) **Damage**
 - a) specifically excluded elsewhere in this section;
 - b) caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;
 - c) caused by faulty workmanship or design, the use of defective materials, building renovations, alterations, extensions or repairs;
 - d) caused by settlement or shrinkage of the **buildings**;
 - e) by mechanical, electrical fault or breakdown; or
 - f) caused while the **residence** is **unoccupied**.

C)

- 1) a) **Damage** caused while the **residence** is **unoccupied**.
- b) amounts recoverable from the tenants deposit.

Additional covers

The following additional covers apply which shall be subject to the exclusions to this section and the general exclusions to this policy.

1) Additional costs and expenses

The additional costs of

- a) architects', surveyors', and other professional fees;
- b) clearing debris, demolition or shoring or propping up; and
- c) complying with government or local authority requirements necessary as a result of **damage** insured by this section.

We will not pay for the following.

- i) fees incurred for preparing any claim under this policy.
- ii) costs for complying with requirements notified before the **damage** occurred.

2) Loss of rent and cost of temporary accommodation

Up to 25% of the **buildings** sum insured for

- a) loss of rent payable to **you**;
- b) any ground rent payable by **you**; and
- c) the reasonable costs of necessary temporary accommodation for the owner or lessee if it is not possible to live in the **residence** as a result of **damage** insured by this section, subject to conditions within the lease or tenancy agreement.

We will not pay for the following.

- i) **Damage** while the property is untenanted or **unoccupied** unless there is a signed tenancy agreement to confirm future occupation.
- ii) **Damage** once the **residence** is habitable.

3) Damage to landscaped gardens

Up to £1,000 in any one **period of insurance** for the costs of restoring **damage** to landscaped gardens caused by the emergency services while attending the **residence** as a consequence of **damage** insured by this section.

4) Clearance of drains

The compensation provided by this section extends to include the costs incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers or similar underground service areas for which **you** are responsible in consequence of any peril insured by this section, subject to a limit of liability of £1,000 each and every claim.

5) Trace and access

Up to £1,000 for costs of locating the source of **damage** caused by escape of water at the **residence**, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.

We will not pay for the following.

- i) **Damage** while the **residence** is **unoccupied**.
- ii) The cost of repairing the leak itself.

6) Transfer of interest in the residence

If **you** are selling the **residence**, the purchaser will have the benefit of this section during the period between exchange of contracts and completion, provided that the **residence** is not insured under any other policy.

7) Compensation to owners or lessees

If the **buildings** are occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, any person who is the owner or lessee of any flat managed by **you** will be treated as **you** for the purpose of this section.

8) Contents of common parts

The definition of **buildings** extends to include carpets, curtains, furniture and furnishings owned by **you**, or for which **you** are responsible, whilst contained in the common parts of any one block of flats, subject to a limit of liability of £5,000 any one claim.

9) Emergency access

Up to £1,000 to repair **damage** caused by forced access by the emergency services to deal with a medical emergency or to prevent **damage** at the **residence**.

10) Fire Extinguisher expenses

The necessary and reasonable costs **you** may incur in refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following **damage** at the **residence** by an insured event subject to a limit of all claims during the **period of insurance** of £1,000 in total.

11) Increased metered water charges

Up to £750 for increased metered water charges following an accepted claim under item 4) escape of water in this section.

SECTION 2 - CONTENTS

Your schedule states if this section is in force

We will pay for the following.

We will not pay for the following.

A) The standard perils

Damage to contents caused by

- 1) fire, lightning, explosion, earthquake, aircraft and other aerial devices or items dropped from them.
- 2) smoke.
- 3) storm or flood.
- 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5) theft or attempted theft involving forcible and violent entry or exit.
- 6) riot, violent disorder, strike, labour or political disturbance or civil commotion.
- 7) malicious damage.
- 8) **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**.

