

## ***Hiscox Unoccupied Property Insurance Wording***

**You**, the insured, have applied to **us**, for insurance and this document is the policy setting out the details of the insurance which **you** have requested. When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the attached **schedule**.

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 any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

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

In this policy, **our** syndicate numbers and proportions are shown in the attached table. **We** bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and **our** Executors and Administrators) is liable only for his own share of his syndicate's proportion of the risk.

**You** or **your** representative can obtain the name of each of **us** and **our** respective shares by applying to the Lloyd's Policy Signing Office (LPSO), quoting the LPSO number and date shown in the table of syndicates. The address is shown at the back of this document.

### **COOLING OFF PERIOD**

**You** are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** policy documentation; or
2. The start of the period of insurance

whichever is the later.

### **CANCELLATION**

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

### **COMPLAINTS**

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker**.

In the event that **you** remain dissatisfied **you** can refer the matter to the Complaints Department at Lloyd's. The contact details are:

Complaints Department: Lloyd's, One Lime Street, London EC3M 7HA  
Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Copies of **our** complaints procedures are also available from this address.

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

## **COMPENSATION**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsofen Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **LAW & JURISDICTION APPLICABLE TO THE INSURANCE**

Notice to the Insured. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

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## Introduction

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This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Lloyd's Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

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.

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

Wherever the following words appear in this insurance they will have the meanings shown below.

### **Bodily injury**

**Bodily injury** includes death or disease.

### **Buildings**

- the **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

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

### **Contents**

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

**Contents** includes:

- tenant's fixtures and fittings
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to GBP 15,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- domestic oil in fixed fuel oil tanks up to GBP 2,500

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**

- any property held or used for business purposes
- any property insured under any other insurance.

**Endorsement**

A change in the terms and conditions of this insurance.

**Europe**

'Europe' will include:

- EU member states;
- Norway and Switzerland;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

**Home**

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

**Money**

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens

all held for private or domestic purposes.

**Occupant**

A person or persons authorised by **you** to stay in the **home** overnight.

**Period of insurance**

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

**Personal possessions**

Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to **you**

**Personal possessions** does NOT include:

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

**Premises**

The address which is named in the **schedule**.

**Sanitary ware**

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

**Schedule**

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

**Standard construction**

Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

<b>United Kingdom</b>	<i>The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.</i>
<b>Valuables</b>	<ul style="list-style-type: none"><li>• <i>jewellery</i></li><li>• <i>furs</i></li><li>• <i>gold, silver, gold and silver plated articles</i></li><li>• <i>pictures.</i></li></ul>
<b>We / us / our</b>	<i>The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.</i>
<b>You / your / insured</b>	<i>The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b>.</i>
<b>Your broker</b>	<i>The insurance broker who placed this insurance on <b>your</b> behalf.</i>

## General Conditions applicable to the whole of this insurance

Each home included under this insurance is considered to be covered as if separately insured.

### Your duties

1. You must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. You must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### Data Protection Act 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

## General Exclusions applicable to the whole of this insurance

### 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 or any consequential loss
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

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 any member of **your home**
- due to consequential loss of any kind or description.

**d) Electronic Data Exclusion 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 or any consequential loss;
2. Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- Computer viruses, erasure or corruption of electronic data;
- The failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion “computer virus” means 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.

**e) 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.

**f) 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 or any consequential loss;
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 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.

**g) Diminution in value**

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

## h) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

## 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 **your broker** as soon as possible giving full details of what has happened.
  2. **you** must provide **your broker** with written details of what has happened within 30 days and provide any other information **we** may require.
  3. **you** must forward to **your broker** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
  4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
  5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
  6. **you** must take all reasonable care to limit any loss, damage or injury.
  7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
  8. **you** must not abandon any property to **us** without **our** written permission.
- If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

#### 1. Defence of claims

We may

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

#### 2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-H).

#### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## Section one

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### Buildings

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire, lightning, explosion or earthquake	the first GBP 250.00 of every claim
2. aircraft and other flying devices or items dropped from them	the first GBP 250.00 of every claim
3. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) the first GBP 250.00 of every claim
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) the first GBP 250.00 of every claim
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 first GBP 250.00 of every claim b) for loss or damage caused by faulty workmanship
6. theft or attempted theft	a) for loss or damage UNLESS such loss or damage is consequent upon violent and forceable entry. b) the first GBP 250.00 of every claim

## Section one

### Buildings (continued)

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
7. collision by any vehicle or animal	the first GBP 250.00 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage <b>UNLESS</b> such loss or damage is consequent upon violent and forceable entry. b) the first GBP 250.00 of every claim
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or 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 arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first GBP 250.00 of every claim f) for loss or damage caused by coastal erosion g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first GBP 250.00 of every claim
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> b) for loss or damage to gates and fences c) the first GBP 250.00 of every claim

## Section one

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### Buildings (continued)

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What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
A) the cost of repairing accidental damage to <ul style="list-style-type: none"><li>• fixed glass and double glazing (including the cost of replacing frames)</li><li>• solar panels</li><li>• <b>sanitary ware</b></li><li>• ceramic hobs</li></ul> all forming part of the <b>buildings</b>	a) for damage while the <b>buildings</b> are not furnished enough to be normally lived in b) the first GBP 250.00 of every claim
B) the cost of repairing accidental damage to <ul style="list-style-type: none"><li>• domestic oil pipes</li><li>• underground water-supply pipes</li><li>• underground sewers, drains and septic tanks</li><li>• underground gas pipes</li><li>• underground cables</li></ul> which <b>you</b> are legally liable for	the first GBP 250.00 of every claim
C) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <ul style="list-style-type: none"><li>• architects', surveyors', consulting engineers' and legal fees</li><li>• the cost of removing debris and making safe the building</li><li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li></ul> following loss or damage to the <b>buildings</b> which is covered under section one	a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage

## Section one

### Conditions that apply to section one (**buildings**) only

#### Settling claims

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#### How we deal with your claim

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1. 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 and
  - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

2. **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.

