



EmberJD

Home Insurance Policy Wording

Index	Pages
Introduction	3
Policy Definitions	4-6
Important: Information About Your Policy	7-8
Important: Information You Have Given Us	9
Insurer’s Data Privacy Notice	10-11
General Conditions applicable to the whole of this insurance	12-13
How To Make A Claim	14
Claims Conditions applicable to the whole of this insurance	14
Claims Limitations and Settlement Provisions	15-17
Defence of Claims	17
What to do if you have a Complaint – Enquiries and Complaints Procedure	18-19
General Exclusions applicable to the whole of this insurance	20-22
Section One – Buildings	23-25
Section One – Additional Benefits	26-28
Section One – Accidental Damage	29
Section Two – Contents	30-31
Section Two – Additional Benefits	32-35
Section Two – Accidental Damage	36
Section Three – Legal Liability	37-39
Section Four – Valuables, Personal Possessions, Pedal Cycles, Money & Credit Cards	40-41

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.

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 policy, 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 in the proposal form or statement of fact.

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

All Sections are underwritten by:

ERGO Versicherung AG, UK Branch

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 3rd Floor, 30 Fenchurch Street, London, EC3M 3AJ.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

T L Dallas (City) Ltd trading as Ember JD Insurance Brokers are authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving and settling refunds.

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 home** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your home**. 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 home** in a good state of repair, and take reasonable steps to avoid loss or damage.

TO MAKE A CLAIM, PLEASE CALL: 0344 856 2088
For full information relating to 'How to make a Claim', please see page 14 of this document.

Policy Definitions

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

Accidental Damage	Unexpected and unintended damage or breakage caused by a single and one-off event resulting from a sudden and external means.
Bodily injury	Bodily injury includes death or disease.
Building(s)	<p>The main structure of the home and;</p> <ul style="list-style-type: none">• fixtures and fittings attached to the home including permanently fitted flooring and fixed solar panels• domestic outbuildings and private garages• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks <p>you own or for which you are legally liable within the premises named in the schedule.</p> <p>Buildings do NOT include:</p> <ul style="list-style-type: none">• carpets (unless they are fitted carpets forming part of communal areas of flats you are responsible for)
Business Equipment	Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer-aided design equipment, telecommunications equipment and office equipment owned by you or which you are legally liable for used in connection with a business that may be run from the home .
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”.
Contents	<p>Household goods and personal possessions, within the home, which are your property or which you are legally liable for.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• fixtures and fittings• carpets but not permanently fitted flooring• property in the open but within the premises up to £1,000 in total• money up to £500 in total• credit cards up to £1,000 in total• pedal cycles up to £750 per cycle• mobile phones up to £750 per phone unless specified within the schedule• business equipment up to £10,000 or 10% of the sum insured for contents whichever is the greater within the home, excluding property more specifically insured under a commercial insurance policy.• deeds and registered bonds and other personal documents up to £2,500 in total• valuables up to £5,000 or 40% of the sum insured for contents whichever is the greater within the home, but limited to £1,500 any one item unless specified in the schedule.• domestic oil in fixed fuel oil tanks up to £2,500

NOTE: The above stated **contents** limits apply **UNLESS** they are shown to be amended in **your schedule** or by **endorsement**.

Contents does NOT include:

- motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any **business equipment** or property held or used for business purposes unless stated within the **schedule**
- any property insured under any other insurance.

Credit cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards held for private or domestic purposes only.
Domestic Staff	A person employed to carry out domestic duties associated with your home and not employed by you in any capacity in connection with any trade profession or employment.
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 payable by you to us as shown in the schedule in the event of a claim.
Furnished	A home furnished enough to be normally lived in, must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Landslip	Downward movement of sloping ground
Money	<ul style="list-style-type: none">• current legal tender, cheques, postal and money orders• postage stamps not forming part of a stamp collection• savings stamps and savings certificates, travellers' cheques• premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Occupant	A person or persons authorised by you to stay in the home overnight.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Possessions	Clothing, baggage, portable electronic equipment, sports equipment and other similar items normally carried about the person and all of which belong to you . Personal Possessions do NOT include:

