Residential Property Owners Insurance
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Introduction

This policy wording, schedule and any endorsement applying to your policy forms your insurance document. This document sets out the terms and conditions of the contract of insurance between you and us. You should read this document in full and 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 or to 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 is 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 property against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of your property.

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

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

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

TO MAKE A CLAIM, PLEASE 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 loss or damage caused by a single and one-off event resulting from a sudden and external means.

**Bodily Injury**

Damage to persons caused by accident or disease.

**Building (s)**

The main structure of the **property** and;

- fixtures and fittings attached to the **property** including permanently fitted flooring
- domestic outbuildings and private garages
- permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property** including fixed solar panels

you own or for which you are legally liable within the **premises** named in the **schedule**.

**Buildings** do NOT include:

- carpets (unless they are fitted carpets forming part of communal areas of flats you are responsible for)

**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**

Household goods within the **property**, which you own or which you are legally liable for.

**Contents** includes:

- items in outbuildings, garages or sheds, but within the **premises** up to £1,000 in total
- domestic oil in fixed fuel oil tanks up to £500 which you have paid for
- carpets, but not permanently fitted flooring
- items in the open, within the **premises** up to £250 in total

**Contents** does NOT include:

- motor vehicles, caravans, trailers or watercraft or their accessories
- televisions, satellite decoders, radios, audio equipment and home computers
- money, certificates or documents
- clothing, personal effects, pedal cycles
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.
- any **high risk items**

**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.
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 as shown in the schedule in the event of a claim.

Furnished  A property 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.

High Risk Items  Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches.

Landslip  Downward movement of sloping ground.

Period of insurance  The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.

Premises  The address which is named in the schedule.

Property  The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.

Sanitary Ware  Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule  The schedule forms part of this insurance contract and contains details of you, the premises, the sums insured, the excess, the period of insurance and the sections of this insurance which apply.

Settlement  Downwards 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.

Unoccupied  The property is unoccupied when it has not been lived in for more than 60 consecutive days or is not furnished enough to be normally lived in.

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, we 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.

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.

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.
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**
Important: Information You Have Given Us

Sums Insured

You must ensure the sums insured provided are correct.

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

The 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.

Fair Presentation of Risk

You have a duty to make a fair presentation of all material and relevant facts to us. Providing us with inaccurate information or failing to tell us of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

You must take care when answering any questions we have asked by ensuring that any information provided is accurate and complete. This duty applies at the start of your policy, at any time a variation occurs during the policy period and prior to the renewal of your policy.

We may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

i) deliberate or reckless; or

ii) of such other nature that, if you had made a fair presentation, we would not have issued the policy.

We will return the premium paid by you unless the failure to make a fair presentation is deliberate or reckless.

If we would have issued the policy on different terms had you made a fair presentation, we will not avoid the policy (except where the failure is deliberate or reckless) but we may instead:

i) reduce proportionately the amount paid or payable on any claim, the proportion for which we are liable being calculated by comparing the premium actually charged as a percentage of the premium which we would have charged had you made a fair presentation; and/or

ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as we would have imposed had you made a fair presentation.

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.

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

Please also ensure that you review pages 12 and 13 for other more specific general conditions relating to your property whereby it will be necessary to advise your broker of changes.
Alteration in Risk

Upon being notified of any such alteration in risk by your broker as mentioned under Changes in Circumstances or as set out by the general conditions on pages 12 & 13, we may, at our discretion;

i) continue to provide cover under each applicable section of the policy on the same terms
ii) restrict the cover provided under each applicable or differing sections of the policy
iii) impose additional terms
iv) alter the premium
v) cancel each applicable or differing sections of the policy and/or the policy in its entirety

If you fail to notify your broker of any such alteration, we may;

i) treat the applicable section and the policy as if it had come to an end as at the date of alteration of the risk, returning a proportionate amount of the premium for the unexpired period of insurance, if we would have cancelled this section and the policy had we known of the alteration

ii) treat the applicable section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as we would have applied had we known of the alteration.
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 administrating 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](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 property must be maintained in good condition, a good state of repair and be structurally sound.

3. It is a condition precedent to liability that you must ensure that all protections provided for the security of the property, including all alarm systems and locks, are maintained in good working order and are in full and effective operation.

4. It is a condition precedent to liability that you must immediately inform your broker of any change to the occupancy of the property from that last disclosed to us or if the property becomes illegally occupied.