- 2) **Damage** resulting from any gradually operating cause.
- 3) a) **Damage** caused by frost.
b) **Damage** caused by rising water table levels.
c) **Damage** caused by subsidence, landslip or heave other than as covered under item 8 of this section.
- 4) a) The first £250 or the policy **excess** whichever is greater of each claim.
b) **Damage** caused while the **residence** is **unoccupied**.
c) **Damage** to the installation or appliance itself.
d) **Damage** to solid floors caused by infill materials settling, swelling or shrinking as a result of oil or water escaping in the **residence**.
e) **Damage** to domestic fixed fuel-oil tanks or water tanks and swimming pools.
f) **Subsidence, heave** or **landslip** caused by water escaping from the property.
- 5) a) **Damage** by any tenant or person lawfully at the **residence**.
b) **Damage** caused while the **residence** is **unoccupied**.
c) Oil unless from a fixed locked tank, up to a maximum of £500.
- 6) a) **Damage** by any tenant or person lawfully at the **residence**.
b) **Damage** caused while the **residence** is **unoccupied**.
- 7) a) **Damage** by any tenant or person lawfully at the **residence**.
b) **Damage** unless caused by violent and forcible entry.
c) **Damage** caused while the **residence** is **unoccupied**.
- 8) a) The first £1,000 or specific higher **excess** as shown or **your schedule** of each claim.
b) **Damage** to domestic fixed fuel-oil tanks, ornamental ponds and fountains, greenhouses, paths, drives, terraces, patios, walls, gates, fences, hedges, swimming pools and tennis courts unless the foundations beneath the external walls of the **buildings** are damaged at the same time by the same cause.

We will pay for the following.

- 9) collision involving aircraft, aerial devices or anything dropped from them, vehicles, trains or animals.
- 10) falling trees or branches, lamp-posts or telegraph poles.
- 11) falling satellite dishes, receiving aerials and their fittings or masts.
- 12) accidental breakage of mirrors, glass tops to furniture, fixed glass in furniture and glass and ceramic hobs in freestanding cookers at the **residence**.
- 13) accidental **damage** to electronic, visual and security equipment used for domestic purposes up to £2,500 per single item for
 - a) satellite dishes, CCTV cameras (closed circuit television), receiving aerials and their fittings and masts fixed to the **residence**.
 - b) radios, televisions, DVD players and recorders, satellite or Freeview decoders and audio and video equipment within the **residence**.

We will not pay for the following.
c) Damage

- i) due to coastal or river erosion;
 - ii) resulting from demolition, alteration or repair, groundwork or excavation;
 - iii) resulting from faulty workmanship, the use of defective materials or plans, or inadequate foundations which do not meet building regulations current at the time of construction;
 - iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the **buildings** are damaged by the same cause and at the same time;
 - v) resulting from the bedding down of new structures or settlement of made up ground.
 - vi) for which compensation has been provided, or would have been but for the existence of this insurance, under any contract or guarantee; or
 - vii) which originated before this policy came into force.
- 9) **Damage** caused by domestic pets.
 - 10) **Damage** caused by felling or lopping.
 - 12) Breakage caused while the **residence** is **unoccupied**.
 - 13) **Damage** caused
 - a) by wear and tear or electrical or mechanical defect or breakdown; or
 - b) while the **residence** is **unoccupied**.
 - c) to computers or computer equipment designed to be portable (including tablets, MP3 players and the like).
 - d) to video cameras, mobile phones, pagers, software, games, music, tapes, discs or records.
 - e) by scratching, chewing, domestic pets, insects, vermin, rot, damp, fungus, atmospheric or climatic conditions, cleaning, repair, alteration, restoration, depreciation, any gradually operating cause or use contrary to maker's instructions.

B) Accidental damage optional extension
Your schedule states if this is in force

Accidental **damage** to **contents** in the **residence**.

C) Theft and malicious damage optional extension

Your schedule states if this is in force.

Theft, attempted theft and malicious **damage** by **your** tenant or persons lawfully at the **residence**.

B)

- 1) **Damage**
 - a) specifically excluded elsewhere in this section;
 - b) caused by wear and tear, domestic pets, insects, vermin, rot, damp, fungus, atmospheric or climatic conditions, cleaning, repair, alteration, restoration, depreciation or any gradually operating cause;
 - c) caused by faulty workmanship or design, the use of defective materials, building renovations, alterations, extensions or repairs;
 - d) by electrical or mechanical breakdown; or
 - e) to glass, china, porcelain in excess of £500.
- 2) **Damage** caused while the **residence** is **unoccupied**.

C)

- 1) a) **Damage** caused while the **residence** is **unoccupied**.
- b) amounts recoverable from the tenants deposit.

Additional covers

The following additional covers apply which shall be subject to the exclusions to this section and the general exclusions to this policy.

1) Loss of rent and cost of temporary accommodation

Up to 25% of the **contents** sum insured for

- a) rent payable by **you** or to **you**; and
- b) the reasonable costs of necessary temporary accommodation for the owner or lessee if it is not possible to live in the **residence** as a result of **damage** insured by this section, subject to conditions within the lease or tenancy agreement.

We will not pay for the following.