- **money** and **credit cards**
- pedal cycles

Premises	The address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	This document forms part of this insurance contract and contains details of the premises , the sums insured, 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 years of construction.
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
T L Dallas (City) Ltd	The company who have been authorised by ERGO Versicherung AG, UK Branch to transact insurance business on their behalf. T L Dallas (City) Ltd trading as Ember JD Insurance Brokers are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309361. Registered Office: Dallas House, Low Moor, Bradford, West Yorkshire, BD12 0HF.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.
Unoccupied	The home is left without an occupant for more than 60 consecutive days or is not furnished enough to be normally lived in. If however, the home is shown as being unoccupied in the schedule all applicable unoccupied policy conditions apply from the inception of the policy.
Valuables	Articles of gold, silver, precious metals or stones, watches, gold and silver plated articles, fur, guns, and firearms, curios, antiques, pictures and other works of art, collections of stamps, coins and medals.
We / us / our	ERGO Versicherung AG, UK Branch.
You / your / insured	The person or persons named in the schedule .
Your broker	The insurance broker/agent who placed this insurance on your behalf.

Important: Information About Your Policy

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy purchase date or the date **you** receive full policy documentation, whichever is the later.

If **you** are able to and do cancel within such 14 day period, provided **you** have not made a claim, **your broker** will refund any premiums paid subject to any applicable administrative charges.

Cancellation Conditions

We or **your broker** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**.
- A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **us**.
- **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
- If **you** have acted fraudulent in any way.
- **You** have deliberately or falsely overstated information given to **us**.

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

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**, change occupation;
- if **you**, **your** family 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 contents** that will increase the reinstatement costs;
- about any changes to **your** specified and unspecified items that will increase their value

Please also ensure that **you** review Pages 12 and 13 for other more specific general conditions relating to **your home** whereby it will be necessary to advise **your broker** of changes.

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

The specified and unspecified items sums insured stated in the **schedule** in respect of **valuables** and **personal possessions** must be enough to replace the items as new.

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.

Important: Information You Have Given Us

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.

Insurer's Data Privacy Notice

The privacy and security of **your** personal information is very important to ERGO Versicherung AG UK Branch (**Insurer**). The details provided here are a summary of how **we** process – that is collect, use, share, transfer and store – **your** information.

For **our** full Data Privacy Notice please visit **our** website <http://www.ergoinsurance.co.uk/> or contact **our** Compliance Manager at: **Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ** or by emailing: Compliance@ergo-commercial.co.uk or by telephoning: 0203 3003 7000

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.

Collection of data

The **Insurer** may collect a range of personal and business information supplied by **you** or third parties on **your** behalf. This information may include the following: basic personal details such as **your** name, address, telephone number, date of birth or age, gender, marital status, and additional information about **your** insurance requirements, such as details of **your** Business.

If necessary the **Insurer** may also need to collect and process sensitive personal information relating to individuals who may benefit from the Policy, such as medical history, credit history and/or disclosures about previous unspent criminal convictions.

We will always attempt to explain clearly when and why **we** need this information and the purposes for which **we** will use it and where necessary **we** will obtain **your** explicit consent to use sensitive personal data.

The **Insurer** may also collect data about **you**, **your** Business or the property **we** insure from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal data about others

We may collect data about other individuals, such as Employees, family, or members of **your** household. If **you** give **us** information about another person, it is **your** responsibility to ensure and confirm that **you** have told that person why and how the **Insurer** uses personal data and that **you** have that person's permission to provide that data (including any sensitive personal data) to **us** and for **us** to process it.

Our uses of data

The **Insurer** uses the data **we** collect to operate **our** business and provide the products **we** offer. The information **we** collect may be used for (amongst other purposes) the following: to assess **your** application for a quote or product; to evaluate the risk **you** present; to verify **your** identity; to administer **your** Policy and deliver **our** services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, the **Insurer** may also use data for the following purposes: to collate **your** Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your data

If **you** request a quote, or purchase a product, **your** personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within **our** administrative structure.

