

magenta:specialist



policy wording

magenta  
insurance

# Contents

**Welcome to magenta insurance .....2**

**Important information.....4**

**Cancellation .....6**

**Definitions .....7**

**How to make a claim .....10**

**Section one: Buildings .....11**

**Extra benefits included within buildings .....14**

**Accidental damage to buildings.....17**

**Settling claims.....18**

**Buildings liability .....19**

**Section two: Contents .....21**

**Extra benefits included with contents.....23**

**Contents liability .....24**

**Settling claims.....25**

**General exclusions .....26**

**General conditions .....28**

# Welcome to magenta insurance

Thank **you** for choosing this household insurance policy issued by magenta insurance.

**You** should have this policy booklet, a policy **schedule** and Insurance Product Information Document (IPID). These documents provide evidence of a legally binding contract of insurance between **you** and **us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **your** needs. If they do not meet **your** needs, please return them to **your** insurance broker immediately. If the insurance described does not give **you** everything **you** need, please tell **your** insurance broker immediately.

This insurance contract is based on the information provided by **you** or on **your** behalf at the time **you** applied for this insurance and is shown in the statement of facts. Please tell **us** at once if **you** have made any mistakes or if the information provided by **you** is not accurate or complete, otherwise this policy may not be valid.

## If you have a loss, call our 24-hour Claims Helpline: 03300 567 135

This phone number is for registering new claims only and is open twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. In all cases, please aim to contact **us** within one (1) hour of a loss but no later than forty-eight (48) hours. This is regardless of whether **you** wish to make a claim under this insurance.

If **your** loss was due to theft, attempted theft, riot, or vandalism please contact the police and obtain a crime reference number.

### Law applicable to this contract

Unless **we** agree otherwise: -

The language of this policy and all communications relating to it will be English; This contract will be subject to English law and the decision of English courts.

### Rights of Third Parties

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

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under any law in any country in which this insurance applies.

### Period of insurance and premium payment

**We** have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the premium shown in the **schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. We may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

**Delegated authority**

magenta insurance is an intermediary and not an insurer. magenta insurance has not made any personal recommendation regarding the sale of this policy.

This insurance has been arranged for you by magenta insurance. The policy is underwritten by the insurer(s) shown in the schedule. magenta and magenta insurance are both trading names of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593. Registered Office: One Creechurch Place, London, EC3A 5AF.

**You** can check this on the FCA website, [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768. This insurance will be accepted under a binding authority from the insurer(s), whereby underwriting authority has been granted to magenta insurance.

**Regulation and signature**

Signed for and on behalf of the insurer;

A handwritten signature in black ink, appearing to be 'SMG', with a long horizontal flourish extending to the right.

Simon McGinn,  
Chief Executive Officer  
DUAL Corporate Risks Limited  
magenta and magenta insurance are trading names of DUAL Corporate Risks Limited

## Important information

**Data Controller:** DUAL Corporate Risks Limited. One Creechurch Place, London, EC3A 5AF.

**Contact for queries:** Data Security Manager, [DPO@dualgroup.com](mailto:DPO@dualgroup.com)

magenta and magenta insurance are both trading names of DUAL Corporate Risks Limited. For the purpose of Data Protection, the Controller of your personal data is DUAL Corporate Risks Limited.

Please make sure **you** read and understand this Privacy Notice as it explains to **you** what **we** will do with the personal information **you** give to **us** about **you** and the other people insured under **your** policy. **Your** personal information means information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured under **your** policy as it also applies to them.

### How we will use the information you give us.

**We** will only use **your** information on the basis that it is necessary to administer **your** insurance contract, help **you** make a claim, or to produce reports that help **us** see how **our** business is performing. Where **we** need to pass information to other firms, it will only be for that purpose. These firms will be insurers, other insurance brokers, and firms handling claims. It includes finance providers and firms that process or administer **our** records, as well as Industry databases used to prevent fraud and fight crime.

When **we** contact **you**, it will either be for the above reason, or because **we** have a legitimate interest in marketing related products. For any other marketing it will only be with **your** consent and **you** will be able to withdraw **your** consent or unsubscribe from any marketing activity easily, at any time.