5. It is a condition precedent to liability that you must immediately inform your broker if the property becomes unoccupied for more than 60 consecutive days.

6. It is a condition precedent to liability that you must immediately inform your broker if the property becomes unoccupied to be sold.

7. It is a condition precedent to liability that you must tell your broker before you start any renovations, conversions, extensions or otherstructural works to the buildings or if there are any changes from those already disclosed to us. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid.

8. It is a condition precedent to liability that you must immediately inform your broker if the property is to be demolished or if the property becomes subject to compulsory purchase order. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid.

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

**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 property/ies including, but not limited to –
   (a) the number of persons legally allowed to reside at the property.
   (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 property.
   (d) holding (if applicable) an appropriate license issued by the local authority (in which the property is located) for the property.

2. You must ensure that all gas appliances/boiler fitted at the property 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 services, 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.
Additional Conditions Applicable Whilst The Property Is Unoccupied

1. It is a condition precedent to liability that you or your representatives must visit the premises for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.

2. Cover in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.

3. It is a condition precedent to liability that all loose material is to be kept clear of the property.

4. It is a condition precedent to liability that where sections of the property are used for commercial and/or business reasons, then all accessible doors and windows of those sections must be sealed against illegal entry with shutters or be boarded up.

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 will be entitled to enter your property or any building where any loss or damage has occurred and deal with the claim. We will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, we may do this in your name and for our benefit but at our expense.

5. You must not dispose of any damaged items before we have had the opportunity to inspect them unless you have been advised by us to dispose of them.

6. It is your responsibility to prove any loss and you must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove your loss we will require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property.

7. You must take care to limit any loss, damage or injury.

8. You must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If you do, we will not pay any part of your fraudulent claim. In addition, we will have the right to:
   (a) treat this policy as terminated from the date of your fraudulent act;
   (b) recover from you any amounts that we have paid in respect of your fraudulent claim.

9. You must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in your claim not being paid and your policy voided.

Failure to comply fully with any of the claims conditions listed above will prejudice you in the event of a claim, which may result in your claim not being paid and your policy voided.
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.

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.

Applicable to Section Three – Property Owners Liability

Limit of insurance
We will not pay in respect of other liability covered under Section Three more than £2,000,000 in all unless otherwise stated in the schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.
What 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, your representatives or any other person lawfully on the premises

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:
Mold, 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 wording sets out the cover we provide for the **buildings** at the **premises**

### Part a) Standard Cover

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>This insurance covers the <strong>buildings</strong> for loss or damage directly caused by the following insured perils;</td>
<td><strong>We will not pay</strong></td>
</tr>
</tbody>
</table>

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, tennis courts, drives, patios and terraces, gates and fences
   - d) for loss or damage while the **property** is **unoccupied**

4. Escape of water from fixed water tanks, apparatus or pipes
   - a) the **excess** shown in the **schedule**
   - b) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 of Section One
   - c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
   - d) for loss or damage while the **property** is **unoccupied**
   - e) for loss or damage to the **property** caused by wet or dry rot
   - f) for loss or damage caused by the failure or lack of grout and/or sealant
   - 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 **property** is **unoccupied**
| 6. Theft or attempted theft | a) the excess shown in the schedule  
b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception  
c) for loss or damage while the property is unoccupied  
d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police  
e) for loss or damage caused by any person lawfully on the premises |
|---------------------------|--------------------------------------------------|
| 7. Collision by any vehicle or animal | a) the excess shown in the schedule  
b) for loss or damage while the property is unoccupied |
|---------------------------|--------------------------------------------------|
| 8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion | a) the excess shown in the schedule  
b) for loss or damage while the property is unoccupied  
c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police  
d) for loss or damage caused by any person lawfully on the premises  
e) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception |
| 9. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslide** | a) the **excess** shown in the **schedule**  
b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the **premises** is also affected at the same time by the same event  
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  
d) for loss or damage arising from faulty design, specification, workmanship or materials  
e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law  
f) for loss or damage caused by coastal or riverbank erosion  
g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions  
h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking  
i) for loss or damage while the **property** is **unoccupied** |
|---|---|
| 10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts | a) the **excess** shown in the **schedule**  
b) for loss or damage while the **property** is **unoccupied** |
| 11. Falling trees, telegraph poles or lamp-posts | a) the **excess** shown in the **schedule**  
b) for loss or damage caused by trees being cut down or cut back within the **premises**  
c) for loss or damage to gates and fences  
d) for loss or damage while the **property** is **unoccupied** |
# Section One - Additional Benefits

