



**COPELAND
INSURANCE**

PROPERTY PROTECTION RESIDENTIAL POLICY

For Insurance of:

Holiday Homes
Holiday Home Lets
Second Homes
Let Properties
Unoccupied Properties
Student Lets
DSS Lets



**COPELAND
INSURANCE**

INDEX

Thank you for choosing Andrew Copeland Insurance Consultants Limited for your insurance. If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

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THE CONTRACT OF INSURANCE

This policy, the schedule and any endorsements form a legally binding contract of insurance between you and us and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

This contract is based on the information you gave us in your proposal or statement of fact. You must tell us if any of this information is incorrect or if it changes, otherwise you may not be covered. This insurance covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Please check that the contract is suitable for your needs.

If you are not satisfied with the cover provided by this insurance, please return the documents to your insurance adviser within 14 days of receiving them. As long as we have not paid a claim, we will return any premium you have paid.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract is English law.

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

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Novae Syndicates Limited is managed by Novae Management, which is authorised and regulated by the Financial Services Authority. Our registration number is 204888.

Signed for and on behalf of
PROPERTY PROTECTION (ANDREW COPELAND INSURANCE CONSULTANTS LIMITED)



PETER J ANSON

DEFINITIONS

The following words or phrases in bold have the same meaning whenever they appear in this document, schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Buildings

The structure of the **private residence**, garages, greenhouses and sheds all on the same site, including central heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.

Carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £5,000 in total.

The **private residence** (unless **we** describe it differently on the schedule) must be built of brick, stone or concrete and roofed with slates, tiles, concrete or felt. Unless shown in **your** schedule, no more than 30% of the roof area may be flat and covered with felt.

Contents

Household goods, furniture, carpets, curtains and appliances contained in the **private residence** all of which belong to **you** or for which **you** are legally responsible, including:

- **high risk items** (**we** will pay up to £1,000 for any one item, pair or set and up to 10% of the **contents** sum insured in total for such items).

Contents does not include:

- any property which is more specifically insured by other insurance;
- clothing;
- any living creature;
- motor vehicles, electrically, mechanically, or power assisted vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items;
- tenants' property;
- money, credit, cheque and debit cards, securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- any property used or held for business, profession or trade purposes;
- any part of the **buildings**;
- pedal cycles; or
- jewellery, watches, works of art, photographic equipment (including video cameras and camcorders), binoculars and telescopes.

High risk items

Articles of gold, silver, other precious metals, pictures, televisions, audio, video or computer equipment.

Occupant(s)

You, an employee or tenant authorised to stay in the **private residence** overnight.

Period of insurance

This is the length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

DEFINITIONS (continued)

Private residence

The living accommodation at the address shown on the schedule.

Unfurnished

Where the **private residence** is not furnished enough to be lived in.

Unoccupied

Where the **private residence** has been left without an **occupant** for more than 30 days in a row.

We, us, our

The insurer named in **your** schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

You, your

The person(s) or company(ies) named in the schedule.

SECTION ONE: BUILDINGS

Your schedule will show **you** if this cover applies.

What is covered

Insured events

Loss or damage to the **buildings** during the **period of insurance** caused by the following events.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lampposts.

What is not covered

The first £100 of every claim except for Insured events 13 and 14.

- Loss or damage caused:
 - by pets;
 - to paths or drives by the weight of any vehicle; or
 - to roads, land, pavements, piers, jetties, bridges and culverts.
- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
- Loss or damage:
 - to hedges, fences and gates;
 - caused by cutting down or trimming trees or branches; or
 - the cost of removing fallen trees or branches if they have not caused damage to the **buildings**.

SECTION ONE: BUILDINGS (continued)

What is covered

- 14 Subsidence or heave of the site on which the **buildings** stand, or landslip.

- 15 Storm.