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#### Your sum insured

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3. **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.
4. 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 only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

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#### Limit of insurance

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**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

## Section two

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### Contents

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	for property in the open
4. escape of water from fixed water tanks, apparatus or pipes	
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	for loss or damage caused by faulty workmanship
6. theft or attempted theft	a) unless the loss or damage is caused by a violent and forcible entry
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) 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 b) for loss or damage arising from faulty design, specification, workmanship or materials 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 whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the <b>premises</b>

## Section two

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### Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
A) the cost of repairing accidental damage to <ul style="list-style-type: none"><li>• domestic oil pipes</li><li>• underground water-supply pipes</li><li>• underground sewers, drains and septic tanks</li><li>• underground gas pipes</li><li>• underground cables</li></ul> which you are legally liable for as tenant only	the first GBP 250.00 of every claim

### Conditions that apply to section two (contents) only

#### Settling claims

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#### How we deal with your claim

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

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

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

The above basis of settlement will not apply to

- clothes
- pedal cycles

where we will take off an amount for depreciation.

2. 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.
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#### Your sum insured

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3. 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.
4. 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 only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of replacing or repairing the contents, we will only pay one half of the cost of repair or replacement.

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Limit of insurance

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**We will not pay any more than the sum insured for the contents of each premises shown in the schedule.**

## Section three

### Legal Liability to the Public

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

#### Part A

Part A of this section applies in the following way:

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

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

**Legal Liability to the Public** (continued)

Part A (continued)

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

## Section three

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### Legal Liability to the Public (continued)

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#### Part B

What is covered	What is not covered
<b>We will pay for</b>	<b>We will not indemnify you</b>
sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that: <ul style="list-style-type: none"><li>• Part A(ii) of this section would have indemnified <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b></li><li>• there is no appeal pending</li><li>• <b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment</li></ul>	for any amount in excess of GBP 250.00

#### Part C

We will indemnify <b>you</b> for	We will not indemnify <b>you</b>
any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<ul style="list-style-type: none"><li>• for any liability if <b>you</b> are entitled to indemnity under any other insurance</li><li>• for the cost of repairing any fault or alleged fault</li></ul>

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#### Limit of insurance

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#### We will not pay

- in respect of pollution and/or contamination:- more than **GBP 100,000** in all
- in respect of other liability covered under section three:- more than **GBP2,000,000** in all for Part A and C, and **GBP100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

1. Hotel and motel clause

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.

2. Alarm clause

This insurance does not cover theft:

- when the **premises** are left unattended, or
- at night,

unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company.

3. Safe clause

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

4. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

5. Climatic conditions clause

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

6. Musical instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

7. Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

8. Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

9. Minimum security clause

This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.

Windows: Key operated security locks to all ground floor and other accessible windows.

10. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.

11. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

12. Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

13. Index-linking clause

The sums insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

14. Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

15. Thatch clause

It is **your** duty to ensure that:

- where it is within **your** control **you** do not allow any bonfires/incinerators to be lit within 50 metres of the **premises**.
- all old thatch and thatching is burnt at a distance of more than 50 metres from the **premises**.
- no naked flames or tools producing naked flames be present in the attic or loft space at any time.
- two fire extinguishers are kept in the **home** and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If **you** fail to comply with the above duties this insurance may become invalid in respect of loss or damage caused by fire.

16. **Your** bank's or building society's interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

## Endorsements (continued)

### 17. Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

### 18. Unattended vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an occupant.

### 19. Unoccupancy clause

During the period 1st October to 1st April the central heating system, unless in continuous operation at not less than a minimum temperature of 55F (13C) must be drained and the water system turned off at the mains. The property must be inspected by either the insured or the insured's representative on a regular basis but not less than every 30 days throughout the term of the policy. Property must not be boarded up and the property must be secured by mortise deadlocks on final exit doors and accessible windows secured by key operated window locks and if a burglar alarm fitted, it must be set.

#### Special Endorsement

It is a condition precedent to the liability of the insurers to make any payment for any claims for loss or damage arising from internal flooding or escape of water under this policy that any exposed internal water-carrying pipe work including any tanks or cylinders but excluding closed radiator systems are fully lagged or jacketed to current professional specifications.

### 20. Chimney Clause

It is **your** duty to ensure that:-

- all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within two weeks of the inception date of this insurance or not more than 6 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals.
- **you** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for **our** inspection if we ask for them.
- for the purposes of this insurance "professionally" shall refer to an individual or company who are members of a recognised professional trade body.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

### 21. Flat Roof Endorsement

It is a condition of this insurance that the areas of flat roof be checked and maintained in good condition, at **your** expense, at least every 5 years.