Your data may be disclosed when **we** believe in good faith that the disclosure is required by law; necessary to protect the safety of **our** employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Employers' Liability Tracing Office

If **your** Policy provides Employers' Liability cover, information relating to **your** insurance Policy will be provided to the Employers' Liability Tracing Office (**ELTO**) and added to an electronic database, in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011 and subsequent Instruments.

The ELTO database assists individual claimants who have suffered an injury or disease arising out of their course of employment whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers:

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. The database is managed by the ELTO and further information can be found on the ELTO website <http://www.elto.org.uk>.

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or **we** have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

The Insurer will only keep data for as long as it is necessary to continue providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Data Privacy Notice for more information.

Data Subject Rights

You have a number of rights in relation to the information **we** hold about **you**. These rights include but are not limited to the right to a copy of **your** personal information **we** hold; to object to the use of **your** personal information; to withdraw any permission **you** have previously provided; and to complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a more complete list of **your** rights please refer to the full Data Privacy Notice.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of a requirement to fulfil **our** legal and regulatory obligations, or where there is a minimum statutory period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request **we** will always let **you** know **our** reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which the Insurer processes data from those described at the time of collection, **we** will post a notice on **our** website.

General Conditions Applicable To The Whole Of This Insurance

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. It is a condition precedent to liability that **you** must take all steps to prevent any loss, damage or injury.
2. It is a condition precedent to liability that **the premises** must be maintained in a good condition, good state of repair and be structurally sound.
3. It is a condition precedent to liability that **you** must tell **your broker** immediately if **you** stop using the **home** as **your** permanent private residence or change address.
4. It is a condition precedent to liability that **you** must tell **your broker** immediately if **you** regularly leave the **home** unattended by day or night other than for **your** normal job of work.
5. It is a condition precedent to liability that **you** must tell **your broker** immediately if **you** leave the **home** without an **occupant** for more than 60 consecutive days.
6. It is a condition precedent to liability that **you** must immediately inform **your broker** of any change to the occupancy of the **home** from that last disclosed to **us** or if the **home** becomes illegally occupied.
7. It is a condition precedent to liability that **you** must ensure that all protections provided for the security of the **home**, 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.
8. It is a condition precedent to liability that **you** must tell **your broker** before **you** start any refurbishments, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**.
9. It is a condition precedent to liability that **you** must immediately inform **your broker** if the **home** is to be demolished or if the **home** becomes subject to compulsory purchase order.

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.

Additional Conditions Applicable Whilst Any Part Of The Premises Are Let Or Tenanted

1. **You** must comply with all regulations/statutory conditions regarding the letting of the **premises** including, but not limited to –
 - (a) the number of persons legally allowed to reside at the **home**.
 - (b) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - (c) having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **home**.
 - (d) holding (if applicable) an appropriate license issued by the local authority (in which the **home** is located) for the **home**.
2. **You** must ensure that all gas appliances/boilers fitted at the **home** are serviced by an individual on the Gas Safety Register within 30 days of inception of this **insurance** or not more than one calendar year from the date they were last serviced, whichever is sooner.

Thereafter **you** must have them serviced at least once every twelve months. **You** must keep in your possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. **You** will have to produce them for our inspection if **we** ask for them.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dogs. It also places requirements in relations to dogs which are, as described by the Act, dangerously out of control.

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

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.

How To Make A Claim

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

ERGO Versicherung AG, UK Branch per Davies Managed Systems Limited, P.O. Box 2801, Stoke on Trent, Staffordshire, ST4 9DN. Telephone: **0344 856 2088**

The claims helpline is open 24 hours a day, 365 days a year.

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** claims management team at Davies Managed Systems Limited – Telephone: 0344 856 2088, as soon as possible of all incidents that may give rise to a claim. This must be no later than 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 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 7 days of the incident.
2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 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 home** 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 home**.
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.

Claims Limitations and Settlement Provisions

Applicable To Section One – Buildings

Settling claims - How we deal with your claim

If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage;
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form;
- the damage has been repaired or the 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 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. 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**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

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.