What is not covered

- The first £1,000 of every claim.
- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
- Loss or damage to fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.
- Loss or damage caused to solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.
- Loss or damage to the **buildings** if the loss or damage is covered by law or the National House Building Council Scheme, or other similar guarantee.
- Loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates;
 - to radio or television aerials, fixed satellite dishes, their fittings or masts;
 - caused by rising ground water levels;
 - to fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas.

EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following.

What is covered

1 Accidental breakage

- Accidental breakage of fixed glass forming part of the **buildings** (including the cost of necessary boarding up before replacing broken glass).
- Accidental breakage of fixed sanitary fittings.
- Accidental breakage of ceramic glass in cooker hobs of built-in units.
- Accidental breakage of fixed solar panels forming part of the **buildings**.

2 Loss of rent or costs for alternative accommodation

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under Section one: Buildings, we will pay one of the following:

- (i) the rent **you** would have received from an existing tenant if the **private residence** could have been lived in; or
- (ii) the cost of comparable alternative accommodation for **you, your** family and **your** pets if **you** permanently live in the **private residence**; or
- (iii) the cost of comparable alternative accommodation for **your** tenants.

You may only claim this benefit under one section of this document.

What is not covered

- The first £100 of every claim.
- Damage while the **private residence** is **unfurnished**.
- Damage caused by pets.
- Any amount over 20% of the **buildings** sum insured on the **buildings** for any one claim.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

What is covered

3 Selling the private residence

If **you** sell the **private residence**, from the date **you** exchange contracts, **we** will give the buyer the benefit of Section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

4 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under Section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.

- Up to 12.5% of the **buildings** sum insured for the reasonable cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**.
- The cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe. The extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws imposed by Acts of Parliament or local authorities.

What is not covered

- Any claim for loss or damage to the **buildings** if the buyer is insured under any other insurance.
- Any costs for preparing a claim.
- Any costs that relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**.
- Costs involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened.
- The cost of making the site stable.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

What is covered

5 Accidental damage to underground services

Accidental damage to underground cables, pipes or tanks serving the **private residence** for which **you** are legally responsible.

What is not covered

- The first £100 of every claim.
- Damage while the **private residence** is **unfurnished**.
- The cost of clearing blocked sewer pipes, drains, soakaways, pipes or tanks.
- Damage to any part of the cable or services pipe within the **buildings**.
- Damage caused by subsidence or heave of the land, or landslip.
- Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.
- Delamination of pitch fibre pipes.

SETTLING CLAIMS

We will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild the **buildings**;
- the repair or rebuilding is carried out immediately after we give our approval (other than emergency repairs, which should be carried out immediately); and
- the **buildings** are in a good state of repair.

If the loss or damage to the **buildings** is not repaired or replaced as we have explained above, then we will decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **buildings** immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines or tumble dryers, we will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most we will pay under Section one: Buildings is the sum insured shown on the schedule for **buildings**, adjusted in line with index linking. This includes extra expenses and fees listed under Extra benefit 4 (Building fees and the cost of removing debris) in Section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the sum insured, we will pay only for the loss or damage in the same proportion. For example, if your sum insured only covers two-thirds of the cost of rebuilding the **buildings**, we will only pay two-thirds of the claim.

Maintaining the sum insured

After we have settled a claim, we will not reduce the **buildings** sum insured, as long as you take any reasonable measures we suggest to prevent any further loss or damage. (We will not charge any extra premium for maintaining the sum insured.)

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors or in line with any other index that we decide.

If you make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as you take reasonable action for the repair or rebuilding to be carried out.

We will not make a charge for index linking during the **period of insurance**. However, each time your insurance is renewed, we will work out a new premium for the adjusted sum insured.

SECTION TWO: CONTENTS

Your schedule will show **you** if this cover applies.

What is covered

Insured events

Loss or damage to **your contents** whilst in the **private residence** during the **period of insurance** caused by the following events.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Impact by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lampposts.
- 10 Theft or attempted theft.

