



ANDREW COPELAND INSURANCE

# PROPERTY PROTECTION RESIDENTIAL POLICY

For Insurance of:

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

# INDEX

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

<b>Index</b>	A guide to this document.....	1
<b>The contract of insurance</b>	Details of the contract between you and us.....	2
<b>Definitions</b>	The meaning of certain words and phrases .....	3
<b>Section one: Buildings</b>	Insured events .....	5
	Extra benefits included with buildings.....	8
	Accidental damage to buildings.....	12
	Settling claims.....	13
<b>Section two: Contents</b>	Insured events .....	14
	Extra benefits included with contents .....	16
	Accidental damage to contents .....	19
	Settling claims.....	20
<b>Section three: Liability</b>	Liability as owner or occupier.....	21
	Liability as owner of a previous private residence .....	23
	Accidents to domestic employees .....	23
<b>General exclusions</b>	Restrictions which apply to your insurance.....	24
<b>General conditions</b>	Certain conditions that you must keep to .....	26
<b>Making a claim</b> .....		30
<b>How to complain</b> .....		30
<b>Property Cyber and Data Exclusion</b> .....		32
<b>Privacy Notice</b> .....		33
<b>Other services available</b> .....		35
<b>Property Inspection Record Sheet</b> .....		36

## 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.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us** in **your** proposal or statement of fact. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

Please check that the contract is suitable for **your** needs.

If **you** are not satisfied with the cover provided by this insurance, please contact **your broker** within 14 days of receiving **your** insurance documents. As long as **you** have not made 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 specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### **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. Further information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This insurance is underwritten by HCC International Insurance Company plc, trading as Tokio Marine HCC, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This policy has been arranged by Andrew Copeland (Insurance Consultants) Limited.

Signed for and on behalf of

PROPERTY PROTECTION (ANDREW COPELAND INSURANCE CONSULTANTS LIMITED)



PETER J ANSON

## DEFINITIONS

The following words or phrases have the same meaning whenever they appear in bold in this document and any applicable **endorsements** (As shown in **your schedule**).

### **Accidental damage**

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

### **Broker**

The company who arranged this insurance for **you**. Their contact details are shown in **your schedule**.

### **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.
- all of which **you** own or for which **you** are legally responsible at the 'risk' address named on the **schedule**.

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 £5,000 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;
- **tenant(s)**' 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 and watches

### **Endorsement(s)**

A change in the terms and conditions of this insurance. **Endorsement(s)** which apply to **your** insurance (if any) will be shown in **your schedule**.

### **High risk items**

- Articles (other than jewellery and watches) made of gold, silver and other precious metals.
- Paintings and pictures.

## DEFINITIONS (continued)

### **Heave**

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### **Landslip**

Downward movement of sloping ground.

### **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, or until cancelled.

### **Private residence**

The living accommodation at the 'risk' address shown on the **schedule**.

### **Schedule**

This document showing **your** name, the **private residence**, the amounts insured, the **period of insurance** and the sections of this insurance which apply.

### **Settlement**

Downward movement as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

### **Subsidence**

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

### **Tenant(s)**

Any person(s) or company occupying **your** property and paying rent to **you** by agreement.

### **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 providing **your** cover, HCC International Insurance Company plc, trading as Tokio Marine HCC.

### **You, your**

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

## 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 £125 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 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

- 10 Theft or attempted theft.
- 11 Malicious acts or vandalism.
- 12 Flood.
- 13 Escape of water or oil from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

### What is not covered

- Loss or damage:
  - caused by **you** or **your** guests or employees;
  - while the **private residence** is **unfurnished**;
  - unless there has been forced and violent entry or exit into or out of the **private residence** (other than theft or attempted theft caused by **your tenant(s)**)
- Any amount over £5,000 caused by **your tenant(s)**.
- Loss or damage while the **private residence** is **unfurnished**.
- Any amount over £5,000 caused by **your tenant(s)**.
- 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;
  - to fixed swimming pools, fixed hot tubs, fixed jacuzzis or fixed spas.
- The first £250 of every claim unless stated otherwise in the policy **schedule**.
- Loss or damage:
  - while the **private residence** is **unfurnished**;
  - caused by **subsidence, heave or landslip**;
  - to fixed domestic oil tanks and fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;
  - caused by chemicals or chemical reaction;
  - caused by faulty workmanship; or
  - to the installation itself; or
  - if the installation is outdoors or in an out building, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.

## 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;
  - 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 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(s)** 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 tenant(s)**.

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

### What is not covered

- The first £125 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 £125 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 £125 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

#### 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
- any external door of the **private residence**.

### What is not covered

## ACCIDENTAL DAMAGE TO THE CONTENTS

The **schedule** will show if this cover applies.

### What is covered

**Accidental damage** to the **contents** while they are in the **private residence**.

### What is not covered

- The first £150 of every claim unless stated otherwise in the policy **schedule**.
- Damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere or fading caused by light;
  - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
  - faulty workmanship, design or materials: or
  - **your contents** being used in a way which is different to the manufacturer's instructions.
- Damage to free-standing hot tubs, jacuzzis and spas
- Damage while the **private residence** is **unoccupied** or **unfurnished**.
- Any amount over £1,000 for china, glass, pottery, porcelain and other brittle substances
- Damage shown under the "What is covered" and "What is not covered":
  - Insured events 1 to 15; and
  - extra benefits included with **contents** in Section two: Contents

## SETTLING CLAIMS

### Basis of settling claims

For any item of **contents** that is lost or damaged **we** will at **our** option -

- Replace or repair the item or part as new; or
  - Pay the cost of replacing or repairing the item or part as new; or
  - If **we** can repair or replace the item or part but agree to make a cash payment at **your** request instead, it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- If no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

**We** will take off an amount for wear and tear for household linen.

### 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. For **your** protection if this falls below zero, **we** will not reduce the sum insured.