Applicable to Section Two - Contents

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under section two.

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

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

The above basis of settlement will not apply to:

- clothes,
- pedal cycles,
- or mobile phones

where **we** will take off an amount for wear and tear and depreciation.

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

Your sum insured

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

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will 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 the sum insured. For example if the premium **you** have paid for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **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 any more than the sum insured for the **contents** of each **premises** shown in the **schedule** including any payments for loss of rent or alternative accommodation.

Seasonal Increase

The **contents** sum insured is automatically increased by 10% during the month of December.

Applicable to Section Three – Legal Liability Parts A, B & C

Limit of insurance

We will not pay more than **£2,000,000** 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.

We will not pay;

- in respect of pollution and/or contamination more than **£2,000,000** in all
- in respect of other liability covered under section three:-
more than **£2,000,000** in all unless otherwise stated in the **schedule** for Parts A and C, **£100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Applicable to Section Three – Legal Liability Part D (Accidents to Domestic Staff)

Limit of insurance

We will not pay more than **£5,000,000** 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.

Applicable To Section Four – Valuables, Personal Possessions and Pedal Cycles

Settling claims - How we deal with your claim

We will at **our** option repair, replace or pay for any article lost or damaged.

If any insured item which is part of a pair or set and has an insured value of £1,500 or over:

- **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
- **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay up to the value of the items listed on **your** policy **schedule**.

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

What to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your broker**.

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

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 our claims specialists Davies Managed Systems Limited ("DMS"). Their contact details are provided below:

Customer Relations
Davies Managed Systems Limited
PO Box 2801
Stoke on Trent
ST4 9DN

Telephone: **01782 339128**

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?

If **your broker** or DMS are not able to resolve **your** complaint satisfactorily by close of business the 3rd working day following receipt of **your** complaint, they will refer **your** complaint to the Complaints Manager at ERGO Versicherung AG, UK Branch, who will send **you** an acknowledgement letter. If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Complaints Manager yourself by writing to:

Complaints Manager
ERGO Versicherung AG, UK Branch
Munich Re Group Offices
Plantation Place
30 Fenchurch Street
London
EC3M 3AJ

Telephone: **0203 003 7130**

E-mail: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

If you remain unhappy

If **we** have not resolved **your** complaint at the end of eight weeks, or if after receiving our final response **you** remain dissatisfied, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business, which has a group annual turnover of less than €2m (approx. £1.6m) and fewer than 10 staff at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or a trustee of a trust which has a net asset value of less than £1m at the time the complainant refers the complaint to the respondent.

General Exclusions Applicable To The Whole Of This Insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

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

c) Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or **your** representatives

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

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

e) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

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

Directly or indirectly caused by or contributed to by or arising from 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.

f) Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

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**.

g) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses 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, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

h) Diminution in Value Exclusion

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

i) Contractors Exclusion

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.

j) 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 the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled

k) Faulty Workmanship Exclusion

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials

l) Wear and Tear Exclusion

We will not pay for:

Any loss or damage caused by wear and tear or any other gradual operating cause

m) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or damage caused by domestic pets, insects or vermin

n) 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.

o) 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.

Section One - Buildings

This part of the policy wordings sets out the cover **we** provide for the **buildings** at the **premises**

Part a) Standard Cover	
What is covered	What is not covered
This insurance covers the buildings 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
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 c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios and terraces, paths, gates and fences d) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule e) for loss or damage to buildings caused by frost f) for loss or damage caused by rising groundwater or a change in the water table level
4. escape of water from and frost damage to 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 c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools d) for loss or damage caused by the failure or lack of grout and/or sealant e) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule f) for loss or damage caused by wet or dry rot g) for repairs to any faulty apparatus or pipe
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 b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule

