



EmberJD

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:
Ageas Insurance Limited**

The written authority (which is shown in the **schedule**) allows **T L Dallas & Co Limited** trading as Ember JD Insurance Brokers to sign and issue this policy on behalf of Ageas Insurance Limited.

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 371 2390
For full information relating to 'How to make a Claim', please see page **12** 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**

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 .
T L Dallas & Co Ltd	The company who have been authorised by Ageas Insurance Limited to transact insurance business on their behalf. T L Dallas & Co Ltd trading as Ember JD Insurance Brokers are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 306482. Registered Office: Dallas House, Low Moor, Bradford, West Yorkshire, BD12 0HF.
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	Ageas Insurance Limited .
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 **10** and **11** 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 **10 & 11**, **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

For details of how **we** collect, use and store **your** personal data – please refer to the full Privacy Policy on **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk

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 other structural works to the **buildings** or if there are any changes from those already disclosed to **us**. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid.
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 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.

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:

Ageas Insurance Limited, per **Davies Managed Systems Limited**, P.O.Box 2801, Stoke on Trent, Staffordshire, ST4 9DN. Telephone: **0344 371 2390**

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, 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 the 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**.

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

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

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

If **you** wish to make a complaint about **your** policy administration and documents, **you** should contact **your broker**.

If **you** wish to make a complaint about a claim please contact;

Ageas Insurance Limited, per Davies Managed Systems Limited,

P.O. Box 2801, Stoke On Trent, Staffordshire, ST4 9DN

Telephone: **0344 371 2390**

We promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 8 weeks. If it is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

In the event of contacting **your broker** or Davies Managed Systems Limited **you** remain dissatisfied, then **you** may refer **your** case to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: **08000 234 567** Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

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

General 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, pandemic 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 wording 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 the following insured perils;	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, 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

<p>6. Theft or attempted theft</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception</p> <p>c) for loss or damage while the property is unoccupied</p> <p>d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</p> <p>e) for loss or damage caused by any person lawfully on the premises</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 property is unoccupied</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 property is unoccupied</p> <p>c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</p> <p>d) for loss or damage caused by any person lawfully on the premises</p> <p>e) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception</p>

<p>9. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> 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
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the property is unoccupied
<p>11. Falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> 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

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>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage caused by chipping, denting or scratching c) for loss or damage while the property is unoccupied
<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>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to any part of the cables or service pipes within the buildings c) for loss or damage while the property is unoccupied
<p>C) 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</p>	<ul style="list-style-type: none"> 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>D) 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) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>d) for loss or damage while the property is unoccupied</p>
<p>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.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than £1,000 in any one period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>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.</p>	<p>a) the excess shown in the schedule</p> <p>b) if the buildings are insured under any other insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>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</p>	<p>a) the excess shown in the schedule</p> <p>b) the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established</p> <p>c) more than £1,000 in any one period of insurance</p> <p>d) for loss or damage while the property is unoccupied</p>
<p>H) Loss or damage to the property caused by the emergency services attending the premises</p>	<p>a) the excess shown in the schedule</p> <p>b) more than £1,000 in any one period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>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.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than £2,500 in any one period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>

J) necessary costs incurred to replace locks and keys to alarms and safes installed in the **property** and to external doors and windows of the **property** 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.

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 property is being altered, repaired, cleaned, maintained or extendede) for the cost of general maintenancef) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating causeg) for damage arising from faulty design, specification, workmanship or materialsh) for damage from mechanical or electrical faults or breakdowni) for damage caused by dryness, dampness, extremes of temperature or exposure to lightj) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks and septic tanksk) for any damage caused by or contributed to by or arising from any kind of pollution and/or contaminationl) for loss or damage while the property is unoccupied

Section Two - Contents

This part of the policy wording sets out the cover **we** provide for the **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 the following insured perils;	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) property in the open c) 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 while the property is unoccupied 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 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 caused by any person lawfully on the premises 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 while the property is unoccupied f) for money, certificates, documents or valuables

7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the property unoccupied
8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless involving violent and forcible entry to or exit from the property, or by deception c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d) for loss or damage while the property is unoccupied e) for loss or damage caused by any person lawfully on the premises
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> a) the excess shown in the schedule 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 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 d) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for loss or damage by coastal or riverbank erosion g) for loss or damage while the property is unoccupied
10. Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> 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 while the property is unoccupied

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 property	<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) any amount for porcelain, china, glass and other brittle articlesg) for high risk items, money, credit cards, documents or stampsh) for damage to contact, corneal or micro corneal lensesi) 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 property is unoccupiedo) for loss or damage arising from demolition, structural alteration or structural repair of the buildings

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.

What is covered	What is not covered
<p>We will compensate you;</p>	<p>We will not compensate you for;</p>
<p>1) as owner for any amounts you become legally liable to pay as damages for bodily injury or death;</p> <p>2) for damage to property caused by an accident happening at the premises during the period of insurance</p>	<p>a) the excess shown in the policy schedule</p> <p>b) bodily injury to</p> <ul style="list-style-type: none"> • you • any person who at the time of sustaining such injury is engaged in your service <p>c) bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>d) liability arising out of any criminal or violent act to another person</p> <p>e) damage to property owned by or in the charge or control of;</p> <ul style="list-style-type: none"> • you • any other person lawfully on the premises • any person engaged in your service <p>f) liability arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>h) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> • any motorised or horse drawn vehicle • any power operated lift • any aircraft or watercraft other than manually operated rowing boats, punts or canoes • any animal <p>(Exclusions continued over the page)</p>

	<p>i) 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>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to compensation under any other insurance, until such insurance(s) is exhausted</p> <p>l) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man</p>
<p>Defective Premises Act 1972 Extension</p> <p>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.</p>	<p>We will not compensate you for;</p> <ol style="list-style-type: none"> 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

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