

Property Owners policy wording



HOWDEN

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Introduction

I am delighted you have chosen Howden to arrange your insurances.

As your insurance broker, we take our responsibility extremely seriously. Nobody wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience.

If you ever find any part of our service less than first class, please get in touch with me personally.

A handwritten signature in black ink, which appears to read 'Mark Daines'.

Mark Daines
Director

Introduction

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your home** insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**.

When drawing up this contract of insurance, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

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

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

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

You can check our details on the Financial Services Register register.fca.org.uk

Howden UK Brokers Limited is authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving and settling refunds.

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

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

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

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

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**. That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

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

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

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

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

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

For full information relating to 'How to make a Claim', please see page 12 of this document.

Policy definitions

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

Accidental Damage	Unexpected and unintended loss or damage caused by a single and one-off event resulting from a sudden and external means.
Bodily Injury	Damage to persons caused by accident or disease.
Buildings	<p>The main structure of the property and;</p> <ul style="list-style-type: none">• fixtures and fittings attached to the property including permanently fitted flooring• domestic outbuildings and private garages• permanently installed swimming pools, tennis courts, drives, patios, terraces, walls,• gates, paths, fences and fixed fuel tanks• radio and television aerials, satellite dishes, their fittings and masts which are attached to the property <p>you own or for which you are legally liable within the premises named in the schedule. Buildings do NOT include:</p> <ul style="list-style-type: none">• carpets
Computer virus	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".
Contents	<p>Household goods within the property, which you own or which you are legally liable for.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• items in outbuildings, garages or sheds, but within the premises up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the property)• domestic oil in fixed fuel oil tanks up to £500 which you have paid for• carpets, but not permanently fitted flooring <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles caravans, trailers or watercraft or their accessories• televisions, satellite decoders, radios, audio equipment and home computers• money, certificates or documents• clothing, personal effects, pedal cycles• any living creature• any part of the buildings• any property held or used for business purposes• any property insured under any other insurance• any high risk items
Electronic data	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Endorsement	A change in the terms and conditions of this insurance. These are shown on your schedule .
Excess	The amount payable by you as shown in the schedule in the event of a claim.
Furnished	A property furnished enough to be normally lived in, must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
High Risk Items	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/ video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches.
Howden UK Brokers Limited	The company who have been authorised by SiriusPoint International Insurance Corporation to transact insurance business on their behalf. Howden UK Brokers Limited is authorised and regulated by the Financial Conduct Authority, No. 307663.
Landslip	Downward movement of sloping ground.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address which is named in the schedule .
Property	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Refurbishment	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the excess , the period of insurance and the sections of this insurance which apply.
Settlement	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete, unless otherwise agreed by endorsement .
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Unoccupied	The property is unoccupied when it has not been lived in for more than 30 consecutive days or is not furnished enough to be normally lived in.
We / us / our	Miramar Underwriting Ltd on behalf of SiriusPoint International Insurance Corporation.
You / your / insured	The person or persons named in the schedule .
Your broker	Howden UK Brokers Limited .

Important Information About Your Policy

Your Right to Cancel

You may cancel this insurance policy at any time by contacting **your broker**. If **you** cancel **your** policy before **your** cover has started, **we** will refund **your** premium in full.

Cooling Off Period – If **you** cancel **your** policy within 14 days of **your** start date or renewal date, providing no claim has been submitted, **you** will be legally entitled to a refund during this time, but **you** will have to pay for the days the policy was active, and may be charged an administration fee.

If **you** have received any claims payment, have a claim pending or **you** have notified **us** of any incident likely to give rise to a claim during the period of insurance, no refund of **your** premium or any administration fee will be given.

Our Right to Cancel

We or **your broker** may, at any time cancel this policy where there is a valid reason for doing so, by sending at least 14 days' to **you** at **your** last known correspondence or email address.

Valid reasons include but are not limited to:

- Non-payment of premium – where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**;
- **Your** Credit Agreement is cancelled;
- Where **we** reasonably suspect fraud;
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests;
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask;
- Where **you** harass or use abusive or threatening behaviour towards **our** staff or representatives of **us** or **your broker**.