<table>
<thead>
<tr>
<th>This section of the insurance also covers</th>
<th>We will not pay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A)</strong> The cost of repairing accidental damage to:</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td>- fixed glass and double glazing (including the cost of replacing frames)</td>
<td>b) for damage caused by chipping, denting or scratching</td>
</tr>
<tr>
<td>- solar panels</td>
<td>c) for loss or damage while the property is unoccupied</td>
</tr>
<tr>
<td>- sanitary ware</td>
<td></td>
</tr>
<tr>
<td>- ceramic hobs</td>
<td></td>
</tr>
<tr>
<td>all forming part of the buildings</td>
<td></td>
</tr>
</tbody>
</table>

| **B)** The cost of repairing accidental damage to: | a) the excess shown in the schedule |
|  - domestic oil pipes | b) for loss or damage to any part of the cables or service pipes within the buildings |
|  - underground water-supply pipes | c) for loss or damage while the property is unoccupied |
|  - underground sewers, drains and septic tanks | |
|  - underground gas pipes | |
|  - underground cables | |
| which you are legally liable for | |

<p>| <strong>C)</strong> Loss of rent contractually due to you 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 | a) any amount over 20% of the sum insured for the buildings damaged or destroyed |
| | b) for loss or rent arising from the tenants leaving the property without giving you notice |
| | c) rent the tenants have not paid |
| | d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim |
| | e) for loss of rent or any other expenses you must pay to the letting agent |
| | f) for loss of rent arising from any part of the property that is used for anything other than domestic accommodation |
| | g) for loss to rent after the property is fit to be let out |
| | h) for loss or damage while the property is unoccupied |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Specified Conditions</th>
</tr>
</thead>
</table>
| D) | Expenses **you** have to pay and which **we** have agreed in writing for | a) the *excess* shown in the *schedule*  
b) any expenses for preparing a claim or an estimate of loss or damage  
c) any costs if Government or local authority requirements have been served on **you** before the loss or damage  
d) for loss or damage while the **property** is unoccupied |
|  | - architects', surveyors', consulting engineers' and legal fees  
  - the cost of removing debris and making safe the **building**  
  - costs **you** have to pay in order to comply with any Government or local authority requirements following loss or damage to the **buildings** which is covered under Section One |
| E) | 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. | a) the *excess* shown in the *schedule*  
b) more than £1,000 in any one *period of insurance*  
c) for loss or damage while the **property** is unoccupied |
|  |  |
| F) | Anyone buying the **property** who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner. | a) the *excess* shown in the *schedule*  
b) if the **buildings** are insured under any other insurance  
c) for loss or damage while the **property** is unoccupied |
| G) | Loss or damage to lawns or gardens as a direct result of the actions arising from the emergency services while attending the **buildings** to deal with an emergency at the **premises** | a) the *excess* shown in the *schedule*  
b) the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established  
c) more than £1,000 in any one *period of insurance*  
d) for loss or damage while the **property** is unoccupied |
| H) | Loss or damage to the **property** caused by the emergency services attending the **premises** | a) the *excess* shown in the *schedule*  
b) more than £1,000 in any one *period of insurance*  
c) for loss or damage while the **property** is unoccupied |
| I) | Expenses **you** have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or re-instating 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. | a) the *excess* shown in the *schedule*  
b) more than £2,500 in any one *period of insurance*  
c) for loss or damage while the **property** is unoccupied |
| J) necessary costs incurred to replace locks and keys to alarms and safes installed in the **home** and to external doors and windows of the **home** following loss or theft of the keys to such locks. | a) more than £250 in any one **period of insurance** |
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.