- i) **Damage** while the property is untenanted or **unoccupied** unless there is a signed tenancy agreement to confirm future occupation.
- ii) **Damage** once the **residence** is habitable.

2) Loss of keys

Up to £500 for replacing necessary locks, lock mechanisms, keys and keys swatches of

- a) alarms and safes installed in the **residence**; and
- b) external doors and windows of the **residence** following accidental loss or theft of the keys.

3) Metered water and heating oil

Up to £1,000 for accidental loss of metered water or domestic heating oil for which **you** are responsible following accidental **damage** to interior fixed domestic water or heating installations in or on the **residence**.

We will not pay for **damage** caused while the **residence** is **unoccupied**.

4) Emergency access

Up to £1,000 to repair **damage** caused by forced access by the emergency services to deal with a medical emergency or to prevent **damage** at the **residence**.

5) Contents in the open

Up to £250 for **contents** in the open on the **land** belonging to the **residence** for **damage** caused by items covered under this section at the time of **damage**.

We will not pay for **damage** caused while the **residence** is **unoccupied** or to pedal cycles.

SECTION 3 – PUBLIC LIABILITY

Your schedule states if this section is in force

We will pay for the following.

A) Property owners liability

- 1) **Your** legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental loss of or **damage** to property incurred
 - a) as owner (not occupier) of the **buildings** and **land** insured by Section 1 of this policy;
 - b) in connection with any other private residence formerly owned and occupied by **you** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that no other insurance covers the liability.
If Section 1 - Buildings of this policy expires or is cancelled, cover under this paragraph A) 1) b) shall continue for a period of 7 years in respect only of the **residence**.
- 2) **Your** legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental loss of or **damage** to property incurred as owner of the **contents** insured by Section 2 of this policy.

Provided that **our** liability for any one claim or series of claims arising out of any one incident described in 1) and 2) above shall not exceed £2,000,000, plus **costs and expenses**.

B) Compensation to owners or lessees

If the **residence** is occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, **we** will treat as though they were **you**, any person who is the owner or lessee of any flat managed by **you**, provided that the amount payable shall not exceed the limit of liability stated in this section.

C) Pollution

Notwithstanding exclusion A) 4) of this policy, the compensation provided by this section will include pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring provided that such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

We will not pay for the following.

- 1) Liability arising from accidental **injury** to **you**, **your** family or any of **your employees**.
- 2) **Damage** to property which belongs to **you** or for which **you** are responsible.
- 3) Liability arising from the ownership or use of any electronically or mechanically powered vehicle (other than gardening machines), water craft, hovercraft, aircraft, train, caravan or trailer.
- 4) Liability arising from any profession, business or employment **you** or **your** family are engaged in other than in connection with the ownership of the **buildings** and **land** or **contents**.
- 5) Liability arising from any agreement or contract unless liability would have applied anyway.
- 6) Liability arising from the passing on of any infectious disease, or any virus, syndrome or illness.
- 7) Compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.
- 8) Liability arising from any animal.

SECTION 4 – EMPLOYERS LIABILITY

Your schedule states if this section is in force

We will pay for the following.

A) The standard cover

Your legal liability to provide compensation, together with **costs and expenses** incurred with our consent, following accidental **injury** to any **employee** arising out of and in the course of their employment by **you** in connection with the **buildings** insured by this policy, provided that **our** liability for any one claim or series of claims arising out of any one incident shall not exceed £10,000,000, plus **costs and expenses**.

The compensation provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man, but **you** shall repay to **us** all sums paid which **we** would not have been liable to pay but for the provisions of such law.

B) Cross liabilities

If **you** comprise more than one party, **we** will provide compensation to each of **you** in the same manner and to the same extent as if a separate policy had been issued to each of **you**, provided that the amount payable shall not exceed the limit of indemnity applicable to this section.

C) Health and Safety at Work and Corporate Manslaughter defence costs

In the event of

- 1) any act, omission or incident, or alleged act, omission or incident, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom; and
- 2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

we will provide compensation against **costs and expenses** incurred in representing **you** in such proceedings, including

appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident, or alleged act, omission or incident which has been committed during the **period of insurance**, within the territorial limits and in connection with the **buildings** insured by Section 1 of this policy.