If **we** or **your broker** cancel the policy, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover and any applicable administration fees due. However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, **we** are legally entitled to keep the premium.

Non-payment of premiums

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

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

Financial Services Compensation Scheme (FSCS)

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

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

Financial Services Compensation Scheme
PO Box 300
Mitcheldean GL17 1DY

Tel: 0800 678 1100 and 020 7741 4100 Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Law Applicable to Contract

This insurance is subject to English Law and any disputes in connection with this policy will be subject to English courts, if there is any dispute as to which law applies, it will always be English Law.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

Important Information You Have Given Us

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Information You Have Given Us

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

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

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

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

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

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

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

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

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

Sums Insured

You must ensure the sums insured provided are correct.

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

Changes in Circumstances

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

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid.

These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

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

- if **you** change **your** address;
- if **you**, or any person named in the schedule, change occupation;
- if **you**, **your** family or any person named in the schedule receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the schedule have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your contents** that will increase the reinstatement costs

Please also ensure that **you** review page 10 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Insurer's Data Privacy Notice

SiriusPoint International Insurance Corporation Privacy Notice

Personal data provided in connection with this policy will be used and processed in line with **our** Privacy Notice for Policyholders.

A copy of this is available at www.siriuspt.com/uk-eu-privacy-notice-for-policyholders-8-oct-2021

Miramar Underwriting Ltd

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

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

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

Why do they process your data?

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

What information do they collect about you?

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

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

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

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

Privacy Notice

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

Alternatively, **you** can write to them at: Data Protection, Miramar Underwriting Limited, Dawson House, 5 Jewry Street, London EC3N 2EX.

Your insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

General Conditions applicable to the Whole of this insurance

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

- 1 **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.
- 2 The **property** must be maintained in a good condition, good state of repair and be structurally sound.
- 3 **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered.
- 4 **You** must immediately inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
- 5 **You** must immediately inform **your broker** if the **property** becomes unoccupied for more than 30 consecutive days.
- 6 **You** must immediately inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
- 7 **You** must immediately inform **your broker** if the **property** becomes unoccupied to be sold.
- 8 **You** must tell **your broker** before **you** start any **refurbishments**, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**.
- 9 **You** must immediately inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

Additional Conditions applicable whilst the property is Let or Tenanted

1. **You** must comply with all regulations/statutory conditions regarding the letting of the **property/ies** including, but not limited to:

- a. the number of persons legally allowed to reside at the **property**.
- b. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
- c. having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **property**.
- d. holding (if applicable) an appropriate license issued by the local authority (in which the **property** is located) for the **property**.

2. **You** must ensure that all gas appliances/boiler fitted at the **property** are serviced by an individual on the Gas Safety Register within 30 days of inception of this **insurance** or not more than one calendar year from the date they were last serviced, whichever is sooner. Thereafter **you** must have them serviced at least once every twelve months. **You** must keep in **your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. **You** will have to produce them for **our** inspection if **we** ask for them.

Additional Conditions applicable whilst the property is Unoccupied

You or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.

Cover in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.

All loose material to be kept clear of the **property**.

Should the **property** have a commercial element then it is a condition of this policy that all accessible doors and windows be sealed against illegal entry with shutters or are boarded up.

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

Defective Premises Act 1972

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

For further guidance please see the Office of Public Sector Information Website (www.legislation.gov.uk) or contact the Citizens Advice Bureau.

How to Make a Claim

In the event of a claim or potential claim under this policy, please contact **our** claims team as follows:

Sections 1 & 2 (Property) – Innovation Property (UK) Limited, Yarmouth House, 1300 Parkway, Whiteley, Fareham PO15 7AE.

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

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

Section 3 (Liability) – Kennedys Law Claims, 6 Queen Street, Leeds LS1 2TW.

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

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

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

Defence of Claims

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

Claims Conditions applicable to the Whole of this Insurance

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

1. **You** must notify **our** appointed claims management team, as soon as possible of the incident that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within 24 hours of the incident to obtain a crime reference number.