What is not covered

The first £100 of every claim.

- Loss or damage caused by pets.
- Loss or damage caused by cutting down or trimming trees or branches.
- Loss or damage:
 - caused by **you** or **your** guests or tenants or employees; or
 - while the **private residence** is **unfurnished**;
 - unless there has been forced and violent entry into or exit out of the **private residence**.

EXTRA BENEFITS INCLUDED WITH CONTENTS

We will also cover the following.

What is covered

1 Accidental breakage

- Accidental breakage of:
 - glass tops and fixed glass in furniture;
 - ceramic glass in cooker hobs; and
 - mirrors.

2 Loss of rent or costs for alternative accommodation

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under Section two: Contents, we will pay one of the following:

- (i) the rent **you** would have received from an existing tenant if the **private residence** could have been lived in; or
- (ii) the cost of comparable alternative accommodation for **you**, **your** family and **your** pets if **you** permanently live in the **private residence**; or
- (iii) the cost of comparable alternative accommodation for **your** tenants.

You may only claim this benefit under one section of this document.

What is not covered

- The first £100 of every claim.
- Damage while the **private residence** is **unfurnished** and **unoccupied**.
- Damage caused by pets.
- Any amount over 20% of the sum insured on the **contents** for any one claim.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

3 Televisions, audio, video or computer equipment

- **Accidental damage** to televisions, audio, video or computer equipment in the **private residence**; Aerials, fittings and satellite dishes attached to the **buildings**.

4 Metered water

Metered water accidentally leaking following an insured event.

Up to £750 in any **period of insurance** for charges **you** have to pay to **your** water provider.

5 Contents outside but within the boundaries of the private residence

Loss or damage caused by Insured events 1 to 11, 13 and 14 to garden furniture or ornaments outside the **private residence** but within the boundaries of the property on which the **private residence** is built.

We will pay up to £250 for any one event.

What is not covered

- The first £100 of every claim.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - action of light or the atmosphere;
 - any process of cleaning, repairing, renovating or maintaining the **contents**; or
 - faulty workmanship, design or materials.
- Damage to:
 - portable computer equipment;
 - styli, recording heads, records, tapes, cassettes, discs; or
 - equipment designed to be portable whilst it is being carried, moved or transported.
- The first £100 of every claim.

- The first £100 of every claim.
- Loss or damage to:
 - trees, plants, shrubs or garden produce; or
 - property in or on any motor vehicle, trailer, boat, caravan or mobile home.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

6 Locks and keys

If the keys are lost or stolen, we will pay up to £250 for the cost of replacing keys and locks to:

- intruder alarms and safes installed in the **private residence**; and
- an external door of the **private residence**.

What is not covered

- The first £100 of every claim.

SETTLING CLAIMS

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair except for household linen where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section two: Contents is the sum insured shown on the schedule, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing the **contents** as new is more than the sum insured, **you** will have to pay a share of the claim. For example, if **your** sum insured for **contents** only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on the **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, valuations and guarantees.

SECTION THREE: LIABILITY

Where Section one: Buildings is shown as covered in the schedule, the insurance will include **your** liability as owner of the **private residence** and **your** liability as owner of a previous private residence.

Where Section two: Contents is shown as covered in the schedule, the insurance will include **your** liability as occupier of the **private residence** and **your** liability for accidents to domestic employees.

