

EMBER J D

PART OF THE JENSTEN GROUP

Residential Unoccupied Property Wording

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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 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 policy, **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.

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

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

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

The written authority (which is shown in the **schedule**) allows **Jensten Insurance Brokers Ltd** trading as Ember JD to sign and issue this policy on behalf of **us**.

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

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

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

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

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

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

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

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

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

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

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

For full information relating to 'How to make a Claim', please see page **11** of this document.

Policy Definitions

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

Bodily Injury	Damage to persons caused by accident or disease
Buildings	The main structure of the property and; • fixtures and fittings attached to the property including permanently fitted flooring • domestic outbuildings and private garages • radio and television aerials, satellite dishes, their fittings and masts which are attached to the property • permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks 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 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.
Excess	The amount payable by you as shown in the schedule in the event of a claim
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, audio equipment, 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 and watches.
Jensten Insurance Brokers Limited	The company who have been authorised by us to transact insurance business on our behalf. Jensten Insurance Brokers Limited trading as Ember JD are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 766281. Registered Office: Beaufort House, 15 St Botolph Street, London EC3A 7BB.
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 .
Refurbishment	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the excess , the period of insurance and the sections of this insurance which apply.
Settlement	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 is not being lived in.
We / us / our	Miramar Underwriting Ltd on behalf of SiriusPoint International Insurance Corporation.
You / your / insured	The person or persons named in the schedule .
Your broker	Jensten Insurance Brokers Ltd trading as Ember JD.

Important: Information About Your Policy

Cooling Off Period

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

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

Cancellation Conditions

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

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

- 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 fraudulently 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**. As this policy only has a duration of either 3-months, 6-months or 9-months, **you** will not be entitled to any return of premium outside of the Cooling Off Period.

Changes in Circumstances

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

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

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

- if **you** change **your** correspondence address and/or contact details;
- if **you**, or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if the **property** is no longer **unoccupied**;
- if any alterations or renovations are planned at the **property** that exceed a value over £50,000 when undertaken by an independent contractor or over £10,000 when undertaken by anyone other than an independent contractor, unless already declared and agreed by us;
- if **you**, 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 Page 10 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Non-payment of premiums

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

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

Financial Services Compensation Scheme (FSCS)

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

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

Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Tel: **0800 678 1100** and **020 7741 4100**

E-mail: enquiries@fscs.org.uk

Website: www.fscs.org.uk

Law and Language Applicable to Contract

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

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

Policy Renewal

We are not bound and are under no obligation to offer a further renewal of this policy.

Important: Information You Have Given Us

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Information You Have Given Us

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

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

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

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

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

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

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

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

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

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.

Insurer's Data Privacy Notice

SiriusPoint International Insurance Corporation Privacy Notice

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

Miramar Underwriting Ltd

Miramar Underwriting Limited act as a Managing General Underwriter of SiriusPoint International Insurance Corporation and is registered as a data controller with the Information Commissioner's Officer. Registration number is Z2168910.

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

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

Why do they process your data?

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

What information do they collect about you?

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

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

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

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

Privacy Notice

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

Alternatively, **You** can write to them at: Data Protection, Miramar Underwriting Limited, 34 Lime Street, London EC3M 7AT

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.

General Conditions Applicable To The Whole Of This Insurance

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

1. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.
2. **You** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 21 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
3. The **property** must be maintained in a good condition, good state of repair and be structurally sound.
4. All loose material to be kept clear of the **property**.
5. Cover (applicable to Level 3 cover only) in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
6. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered.
7. **You** must immediately inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
8. **You** must tell **your broker** before **you** start any **refurbishments**, conversions, extensions or other structural works to the **buildings** that do not fit within the parameters agreed at the inception of the policy, or if different to any subsequent works subsequently disclosed and agreed by **us**.
9. Should the **property** be undergoing structural works or has a commercial element then it is a condition of this policy that all doors and windows be sealed against illegal entry with shutters or are boarded up.
10. **You** must immediately inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

Defective Premises Act 1972

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

For further guidance please see the Office of Public Sector Information Website (www.opsi.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 as follows:

Sections One and Two (Property)

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

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

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

Section Three (Liability)

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

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

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

When contacting **our** claims teams, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Defence of claims

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

Claims Conditions applicable to the whole of this insurance

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

1. **You** must notify **our** appointed claims management teams, as soon as possible of all incidents that may give rise to a claim. This must be no later than 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. **We** 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. Where **we** deem appropriate, **we** may ask **you** for additional assistance in proving **your** claim for certain items or parts of **your** building. It is **your** responsibility to prove any loss and when requested by **us**, **you** must provide **us** with evidence of the value or age (or both) for the specifically identified items that have been included in **your** claim. To help validate **your** claim **we** may therefore 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 amount that **we** have paid in respect of **your** fraudulent claim.

9. 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 Only

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 take an amount off 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 Institute 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 Only

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

POLICY ADMINISTRATION ISSUES

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

Fairweather Insurance Services Limited, Chalfont Hall, Gravel Hill, Chalfont St. Peter, Buckinghamshire, SL9 0NP
Telephone: **01753 882222**

CLAIMS ADMINISTRATION ISSUES

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

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

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

What happens next?