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>This extension covers</td>
<td><strong>We will not pay</strong></td>
</tr>
<tr>
<td><strong>Accidental damage</strong> to the buildings</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td></td>
<td>b) for damage or any proportion of damage which we specifically exclude elsewhere under Section One</td>
</tr>
<tr>
<td></td>
<td>c) for the buildings moving, settling, shrinking, collapsing or cracking</td>
</tr>
<tr>
<td></td>
<td>d) for damage while the property is being altered, repaired, cleaned, maintained or extended</td>
</tr>
<tr>
<td></td>
<td>e) for the cost of general maintenance</td>
</tr>
<tr>
<td></td>
<td>f) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</td>
</tr>
<tr>
<td></td>
<td>g) for damage arising from faulty design, specification, workmanship or materials</td>
</tr>
<tr>
<td></td>
<td>h) for damage from mechanical or electrical faults or breakdown</td>
</tr>
<tr>
<td></td>
<td>i) for damage caused by dryness, dampness, extremes of temperature or exposure to light</td>
</tr>
<tr>
<td></td>
<td>j) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks and sceptic tanks</td>
</tr>
<tr>
<td></td>
<td>k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</td>
</tr>
<tr>
<td></td>
<td>l) for loss or damage while the property is unoccupied</td>
</tr>
</tbody>
</table>
Section Two - Contents

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

<table>
<thead>
<tr>
<th>Part a) Standard Cover</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is covered</strong></td>
<td><strong>What is not covered</strong></td>
</tr>
<tr>
<td>This insurance covers the contents for loss or damage directly caused by the following insured perils;</td>
<td>We will not pay</td>
</tr>
<tr>
<td>1. Fire and resultant smoke damage, lightning, explosion or earthquake</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td>2. Aircraft and other flying devices or items dropped from them</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td>3. Storm, flood or weight of snow</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td></td>
<td>b) property in the open</td>
</tr>
<tr>
<td></td>
<td>c) for loss or damage while the property is unoccupied</td>
</tr>
<tr>
<td>4. Escape of water from fixed water tanks, apparatus or pipes</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td></td>
<td>b) for loss or damage while the property is unoccupied</td>
</tr>
<tr>
<td></td>
<td>c) for loss or damage caused by wet or dry rot</td>
</tr>
<tr>
<td></td>
<td>d) for loss or damage caused by the failure or lack of grout and/or sealant</td>
</tr>
<tr>
<td></td>
<td>e) for repairs to any faulty apparatus or pipe</td>
</tr>
<tr>
<td>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</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td></td>
<td>b) for loss or damage while the property is unoccupied</td>
</tr>
<tr>
<td>6. Theft or attempted theft</td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td></td>
<td>b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception</td>
</tr>
<tr>
<td></td>
<td>c) for loss or damage caused by any person lawfully on the premises</td>
</tr>
<tr>
<td></td>
<td>d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</td>
</tr>
<tr>
<td></td>
<td>e) for loss or damage while the property is unoccupied</td>
</tr>
<tr>
<td></td>
<td>f) for money, certificates, documents or valuables</td>
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<td></td>
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</tr>
<tr>
<td>7.</td>
<td><strong>Collision by any vehicle or animal</strong>&lt;br&gt;a) the <strong>excess</strong> shown in the <strong>schedule</strong>&lt;br&gt;b) for loss or damage while the <strong>property</strong> <strong>unoccupied</strong></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion</strong>&lt;br&gt;a) the <strong>excess</strong> shown in the <strong>schedule</strong>&lt;br&gt;b) for loss or damage unless involving violent and forcible entry to or exit from the <strong>property</strong>, or by deception&lt;br&gt;c) for loss or damage which <strong>your</strong> lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police&lt;br&gt;d) for loss or damage while the <strong>property</strong> is <strong>unoccupied</strong>&lt;br&gt;e) for loss or damage caused by any person lawfully on the <strong>premises</strong></td>
</tr>
<tr>
<td>9.</td>
<td><strong>Subsidence or heave</strong> of the site upon which the <strong>buildings</strong> stand or <strong>landslide</strong>&lt;br&gt;a) the <strong>excess</strong> shown in the <strong>schedule</strong>&lt;br&gt;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&lt;br&gt;c) 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&lt;br&gt;d) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking&lt;br&gt;e) for loss or damage whilst the <strong>buildings</strong> are undergoing any structural repairs, alterations or extensions&lt;br&gt;f) for loss or damage by coastal or riverbank erosion&lt;br&gt;g) for loss or damage while the <strong>property</strong> is <strong>unoccupied</strong></td>
</tr>
<tr>
<td>10.</td>
<td><strong>Falling trees, telegraph poles or lamp-posts</strong>&lt;br&gt;a) the <strong>excess</strong> shown in the <strong>schedule</strong>&lt;br&gt;b) for loss or damage caused by trees being cut down or cut back within the <strong>premises</strong>&lt;br&gt;c) for loss or damage while the <strong>property</strong> is <strong>unoccupied</strong></td>
</tr>
</tbody>
</table>
### Part b) Optional Accidental Damage Extension