Provided that

- a) **our** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one **period of insurance**;
- b) **we** will only compensate **you** where **costs and expenses** arise as a result of any matter which is the subject of compensation under this policy;
- c) **we** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by **us**;
- d) if there is any other insurance or compensation in force covering the same **costs and expenses**, **our** liability shall be limited to a proportionate amount of the total **costs and expenses**, but subject always to the limit of indemnity of £1,000,000; and
- e) this compensation will not apply
 - i) in respect of fines or penalties of any kind;
 - ii) to proceedings consequent upon any **injury** deliberately caused by **you**; and
 - iii) to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

We will not pay for the following.

- 1) Liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement.
- 2) **Injury** caused elsewhere than in the **territorial limits**.
- 3) **Injury** to any **employee** whilst carried in or on, entering or getting into or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.
- 4) Liability for compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.
- 5) **Injury** to any **employee** caused by **act of terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to **employees** and provided that **our** maximum liability for any one claim caused by **act of terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power shall not exceed £5,000,000.

SECTION 5 - DOMESTIC HELPLINE

The services under this section are provided exclusively by MSL Legal Expenses Limited (MSL) through its emergency helpline, which are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

A) Emergency assistance

MSL will provide a referral service to appropriate tradesmen needed when there is an emergency at the **home**.

The service caters for problems such as burst pipes, floods, storm **damage**, fire or break-in and similar emergencies.

Whilst all reasonable care is taken in the selection of tradesmen, MSL cannot accept legal responsibility for any consequences resulting from the use of emergency assistance.

You are responsible for paying all fees and charges of the persons who provide **you** with the assistance provided by the above. However, when **you** have used the domestic assistance service following **damage** to **your home**, it is possible that the cost of work carried out may be claimed under this policy if caused by an insured risk.

Please do not use the helpline to identify insured risks or make claims. If **you** are unsure about what risks **you** are insured for, please contact click4quote.com.

For the helplines described above, please call **01245 396302** quoting reference **Let Home** and **your** policy number.

MSL will not accept responsibility if the helpline services fail for reasons outside its control.

In order to check and improve service standards, MSL may record **your** call.

SECTION 6 - ENDORSEMENTS

Your schedule tells you which Endorsements apply.

The following Endorsements relate to aspects which are fundamental to this policy. You must comply with the conditions in every respect and at all times. If you do not comply, a claim payment may not be made in the event of loss or damage to your property.

Minimum security requirements

This insurance excludes cover for theft from the **residence** unless the under noted minimum protections are fitted.

- a) External doors: 5 lever mortice deadlocks (conforming to British Standard 3621), rim automatic deadlocks or the manufacturers key operated integral multi-point locking system.
- b) Access doors from integral garages: 5 lever mortice deadlocks (conforming to British Standard 3621), rim automatic deadlocks, the manufacturers key operated integral multi-point locking system or in addition to a central locking device, key operating bolts top and bottom opening sections.
- c) Patio doors: In addition to a central locking device, key operating bolts top and bottom opening sections.
- d) Windows: Key operated security locks to all ground floor and other accessible windows.

Alarm requirements

This insurance excludes theft or attempted theft claims under sections 1 and 2 unless:

- a) the burglar alarm is in full and effective operation
 - i) whenever the **building** specified in the **schedule** is left unattended.
 - ii) at night.
- b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of SSAIB (Security Systems Alarm Inspection Board).

Exclusion of subsidence, landslip & heave

This policy does not provide cover under sections 1 & 2 for **subsidence, landslip or heave**.

Exclusion of flood

It is hereby agreed that section 1 and 2 of this insurance do not cover

- a) escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam;
- b) inundation from the sea; or
- c) flood resulting from storm.

Restricted perils (F.L.E.E.A)

Cover under sections 1 & 2 of this policy are restricted to peril 1) - Fire, Lightning, Explosion, Earthquake & Aircraft only.

Non standard construction

It is agreed and understood that the **residence** is of non-standard construction.

Exclusion of extensions

All claims in relation to or connected with extensions being built at the **residence** are excluded until

- a) written confirmation that the extension is wind and water tight with all roof work completed is received; and
- b) the sum insured is adjusted and additional premium paid.

Unoccupied residence photograph requirements

A photograph of each external wall and roof in their entirety is required at the start of this **period of insurance**, at the point any **residence** becomes **unoccupied** and each subsequent renewal.

If **you** fail to supply this, **we** may invalidate any claim **you** make if there is any evidence of misrepresentation.

Flat roof endorsement

Any flat roof at the **residence** must have been inspected, repaired, renovated or replaced no more than two years prior to start of this insurance with bi-annual inspections and action undertaken.

Records of the original and future inspections and repair should be retained for **our** inspection on request.

We will not cover **damage** to any flat roof that is over 15 years old.