<p>6. theft or attempted theft</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>c) for loss or damage caused by any person lawfully at the premises</p> <p>d) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry to or exit from</p>
<p>7. collision by any vehicle or animal</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>8. malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>c) for loss or damage caused by any person lawfully at the premises</p>
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</p> <p>c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>d) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>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</p> <p>f) for loss or damage caused by coastal or riverbank erosion</p> <p>g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p> <p>h) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>i) for loss or damage caused by new structures bedding down, settling, expanding or shrinking</p>

<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>11. falling trees, telegraph poles or lamp-posts</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage caused by trees being cut down or cut back within the premises</p> <p>c) for loss or damage to gates and fences</p> <p>d) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>

Section One - Buildings (continued)

Additional Benefits

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>c) for damage caused by chipping, denting or scratching</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>C) additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One</p>	<p>a) any amount over 25% of the sum insured for the buildings damaged or destroyed</p> <p>b) any amount hereunder if a claim has been made for the same event under Section One D) Loss of rent</p> <p>c) any amount in respect of alternative accommodation if the premises are lent, let or sub-let</p> <p>d) for loss or damage while the home is unoccupied</p>

<p>D) loss of rental income for any part of your premises that are let or tenanted which is contractually due to you and which you are unable to recover for a period necessary to repair the buildings following a loss or damage to buildings which is covered under Section One - Buildings</p>	<p>a) any amount over 25% of the sum insured for the buildings damaged or destroyed</p> <p>b) for loss of rent arising from the tenants leaving the buildings without giving you notice</p> <p>c) for loss of rent that the tenants have not paid</p> <p>d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim unless Holiday Let Annex is shown in the schedule and evidence of a rental agreement was in place at the time of the loss</p> <p>e) for loss of rent or any other expenses you must pay to the letting agent</p> <p>f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation</p> <p>g) for loss of rent after the property is fit to be let out</p> <p>h) any amount hereunder if a claim has been made for the same event under Section One C) Alternative accommodation</p>
<p>E) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under Section One</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>F) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section One</p>	<p>a) more than £1,000 in any one period of insurance. If you claim for such loss under Section One or Section Two, we will not pay more than £1,000 in total</p> <p>b) for loss or damage while the property is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>G) anyone buying the home who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>a) if the buildings are insured under any other insurance</p>

<p>H) expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the buildings, which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under Section One</p>	<p>a) more than £5,000 in any one period of insurance b) for loss or damage while the property is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>I) loss or damage to buildings and gardens within your premises caused by forced entry by emergency services attending your premises, to deal with a medical emergency or to prevent damage to the home</p>	<p>a) the excess shown in the schedule b) more than £1,000 in any one period of insurance in respect of damage to gardens</p>
<p>J) loss or damage to trees, plants and shrubs at the premises following damage caused by fire, lightning explosion, theft or attempted theft, any person taking part in violent disorder, riot, civil commotion, strike, labour or political dispute, vandalism or malicious acts, collision by animals or vehicles</p>	<p>a) the excess shown in the schedule b) more than £5,000 in any one period of insurance c) for loss or damage while the property is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>K) costs involved in modifying the buildings where a medical or physical need has arisen following a physical and/or violent assault in the home, on the recommendations contained in a Medical Officer's Report</p>	<p>a) more than £2,500 in any one period of insurance</p>
<p>L) your rent and temporary accommodation costs if your home cannot be lived in because you are prevented from doing so by a responsible authority:</p> <p>a) following damage to a neighbouring property; or</p> <p>b) because of a risk to your health and safety from something external to your home.</p> <p>We will pay the additional costs that we agree to in advance, incurred for a maximum of 30 days in total in any one period of insurance for:</p> <p>i) rent you are responsible for paying; and</p> <p>ii) the cost of similar necessary temporary accommodation for you and that of your domestic pets.</p>	<p>a) For any costs incurred without our permission</p>

Section One - Buildings

Part b) Optional Accidental Damage Extension

The following applies only if the **schedule** shows that **Accidental Damage** to the **buildings** is included.