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as owner or occupier

Your liability as owner or occupier to pay for accidents happening in and around the **private residence** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

What is not covered

- **You** are not covered for liability arising:
 - other than as owner or occupier of the **private residence**;
 - from any agreement or contract unless **you** would have been legally liable anyway;
 - from criminal acts;
 - as a result of an assault, alleged assault or a deliberate, wilful or malicious act;
 - from the ownership or occupation of any land or buildings other than the **private residence**;
 - where **you** are entitled to cover from another source;
 - from paragliding or parascending;
 - from any profession, trade or business other than as owner of the **private residence**;
 - from any infectious disease or condition
 - from **you**, **your** employee(s) or tenant(s) owning or using any:
 - . power-operated lift;
 - . mechanically, electrically or power assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles;
 - . aircraft, hang-gliders, land or sand yachts, parakarts, hovercraft or watercraft;
 - . caravan or trailer; or
 - . animals other than **your** pets;
 - . animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
 - from **you**, **your** employee(s) or tenant(s) owning or using any:
 - . dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

SECTION THREE: LIABILITY (continued)

What is covered

Liability as owner or occupier (continued)

What is not covered

- Bodily injury to any member of **your** household who normally lives with **you**.
- **You** are not covered for liability arising from the following:
 - Liquidated damages
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.
 - Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
 - Aggravated damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
 - Multiplying compensatory damages
Where the amount of money awarded as compensation is multiplied as a punishment.

SECTION THREE: LIABILITY (continued)

What is covered

Liability as owner of a previous private residence

Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which **you** occupied, for accidents happening in and around that private residence which result in:

- bodily injury to any person other than **you** (or **your** domestic employees); or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service solely at the **private residence**.

We will pay up to £10,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

- **You** are not covered for liability arising:
 - from an incident which happens over seven years after this insurance ends or the private residence was sold;
 - from any cause for which **you** are entitled to cover under another source;
 - from the cost of correcting any fault or alleged fault; or
 - where a more recent policy covers the liability.
- Bodily injury to any member of **your** household who normally lives with **you**.
- Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.
- Bodily injury arising from any infectious disease or condition.

SECTION FOUR: LEGAL ADVICE AND DOMESTIC ASSISTANCE

This section is automatically included in **your** cover when either **buildings** or **contents** are operative, unless stated as “Not included” on **your** schedule.

We will provide **you** with a 24 hour telephone Legal Advice and Domestic Assistance Helpline.

Legal Advice

Legal advice section will provide **you** with a range of free legal advice on any personal legal problem, subject to English law, 24 hours a day, 365 days a year.

Simply call the Helpline and a fully qualified solicitor will be on hand to provide practical, impartial and confidential legal advice relating to any matter, including:

motoring, employment, property, consumer, accident/injury, matrimonial, probate, finance and taxation.

Domestic Assistance

Domestic assistance section will provide **you** with emergency assistance throughout the UK 24 hours a day, 365 days a year.

Simply call the Helpline and **you** will be put in touch with a reputable contractor to carry out **your** repairs. **You** will however be responsible for the payment of the contractor’s charges.

The service has access to a wide panel of reputable contractors relating to any domestic matter, including:

plumbing, electricity, roofing repairs, lock repairs and replacement, glazing, heating systems, fallen trees, security services, building repairs, domestic appliances, fencing, pest control, TV and satellite aerials.

To access either of the above services, just call the telephone number on **your** policy card, quoting the policy number, and **you** will be connected to the services that **you** require.

Your policy card can be found attached to **your** schedule of cover, which **we** suggest **you** keep in a safe place ready for use when required.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to or arising from the following.

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from the fixed domestic water or heating systems, however this depends on conditions of this document.

- 5 Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 6 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth, any gradually operating cause, mechanical or electrical breakdown.
- 7 Indirect loss of any kind.
- 8 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
 - putting the public or any section of the public in fear
- if it is likely that the purpose is of a political, religious, ideological or similar nature.

- 9 The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**.
- 10 Pressure waves from aircraft and other flying objects at or above the speed of sound.

GENERAL CONDITIONS

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2 Telling us about a change

You must tell **us** as soon as possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** about the following.

- a) Before **you** convert or extend the **buildings**.
- b) If **you** buy new furniture as the sum insured may need to be increased. Please read how **we** settle claims under Section two: Contents).
- c) If **you** change **your** address.
- d) If the **private residence** is **unfurnished** or **unoccupied** for any reason other than waiting for a tenant to move in.
- e) If the type of tenant occupying the **private residence** changes.
- f) If **you** have been convicted of any offence or have a prosecution pending (other than a motoring offence) or received a police caution).