2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.

3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

4. **We** or **our** representatives will be entitled to enter **your** home or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.

5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.

6. Where **we** deem appropriate, **we** may ask **you** for additional assistance in proving **your** claim for certain items or parts of **your building**. It is **your** responsibility to prove any loss and when requested by **us**, **you** must provide **us** with evidence of the value or age (or both) for the specifically identified items that have been included in **your** claim. To help validate **your** claim **we** may therefore require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your premises**.

7. **You** must take care to limit any loss, damage or injury.

8. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay any part of **your** fraudulent claim. In addition, **we** will have the right to:

a. treat this policy as terminated from the date of **your** fraudulent act;

b. recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim.

9. **You** must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

Failure to comply fully with any of the claims conditions listed above may prejudice **you** in the event of a claim, which may result in **your** claim not being paid and **your** policy voided.

Claims Conditions that apply to Section 1 – Buildings Only

Settling claims – How we deal with your claim

If **your** claim for loss or damage is covered under Section 1, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or the loss has been reinstated.

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

Your sum insured

We will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings insurance** is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees.

Claims Conditions that apply to Section 2 – Contents Only

Settling claims – How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section 2.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

We will not reduce the sum insured under Section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium **you** have paid for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **contents** as new, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

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

What to do if you have a Complaint – Enquiries and Complaints Procedure

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

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

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

Howden UK Brokers Limited
Unit 8
Lakeside Business Village
Fleming Road
Chafford Hundred
Grays, Essex
RM16 6EW

Telephone: **020 8557 2353**

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

**Sections 1 & 2 (Property)
Complaints**
Innovation Property (UK) Limited
Yarmouth House, 1300 Parkway
Whiteley, Fareham PO15 7AE
Telephone: **0344 557 7854**

**Section 3 – Liability Claims
Complaints**
Kennedys Law
6 Queen Street
Leeds LS1 2TW
Telephone: **0344 557 6246**

Alternatively **you** can ask **your** broker to refer the matter on for **you**.

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

What happens next?

In the event of contacting **your broker** or one of the Claims Specialists **you** remain dissatisfied, then **you** may refer **your** case to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

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

General Exclusions applicable to the Whole of this Insurance

We will not cover:

a. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- 1 loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss.
- 2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to **property by or under the order of any government or public or local authority.**

c. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you, your** representatives or any other person lawfully on the **premises**

d. Contracts (Rights of Third Parties) Act 1999 Clarification Exclusion

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

e. Nuclear, Biological and Chemical Contamination Exclusion

We will not pay for:

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

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

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

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

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

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

f. Contamination and Pollution Exclusion

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

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

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

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

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

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

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

g. Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any physical loss or damage to insured **property**
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

h. Diminution in Value Exclusion

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

i. Contractors Exclusion

We will not pay for any loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

j) Electronic Data Exclusion

We will not pay for:

Loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the **property** insured by the original policy.

Should **electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **electronic data** to the insured or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

k. Asbestos Exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

l. Faulty Workmanship Exclusion

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials

m. Wear and Tear Exclusion

We will not pay for:

Any loss or damage caused by wear and tear or any other gradual operating cause

n. Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or damage caused by domestic pets, insects or vermin

o. Sanction Limitation and Exclusion

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

p. Other Insurance

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

q. Communicable Disease Exclusion

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

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

a. infectious or contagious disease

b. any fear or threat of a) above or

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

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

r. Illegal or Criminal Acts Exclusion

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

Section 1 – Buildings

Buildings – This insurance covers the **buildings** for loss or damage directly caused by

What is covered	What is not covered
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a. the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a. the excess shown in the schedule
3. Storm, flood or weight of snow	a. the excess shown in the schedule b. for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1 c. for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences d. for loss or damage while the property is unoccupied
4. Escape of water from fixed water tanks, apparatus or pipes	a. the excess shown in the schedule b. for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1 c. for loss or damage to domestic fixed fuel-oil tanks and swimming pools d. for loss or damage while the property is unoccupied e. for loss or damage to the property caused by wet or dry rot f. for loss or damage caused by the failure or lack of grout and/or sealant
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a. the excess shown in the schedule b. for loss or damage while the property is unoccupied