What is covered	What is not covered
This extension covers	We will not pay
Accidental damage to the buildings	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for damage or any proportion of damage which we specifically exclude elsewhere under section onec) for the buildings moving, settling, shrinking, collapsing or crackingd) for damage while the home is being altered, repaired, cleaned, maintained or extendede) for damage whilst the home is let, tenanted or sub-letf) for the cost of general maintenanceg) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating causeh) for damage arising from faulty design, specification, workmanship or materialsi) for damage from mechanical or electrical faults or breakdownj) for damage caused by dryness, dampness, extremes of temperature or exposure to lightk) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanksl) for any damage caused by or contributed to by or arising from any kind of pollution and/or contaminationm) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule

Section Two - Contents

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

Part a) Standard Cover	
What is covered	What is not covered
This insurance covers the 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
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 property in the open c) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule d) for loss or damage to contents caused by frost e) for loss or damage 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 while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule c) for loss or damage caused by wet or dry rot d) for loss or damage caused by the failure or lack of grout and/or sealant e) for repairs to any faulty apparatus or pipe
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the excess shown in the schedule b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule

6. theft or attempted theft	<p>a) the excess shown in the schedule</p> <p>b) any amount over £5,000 for contents within detached domestic outbuildings and garages</p> <p>c) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>d) for loss or damage caused by any person lawfully on the premises</p>
7. collision by any vehicle or animal	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
8. malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>c) for loss or damage caused by any person lawfully at the premises</p>
9. subsidence or heave of the site upon which the buildings stand or landslip	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>c) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p> <p>f) for loss or damage by coastal or riverbank erosion</p> <p>g) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking</p>
10. falling trees, telegraph poles or lamp-posts	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage caused by trees being cut down or cut back within the premises</p> <p>c) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>

Section Two - Contents (continued)

Additional Benefits

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>A) accidental damage to</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio and visual equipment • radios • home computers <p>all situated within the home</p>	<p>a) the excess shown in the schedule</p> <p>b) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</p> <p>c) for damage to tapes, records, dvds, discs or computer software</p> <p>d) for mechanical or electrical faults or breakdown</p> <p>e) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • free-standing ceramic hobs 	<p>a) the excess shown in the schedule</p> <p>b) for the cost of repairing, removing or replacing frames</p> <p>c) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in Section Two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store or self storage • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit, self storage or furniture store</p>	<p>a) the excess shown in the schedule</p> <p>b) for contents outside the United Kingdom</p> <p>c) for money or credit cards</p> <p>d) any amount over 20% of the sum insured under Section Two for contents in a furniture store</p> <p>e) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>f) for loss or damage by theft unless it involves forcible and violent entry to or exit from the building in which the contents are located</p>

<p>D) rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under Section Two</p>	<p>a) any amount over 25% of the sum insured under section two for the contents of the building damaged or destroyed</p> <p>b) for loss or damage while the home is unoccupied</p> <p>c) any amount hereunder if a claim has been made for the same event under Section Two E) Alternative accommodation</p>
<p>E) additional costs of using alternative accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under Section Two</p>	<p>a) any amount over 25% of the sum insured under section two for the contents of the building damaged or destroyed</p> <p>b) for loss or damage while the home is unoccupied</p> <p>c) any amount hereunder if a claim has been made for the same event under Section Two D) for loss of rent</p>
<p>F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section Two</p>	<p>a) the excess shown in the schedule</p> <p>b) any amount over 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed</p> <p>c) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures and fittings</p> <p>d) for loss or damage arising from subsidence, heave or landslip</p> <p>e) for loss or damage caused by malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion</p> <p>f) for loss or damage while the home is unoccupied</p>
<p>G) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for as tenant only</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the home is unoccupied</p>