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

<table>
<thead>
<tr>
<th>This extension covers</th>
<th>We will not pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental damage to the contents within the property</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) the excess shown in the schedule</td>
</tr>
<tr>
<td></td>
<td>b) for damage or any proportion of damage which we specifically exclude elsewhere under Section Two</td>
</tr>
<tr>
<td></td>
<td>c) for damage to contents within garages and outbuildings</td>
</tr>
<tr>
<td></td>
<td>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</td>
</tr>
<tr>
<td></td>
<td>e) for damage caused by chewing, tearing, scratching or fouling by animals</td>
</tr>
<tr>
<td></td>
<td>f) any amount for porcelain, china, glass and other brittle articles</td>
</tr>
<tr>
<td></td>
<td>g) for high risk items, money, credit cards, documents or stamps</td>
</tr>
<tr>
<td></td>
<td>h) for damage to contact, corneal or micro corneal lenses</td>
</tr>
<tr>
<td></td>
<td>i) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</td>
</tr>
<tr>
<td></td>
<td>j) for damage arising out of faulty design, specification, workmanship or materials</td>
</tr>
<tr>
<td></td>
<td>k) for damage from mechanical or electrical faults or breakdown</td>
</tr>
<tr>
<td></td>
<td>l) for damage caused by dryness, dampness, extremes of temperature and exposure to light</td>
</tr>
<tr>
<td></td>
<td>m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</td>
</tr>
<tr>
<td></td>
<td>n) for loss or damage while the property is unoccupied</td>
</tr>
<tr>
<td></td>
<td>o) for loss or damage arising from demolition, structural alteration or structural repair of the building</td>
</tr>
</tbody>
</table>
Section Three – Property Owners Liability

This section is applicable to all policies

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

We will not pay in respect of other liability covered under Section Three more than £2,000,000 in all unless otherwise stated in the schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>We will compensate you;</strong></td>
<td><strong>We will not compensate you for;</strong></td>
</tr>
<tr>
<td>1) as owner for any amounts you become legally liable to pay as damages for bodily injury or death;</td>
<td>a) the excess shown in the policy schedule</td>
</tr>
<tr>
<td>2) for damage to property caused by an accident happening at the premises during the period of insurance</td>
<td>b) bodily injury to</td>
</tr>
<tr>
<td></td>
<td>• you</td>
</tr>
<tr>
<td></td>
<td>• any person who at the time of sustaining such injury is engaged in your service</td>
</tr>
<tr>
<td></td>
<td>c) bodily injury arising directly or indirectly from any communicable disease or condition</td>
</tr>
<tr>
<td></td>
<td>d) liability arising out of any criminal or violent act to another person</td>
</tr>
<tr>
<td></td>
<td>e) damage to property owned by or in the charge or control of;</td>
</tr>
<tr>
<td></td>
<td>• you</td>
</tr>
<tr>
<td></td>
<td>• any other person lawfully on the premises</td>
</tr>
<tr>
<td></td>
<td>• any person engaged in your service</td>
</tr>
<tr>
<td></td>
<td>f) liability arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership</td>
</tr>
<tr>
<td></td>
<td>g) which you have assumed under contract and which would not otherwise have attached</td>
</tr>
<tr>
<td></td>
<td>h) arising out of your ownership, possession or use of:</td>
</tr>
<tr>
<td></td>
<td>• any motorised or horse drawn vehicle</td>
</tr>
<tr>
<td></td>
<td>• any power operated lift</td>
</tr>
<tr>
<td></td>
<td>• any aircraft or watercraft other than manually operated rowing boats, punts or canoes</td>
</tr>
<tr>
<td></td>
<td>• any animal</td>
</tr>
</tbody>
</table>

(Exclusions continued over the page)
i) in respect of any kind of pollution and/or contamination other than:

- 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;

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises

k) if you are entitled to compensation under any other insurance, until such insurance(s) is exhausted

l) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man

Defective Premises Act 1972 Extension

We will compensate you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by you, occurring during the period of insurance.

We will not compensate you for;

a) any amount in excess of £2,000,000
b) any liability if you are entitled to compensation under any other insurance
c) the cost of repairing any defect or alleged defect