What is covered	What is not covered
6. Theft or attempted theft	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c. for loss or damage while the property is unoccupied d. for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police e. any amount over £500 for fixtures and fittings within domestic outbuildings and garages within the premises
7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a. the excess shown in the schedule
8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage while the property is unoccupied c. for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d. for loss or damage caused by any person lawfully on the premises e. for loss or damage unless involving forcible and violent entry to or exit from the property or by deception
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the premises is also affected at the same time by the same event c. for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event d. for loss or damage arising from faulty design, specification, workmanship or materials e. for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f. for loss or damage caused by coastal or riverbank erosion g. for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions h. for loss or damage caused by new structures bedding down, settling, expanding or shrinking i. for loss or damage while the property is unoccupied
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<ul style="list-style-type: none"> a. the excess shown in the schedule
11. Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage caused by trees being cut down or cut back within the premises c. for loss or damage to gates and fences d. for loss or damage while the property is unoccupied

Additional Cover

This section of the insurance also covers	We will not pay
<p>This section of the insurance also covers</p> <p>a. The cost of repairing accidental damage to</p> <ul style="list-style-type: none"> fixed glass and double glazing (including the cost of replacing frames) solar panels sanitary ware ceramic hobs <p>all forming part of the buildings</p>	<p>We will not pay</p> <p>a. the excess shown in the schedule</p> <p>b. for damage caused by chipping, denting or scratching</p> <p>c. for loss or damage while the property is unoccupied</p>
<p>b. The cost of repairing accidental damage to</p> <ul style="list-style-type: none"> domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks underground gas pipes underground cables <p>which you are legally liable for</p>	<p>a. the excess shown in the schedule</p> <p>b. for loss or damage to any part of the cables or service pipes within the buildings</p> <p>c. for loss or damage while the property is unoccupied</p>
<p>c. Loss of rent contractually due to you which you are unable to recover for a reasonable period necessary to repair the buildings following a loss or damage to buildings which is covered under Section 1</p>	<p>a. any amount over 25% of the sum insured for the buildings damaged or destroyed</p> <p>b. for loss or rent arising from the tenants leaving the property without giving you notice</p> <p>c. rent the tenants have not paid</p> <p>d. for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim</p> <p>e. for loss of rent or any other expenses you must pay to the letting agent</p> <p>f. for loss of rent arising from any part of the property that is used for anything other than domestic accommodation</p> <p>g. for loss to rent after the property is fit to be let out</p> <p>h. for loss of rent for more than 24 months</p> <p>i. for loss or damage while the property is unoccupied unless Holiday/ Second Home is shown on the schedule</p>
<p>d. Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making safe the building costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under Section 1</p>	<p>a. the excess shown in the schedule</p> <p>b. any expenses for preparing a claim or an estimate of loss or damage</p> <p>c. any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>d. for loss or damage while the property is unoccupied</p>

This section of the insurance also covers	We will not pay
e. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 1	a. the excess shown in the schedule b. more than £750 in any period of insurance . c. for loss or damage while the property is unoccupied
f. Anyone buying the property who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is sooner.	a. the excess shown in the schedule b. if the buildings are insured under any other insurance c. for loss or damage while the property is unoccupied
g. Loss or damage to lawns or gardens as a direct result of the actions arising from the emergency services while attending the buildings to deal with an emergency at the premises	a. the excess shown in the schedule b. the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established c. more than £1,000 in any period of insurance d. for loss or damage while the property is unoccupied
h. Loss or damage to the property caused by the emergency services attending the premises	a. the excess shown in the schedule b. more than £1,000 in any period of insurance c. for loss or damage while the property is unoccupied
i. Expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or re-instating any part of the buildings which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under Section 1	a. the excess shown in the schedule b. more than £2,500 in any period of insurance
j. Damage to buildings and landlords contents (where shown as insured in the policy schedule) arising from your tenant's use of the premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971). You will lose your right to indemnity if you , or anyone acting on your behalf, do not: a. carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement and: i. maintain a log of such inspections and retain that log for at least 24 months ii. carry out a six monthly management check of the inspections log b. obtain and record written formal identification of any prospective tenant c. obtain and retain a written employer's reference for any new tenant d. obtain and record details of your tenant's bank account and verify those details by receiving at least one payment from such account e. advise your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in paragraphs (b), (c) and (d) above for all lettings that they arrange.	a. the first one thousand pounds (£1,000) of each and every loss at each of the premises insured b. more than five thousand pounds (£5,000) in any one period of insurance