<p>H) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • £10,000 for each insured person over the age of majority within the United Kingdom, • £5,000 for each insured person under the age of majority within the United Kingdom at the time of the incident. 	
<p>I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</p>	<p>a) any amount over £750 in total b) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two</p>	<p>a) more than £1,000 in any one period of insurance. If you claim for such loss under Sections One and Two, we will not pay more than £1,000 in total</p>
<p>K) loss or damage to trees, plants and shrubs at the premises following damage caused by fire, lightning explosion, theft or attempted theft, any person taking part in violent disorder, riot, civil commotion, strike, labour or political dispute, vandalism or malicious acts, collision by animals or vehicles</p>	<p>a) more than £5,000 in any one period of insurance</p>
<p>L) personal property of your visitors and domestic staff within the home</p>	<p>a) more than £1,000 any one claim</p>
<p>M) loss or damage to contents temporarily at a boarding school or university halls of residence whilst you are attending further education</p>	<p>a) any amount over £2,500 in total b) theft cover unless following forcible and violent entry or exit from the premises where the contents are located</p>
<p>N) up to £2,500 for gifts in the home relating to a wedding, birthday, anniversary, religious or other celebration for a member of your family including for a period of one month before and one month after the event</p>	<p>a) for damage more specifically excluded under Section Two Contents</p>

<p>O) your rent and temporary accommodation costs if your home cannot be lived in because you are prevented from doing so by a responsible authority:</p> <p>a) following damage to a neighbouring property; or</p> <p>b) because of a risk to your health and safety from something external to your home.</p> <p>We will pay the additional costs that we agree to in advance, incurred for a maximum of 30 days in total in any one period of insurance for:</p> <p>i) rent you are responsible for paying; and</p> <p>ii) the cost of similar necessary temporary accommodation for you and that of your domestic pet(s).</p>	<p>a) for any costs incurred without our permission</p>
<p>P) the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes</p>	<p>a) the first £100 of each and every claim</p> <p>b) for loss or damage caused by any electricity or gas company cutting off or restricting your supply</p> <p>c) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action</p> <p>d) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p> <p>e) more than £750 in any one period of insurance</p>

Section Two - Contents

Part b) Optional Accidental Damage Extension

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

This extension covers	We will not pay
Accidental damage to the contents within the home	<ul style="list-style-type: none">a) the excess shown in the scheduleb) for damage or any proportion of damage which we specifically exclude elsewhere under Section Twoc) for damage to contents within garages and outbuildingsd) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upone) for damage caused by chewing, tearing, scratching or fouling by animalsf) for money, credit cards, documents or stampsg) for damage to contact, corneal or micro corneal lensesh) for damage while the home is lent, let or sub-leti) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating causej) for damage arising out of faulty design, specification, workmanship or materialsk) for damage from mechanical or electrical faults or breakdownl) for damage caused by dryness, dampness, extremes of temperature and exposure to lightm) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contaminationn) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the scheduleo) for loss or damage arising from demolition, structural alteration or structural repair of the building

Section Three - Legal Liability

This part of the policy sets out the cover **we** provide in respect of your legal liability to others

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under Section Two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
We will compensate you	We will not compensate you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for any amount in excess of £2,000,000 unless stated otherwise in the schedule</p> <p>b) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home that are not tenants, lodgers or paying guests • any person who at the time of sustaining such injury is engaged in your service <p>c) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>d) arising out of any criminal or violent act to another person</p> <p>e) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home that are not tenants, lodgers or paying guests • any person engaged in your service <p>f) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>g) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>h) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Section Three - Legal Liability

Part A (continued)

	What is not covered
	We will not compensate you for any liability
	<p>i) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii) any power-operated lift iii) any aircraft or watercraft other than operated rowing boats, punts or canoes iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>j) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>k) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>l) if you are entitled to compensation under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Section Three - Legal Liability (continued)

Part B

What is covered	What is not covered
We will compensate you for	We will not compensate you
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have indemnified you had the award been made against you rather than to you • there is no appeal pending • you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p>b) for any amount in excess of £100,000</p>

Part C

We will compensate you for	We will not compensate you
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 in connection with any home previously owned and occupied by you	<p>a) for any amount in excess of £2,000,000</p> <p>b) for any liability if you are entitled to compensation under any other insurance</p> <p>c) for the cost of repairing any fault or alleged fault</p>

Part D

We will compensate you for	We will not compensate you
amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	<p>a) for any amount in excess of £5,000,000</p> <p>b) for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none"> • from any vehicle outside the premises • from any vehicle used for racing, pace making or speed testing • from any communicable disease or condition <p>c) in Canada or the United States of America after the total period of stay has exceeded 30 days during the period of insurance</p>

Section Four – Valuables, Personal Possessions, Pedal Cycles, Money and Credit Cards

This section sets out the cover **we** provide for **valuables, personal possessions**, pedal cycles, **money** and **credit cards**

The following cover applies only if the **schedule** shows that it is included.