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

3 Claims

When a claim or possible claim occurs, **you** must tell **us** in writing as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

GENERAL CONDITIONS (continued)

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

6 Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

GENERAL CONDITIONS (continued)

7 Cancellation

You may cancel the insurance by sending **us** notice in writing. **We** will refund the part of **your** premium based on the short period cancellation charges below (as long as **you** have not made a claim). This applies to each and every **period of insurance**.

Up to 1 month's cover – 25% of the premium will be retained

Up to 2 months' cover – 35% of the premium will be retained

Up to 3 months' cover – 45% of the premium will be retained

Up to 4 months' cover – 55% of the premium will be retained

Up to 5 months' cover – 65% of the premium will be retained

Up to 6 months' cover – 75% of the premium will be retained

Up to 7 months' cover – 85% of the premium will be retained

Up to 8 months' cover – 95% of the premium will be retained

8 months or more – 100% of the premium will be retained

We may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9 More than one property

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

10 Regulations and conditions for rented accommodation

If the **private residence** is lived in by tenants the following conditions will apply on top of those shown in the policy document:

- **You** must meet all current local and national authority regulations governing rented accommodation.
- The bedroom(s) must not be used for cooking food, other than for making tea and coffee.
- The bedroom(s) must not be heated by portable heaters, other than electrically-powered or convactor heaters.
- All rubbish stored in the **private residence** must be removed each week.

If **you** do not meet these conditions and a claim arises, **we** may decide not to pay the claim.

MAKING A CLAIM

If **you** need to make a claim:

- Check **your** policy booklet and **your** schedule to see if **you** are covered.
- Give immediate notice to the Police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **us** on **0844 856 2107** as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

HOW TO COMPLAIN

We aim to offer a first class service. However, if **you** need to complain:

- Contact **your** insurance adviser who will be pleased to help **you**.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting **your** insurance adviser or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Chief Executive, Novae management, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number, as it will help **us** to deal with **your** complaint promptly.

- If **you** are still not satisfied, **you** can ask the complaints department at Lloyd's to review **your** case, the address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Phone: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

- **You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.

OTHER SERVICES AVAILABLE

We can also provide quotations for the following types of risks.

A Holiday Home

A quotation can be provided for properties which are used solely as a holiday home by the owner, the owner's family or the owner's friends.

B Holiday Home Lets

A quotation can be provided on the same basis as a holiday home, but extended to allow for lettings.

C Second Home

A quotation can be provided for properties which are used on a semi-regular basis with periods of unoccupancy (ie home in London for weekday use whilst at work and left unoccupied at weekends whilst at the main residence or vice versa). Cover can also be provided for owners who live or work abroad, who only use their property whilst staying in the United Kingdom.

D Let Properties

A quotation can be provided for properties which are let or untenanted on a regular basis to tenants engaged in professional employment.

E Unoccupied Properties

A quotation can be provided for properties which are left permanently unoccupied, or for long periods at a time (ie awaiting sale, being renovated or not in full time use). The level of cover available varies and depends upon the general condition and state of the property. Please contact Property Protection or your agent with full details of the property so they may advise you of the level of cover available.

F Student Lets

A quotation can be provided for properties which are let to students, whether singly or on a house share basis. Cover in the holiday periods if you wish to let the property to holidaymakers or leave it unoccupied is available.

G DSS Lets

A quotation can be provided for properties which are left to DSS referrals or for tenants having all or part of their rent paid for by the DSS. To qualify for this cover, the tenancy agreement must be between the landlord and tenant, not with the DSS, or under DSS control. The agreement must be for a minimum duration of six months and the property must be let to one person/family only.

Should you require a quotation on any type of property, please contact:

Property Protection

on

020 8656 2544