Section 2 – Contents

This part of the policy wording sets out the cover **we** provide for the **contents** at the **premises**

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by the following insured perils:	We will not pay:
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a. the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a. the excess shown in the schedule
3. Storm, flood or weight of snow	a. the excess shown in the schedule b. property in the open c. for loss or damage while the property is unoccupied
4. Escape of water from fixed water tanks, apparatus or pipes	a. the excess shown in the schedule b. for loss or damage while the property is unoccupied c. for loss or damage to the property caused by wet or dry rot d. for loss or damage caused by the failure or lack of grout and/or sealant
5. Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a. the excess shown in the schedule b. for loss or damage while the property is unoccupied

What is covered	What is not covered
6. Theft or attempted theft	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c. any amount over £500 for contents within any domestic outbuildings and garages within the premises d. for loss or damage caused by any person lawfully on the premises e. for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police f. for loss or damage while the property is unoccupied g. for money, certificates, documents or valuables
7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage while the property unoccupied
8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage unless involving violent and forcible entry to or exit from the property, or by deception c. for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d. for loss or damage while the property is unoccupied
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c. for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d. for loss or damage caused by any new structures bedding down, settling, expanding or shrinking e. for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f. for loss or damage by coastal or riverbank erosion g. for loss or damage while the property is unoccupied
10. Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> a. the excess shown in the schedule b. for loss or damage caused by trees being cut down or cut back within the premises c. for loss or damage while the property is unoccupied

Section 3 – Property Owners Liability

THIS SECTION IS APPLICABLE TO ALL POLICIES

We will cover **you** for **your** legal liability as **property** owner for any amounts **you** become legally liable to pay as damages for both bodily injury or damage to **property** caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**.

We will not pay in respect of other liability covered under Section 3 more than **£2,000,000** in all unless otherwise stated in the schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is covered	What is not covered
We will compensate you :	We will not compensate you for:
<p>1. as owner for any amounts you become legally liable to pay as damages for bodily injury or death;</p> <p>2. for damage to property caused by an accident happening at the premises during the period of insurance</p>	<p>a. the excess shown in the policy schedule</p> <p>b. any liability for bodily injury to</p> <ul style="list-style-type: none">• you• any person who at the time of sustaining such injury is engaged in your service <p>c. any liability for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>d. any liability arising out of any criminal or violent act to another person</p> <p>e. damage to property owned by or in the charge or control of;</p> <ul style="list-style-type: none">• you• any other person lawfully on the premises• any person engaged in your service <p>f. any liability arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership</p> <p>g. any liability which you have assumed under contract and which would not otherwise have attached</p> <p>h. any liability arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none">• any motorised or horse drawn vehicle• any power-operated lift• any aircraft or watercraft other than manually operated rowing boats, punts or canoes• any animal <p>i. any liability in respect of any kind of pollution and/or contamination other than: caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and</p> <ul style="list-style-type: none">• reported to us not later than 30 days from the end of the period of insurance;• in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>j. any liability arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k. any liability if you are entitled to compensation under any other insurance, until such insurance(s) is exhausted</p> <p>l. the award of any court outside the United Kingdom, the Channel Islands or the Isle of Man</p>



www.howdeninsurance.co.uk

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