This insurance covers	We will not pay
<p>1) a) Unspecified valuables and personal possessions against physical loss or damage within United Kingdom, Europe and up to 90 days Worldwide.</p> <p>b) Valuables and personal possessions listed in the schedule (including any specification(s) attached to the schedule) against physical loss or damage within United Kingdom, Europe and up to 90 days Worldwide.</p>	<p>a) the excess shown in the schedule</p> <p>b) for damage caused by moth, vermin, dry or wet rot, wear and tear or any gradually operating cause</p> <p>c) for damage from electrical or mechanical faults or breakdown</p> <p>d) any amount over £1,500 (or 50% of the unspecified valuables and personal possessions sum insured, whichever is less) for any one item (including articles forming a pair or set) unless specified otherwise in the schedule or the specification(s) attached to the schedule</p> <p>e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</p> <p>f) for damage to guns caused by rusting or bursting of barrels</p> <p>g) for breakage of any sports equipment whilst in use</p> <p>h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids and dental appliances</p> <p>i) for theft or disappearance of valuables from baggage unless such baggage is carried by hand and under your personal supervision</p> <p>j) any amount over £750 for mobile telephones and computer equipment in any one period of insurance unless otherwise specified in the schedule</p> <p>k) any amount over £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant</p> <p>l) for loss or damage while the home is lent, let or sub-let</p> <p>m) for loss or damage while the home is unoccupied unless Holiday/Second Home, is stated in the schedule</p>

<p>2) Pedal cycles</p> <p>The cost of repairing or replacing your pedal cycles (as described in the schedule) following:</p> <ul style="list-style-type: none"> • theft or attempted theft • accidental damage <p>anywhere in the United Kingdom and Europe</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage to:</p> <ul style="list-style-type: none"> • tyres • lamps • accessories <p>unless the cycle is stolen or damaged at the same time</p> <p>c) for loss or damage due to wear and tear or any gradually operating cause</p> <p>d) for damage from mechanical or electrical faults or breakdown</p> <p>e) for loss or damage while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes</p> <p>f) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</p> <p>g) any amount over £750 per cycle unless the individual cycles has been specified within the schedule</p> <p>h) for loss or damage while the home is unoccupied unless Holiday/Second Home or Extended Unoccupancy is stated in the schedule</p>
<p>3) Money and Credit Cards</p> <p>a) theft or accidental loss of money</p> <p>b) any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)</p> <p>within United Kingdom, Europe and up to 30 days Worldwide provided that;</p> <p>i. within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and</p> <p>ii. you have complied with all other conditions under which your credit card(s) were issued to you</p>	<p>a) the excess shown in the schedule</p> <p>b) to make up any shortages due to error or omission</p> <p>c) for loss of value</p> <p>d) more than £500 in any one period of insurance in respect of money</p> <p>e) more than £1,000 in any one period of insurance in respect of credit cards</p> <p>f) for any loss if you or your family have not complied with the terms and conditions of the issuing authority</p> <p>g) for loss or damage while the home is unoccupied unless Extended Unoccupancy is stated in the schedule</p> <p>h) for loss by theft while the home is lent, let or sub-let</p>

T L Dallas (City) Ltd trading as Ember JD Insurance Brokers, registered in England and Wales No: 02846157.
Registered Office: Dallas House, Low Moor, Bradford, West Yorkshire BD12 0HF.
T L Dallas (City) Ltd are authorised and regulated by the Financial Conduct Authority (FCA No. 309361).

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466.
UK Branch registered in England and Wales, Registration No. BR016401.
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