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 without delay.

**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 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 (other than stairlifts);
    - mechanically, electrically or power assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles;
    - aircraft (including drones), 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)

## 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 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.
- **You** are not covered for liability arising from **you, your** employee(s) or **tenant(s)** owning or using any dogs under the Dangerous Dogs Act 1991\* or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

#### \*Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

#### \*\*Animals Act 1971

People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

## 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.

#### \*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 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](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

#### 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.

## 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.

- 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, anything that happens gradually, mechanical or electrical breakdown.
- 7 Indirect loss of any kind. **We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- 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.

## GENERAL EXCLUSIONS (continued)

- 9 The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **private residence**, including where **you** are working in **your** capacity as a professional tradesman.
- 10 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

### Sanction Limitation and Exclusion Clause

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this contract of insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any insurance coverage for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any coverage in respect of any risk exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

## GENERAL CONDITIONS

The following conditions apply to the whole of **your** insurance. These are the conditions of the insurance **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

### 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** as soon as possible and take all reasonable steps to reduce the costs of these proceedings.

### 2 Telling us about a change

**You** must tell **us**, via **your broker**, 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(s)** to move in.
- e) If the type of **tenant(s)** 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** as soon as possible. (Please refer to the MAKING A CLAIM' section within this documents.

For loss or damage claims, **we** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information. **You** must also tell the police as soon as possible if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.

**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

If **you** make a fraudulent claim under this insurance contract, then **we**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- (a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

### 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

If **you** are not satisfied with the cover provided by this insurance, please contact **your broker** within 14 days of:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later. As long as **you** have not made a claim, **we** will return any premium **you** have paid.

**You** may cancel the insurance at any other time by contacting **your broker**.

**We** may cancel the insurance by sending **you** 14 days' notice in writing to **your** last known address. **We** will only do this for a valid reason.

Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

If this insurance is cancelled by **you** or **us** outside the 14 day cooling-off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis minus a cancellation charge of £20. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

### 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.

### 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.

## GENERAL CONDITIONS (continued)

### 10 Regulations and conditions for rented accommodation

If the **private residence** is lived in by **tenant(s)** 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 convector heaters.
- All rubbish stored in the **private residence** must be removed fortnightly.

If **you** do not meet these conditions and a claim arises as a result, **we** may not be able to pay the claim.

### 11 Your duty to provide accurate information

If **we** obtain evidence which suggests **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance it could adversely affect **your** insurance and any claim. For example **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims;
- and retain the premium.

**We** or **your broker** will write to **you** if **we**:

- intent to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance.

## MAKING A CLAIM

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

- Check **your** policy booklet and **your schedule** to see if **you** are covered.
- Give notice to the Police as soon as possible in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **us** on **0144 322 9513**, for out of office hours **our** emergency 24 hour number **0172 476 1378** or email [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com) 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

**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** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you your** policy using the contact details below who will try to resolve **your** complaint within three working days:

By post: Andrew Copeland (Insurance Consultants) Ltd, 224 High Street, Beckenham, BR3 1EN

By email: [complaints@acopeland.com](mailto:complaints@acopeland.com)

By telephone: +44(0)208 656 3367

After three working days, in the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE

By email: [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)

By telephone: +44(0)20 7702 4700

**Your** insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer **your** complaint to the Financial Ombudsman Services (if eligible).

### Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

## HOW TO COMPLAIN (continued)

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)  
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

**You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **Online Dispute Resolution Platform**

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) **you** may also make **your** complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

## PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,  
  
owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System

## PRIVACY NOTICE

Both the **Insurer** and Andrew Copeland (Insurance Consultants) Ltd are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

The **Insurer** explains below who it is, how it collects, shares and uses personal information about **you**, and how **you** can exercise **your** privacy rights.

The **Insurer** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with **you**. The **Insurer** retains personal information it collects from **you** where it has an ongoing legitimate business need to do so.

The **Insurer** may disclose **your** personal information to:

- the **Insurer's** group companies;
- third party services providers and partners who provide data processing services to the **Insurer** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where the **Insurer** believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the **Insurer's** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in its Privacy Policy; or
- any other person with your consent to the disclosure.

**Your** personal information may be transferred to, and processed in, countries other than the country in which **you** are a resident. These countries may have data protection laws that are different to the laws of **your** country. The **Insurer** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures the **Insurer** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

**You** are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that the **Insurer** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

**You** can opt-out of marketing communications sent to **you** by the **Insurer** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if the **Insurer** has collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about the **Insurer's** collection and use of **your** personal information.

## PRIVACY NOTICE (continued)

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on the **Insurer's** website at <https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

**The Data Protection Officer**

**TMHCC, 1 Aldgate, London, EC3N 1RE**

[DPO@tmhcc.com](mailto:DPO@tmhcc.com)

If information is required as to how data is processed by Andrew Copeland (Insurance Consultants) Ltd, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at [http://www.andrewcopeland.co.uk/privacy\\_policy.html](http://www.andrewcopeland.co.uk/privacy_policy.html)

or contact:

**Data Protection Office**

**Mr Peter Anson**

**224 High Street, London BR3 1EN**

**[info@acopeland.com](mailto:info@acopeland.com)**

**0208 656 2544**

## 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 tenanted 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 land lord 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**

**0208 656 2544**

## PROPERTY INSPECTION RECORD SHEET

Date	Time	Inspected by (name in full)	Notes on any damage
01)			
02)			
03)			
04)			
05)			
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ANDREW COPELAND INSURANCE