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

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

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** or **your** representatives

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

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

e) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

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

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

f) Contamination and Pollution Exclusion

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

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

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

Epidemic The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

Pandemic A worldwide epidemic of a disease as declared by the World Health Organization.

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

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

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 **property**, 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.

p) Communicable Disease Exclusion

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

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

(a) infectious or contagious disease;

(b) any fear or threat of (a) above; or

(c) any action taken to minimise or prevent the impact of (a) above.

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

q) Illegal or Criminal Acts Exclusion

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

Section One - Buildings

Level 1 – The following perils are applicable if coverage level 1 is stated within the schedule

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule

Section One - Buildings

Level 2 – The following perils are applicable if coverage level 2 is stated within the schedule

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	b) 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 8 of Section One c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) for loss or damaged to buildings caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the excess shown in the schedule
5. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess shown in the schedule

6. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths 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 river 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
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Section One - Buildings

Level 3 – The following perils are applicable if coverage level 3 is stated within the schedule

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess 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 8 of Section One c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) for loss or damage to the buildings caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the excess shown in the schedule
5. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess shown in the schedule

6. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths 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 river 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
7. 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 6 of Section One c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools d) for loss or damage caused by the failure or lack of grout and/or sealant e) for loss or damage to the buildings caused by wet or dry rot f) for loss or damage unless the water is turned off at the mains g) any claim amount over 5% of the building sum insured or £50,000, whichever is the lesser, unless otherwise stated in the schedule
8. 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

9. 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
10. 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 c) for loss or damage caused by any person lawfully on the premises
11. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	a) the excess shown in the schedule b) for loss or damage caused by any person lawfully on the premises c) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception

Section One – Buildings Additional Cover

The additional covers below are applicable to all policies - Levels 1, 2 & 3

This section of the policy also covers;	We will not pay;
A) Expenses you have to pay and which we have agreed in writing for - architects', surveyors', consulting engineers' and legal fees - the cost of removing debris and making safe the building - costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section One	a) the excess shown in the schedule b) any expenses for preparing a claim or an estimate of loss or damage c) any costs if Government or local authority requirements have been served on you before the loss or damage d) any amount over 15% of the buildings sum insured
B) 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) but not if the buildings are insured under any other insurance
C) Loss or damage to the property caused by the emergency services attending the premises	a) the excess shown in the schedule b) any amount over £1,000 in any period of insurance

The following additional covers are only applicable if **Level 3** cover selected

This section of the policy also covers;	We will not pay;
D) The cost of repairing accidental damage to - fixed glass and double glazing (including the cost of replacing frames) - solar panels sanitary ware - ceramic hobs all forming part of the buildings	a) the excess shown in the schedule b) for damage caused by chipping, denting or scratching
E) The cost of repairing accidental damage to - domestic oil pipes - underground water-supply pipes - underground sewers, drains and septic tanks - underground gas pipes - underground cables which you are legally liable for	a) the excess shown in the schedule b) for loss or damage to any part of the cables or service pipes within the buildings

F) 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) any amount over £1,000 in any one period of insurance
G) 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) any amount over £2,500 in any one period of insurance

Section Two - Contents

Level 1 – The following perils are applicable if coverage level 1 is stated within the schedule

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule

Section Two - Contents

Level 2 – The following perils are applicable if coverage level 2 is stated within the schedule

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) property in the open c) for loss or damage to contents caused by frost d) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the excess shown in the schedule
5. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage 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 but for the existence of this insurance would be covered 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 river erosion

Section Two - Contents

Level 3 – The following perils are applicable if coverage level 3 is stated within the schedule

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) property in the open c) for loss or damage to contents caused by frost d) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the excess shown in the schedule
5. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage 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 but for the existence of this insurance would be covered 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 river erosion
6. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage caused by the failure or lack of grout and/or sealant c) for loss or damage to the contents caused by wet or dry rot d) for loss or damage unless the water is turned off at the mains e) any claim amount over £5,000

7. 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
8. 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
9. 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 c) any amount over £500 for contents within any detached domestic outbuildings and garages within the premises d) for loss or damage caused by any person lawfully on the premises e) for any high risk items
10. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	a) the excess shown in the schedule b) for loss or damage unless involving violent and forcible entry to or exit from the property c) for loss or damage caused by any person lawfully on the premises

Section Three – Property Owners Liability

This section is applicable to all policies and all levels of cover

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 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is covered	What is not covered
We will compensate you;	We will not compensate you for;
1) as owner for any amounts you become legally liable to pay as damages for bodily injury or death; 2) for damage to property caused by an accident happening at the premises during the period of insurance	a) the excess shown in the policy schedule b) bodily injury to • you • any person who at the time of sustaining such injury is engaged in your service c) bodily injury arising directly or indirectly from any communicable disease or condition d) any liability arising out of any criminal or violent act to another person e) damage to property owned by or in the charge or control of; • you • any other person lawfully on the premises • any person engaged in your service f) any liability arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership g) any liability which you have assumed under contract and which would not otherwise have attached (Exclusions continued over the page)

	h) any liability arising out of your ownership, possession or use of: • 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 i) any liability 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) any liability arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k) any liability 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