If **we** have to transfer information to a country outside the EU, **we** will only do so if a similar level of data protection applies. If **we** need to obtain information which is by nature sensitive, **we** will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

### What type of personal information do we need?

- **We** may need personal details which might include details of members of **your** family, lifestyle, finances, business, details of **your** property or previous claims.
- **We** will only collect what is necessary and will only keep it for as long as **we** are required to do in line with **our** data retention policy. **You** can ask **us** for a copy of **our** Data Retention Policy, or view this online.

### What other types of information do we need?

- Under certain circumstances **we** may also need to obtain information about Race or Origin, Gender, and Health.
- **We** might also need details of criminal convictions.
- **We** will only collect what is necessary and protect it with appropriate security measures.

### How do we obtain your information?

- **We** may gather it from information **you** submit to a website, by telephone, face to face or by email.
- **We** may receive it from insurers, other insurance brokers and firms handling claims. It includes finance providers and firms that process or store **our** records.
- **We** may also receive it from anti-fraud databases such as CUE or from Government provided sanctions lists.

### What are my legal rights?

**You** have the right to complain, about how **we** handle **your** information specifically, to the Information Commissioner: [www.ico.org.uk](http://www.ico.org.uk) 0303 123 1113. Head office Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF.

- **You** can obtain a copy of **your** personal information from **us** without charge by contacting **us** at the address above, further details can be found in **our** Subject Access Request Policy. **You** can request this from **us** or **you** can access this online [www.magentainsurance.co.uk/privacy](http://www.magentainsurance.co.uk/privacy); This may include the right to transfer information to other providers.
- **You** have the right to ask **us** to correct information.
- **You** have the right to ask **us** to delete **your** information or stop using it, unless it is necessary for **us** to retain it for insurance or financial purposes as set out in **our** Data Retention Policy.
- **You** can find more detailed information about **your** rights, and how data is used in the insurance market on **our** website [www.magentainsurance.co.uk/privacy](http://www.magentainsurance.co.uk/privacy)
- **You** have the right to opt out of marketing activity at any time, by any method **you** wish, using the contact details contained in this notice.

#### **Profiling and Automated Decision Making**

**We** may use automated decision making, which includes profiling in **our** assessment of insurance risks and for the administration of policies. This is used to help **us** decide whether to offer insurance, determine prices and validate claims.

## Cancellation

### 1. Your cancellation rights:

**You** have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the ‘cooling off period’);

**You** should exercise this right by contacting the entity that effected this insurance on **your** behalf or by writing to **us**;

If **you** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **you** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

If the “cooling off period” has expired, **you** may cancel the policy during the **period of insurance** in writing via the entity that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

### 2. Our cancellation rights:

In addition to **our** rights set out in the following clauses:

- i. **Your** duty of fair presentation;
- ii. **Period of insurance** and premium payment;
- iii. Fraud;

**We** may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
  - i) **our** ability to process a claim; or
  - ii) the defence of **our** interests; or
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **our** staff or anyone acting on **our** behalf;

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance** **we** will return to **you** a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

# Definitions

This policy booklet, the **schedule** and any memorandum attached hereto or **endorsement** hereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. These words are shown in **bold**.

Also, where the context requires:

- ▶ words in the singular will include the plural and vice versa; and
- ▶ words expressed in one gender shall include all genders; and
- ▶ references to 'a person' shall include any individual, company, partnership or any other legal entity;
- ▶ references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.
- ▶ Please note that all headings within the policy are included for convenience only and will not form part of this policy.

- **Accidental damage**

Physical damage caused as a direct result of a single unexpected event.

- **Bodily Injury**

Death, illness, injury or disease.

- **Buildings**

- ▶ The **home**;
- ▶ greenhouses and sheds all on the same site and used for domestic purposes;
- ▶ 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 when the **home** is let out by **you** to **tenants**.

- **Business equipment**

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in the **home** (other than equipment belonging to **your** employer)

- **Communicable disease**

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- ▶ the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ▶ the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- ▶ the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here whether pandemic or non-pandemic).

- **Contents**  
Household furniture and appliances, carpets, curtains and blinds which belong to **you** as the landlord or the owner of the **home** or which are in **your** custody and control.
- **Domestic Employee**  
any person **you** employ to perform domestic duties, work or services at **your home**, this excludes any person who is hired to work for **you** in connection with **your** business.
- **Endorsement**  
An additional clause that either alters the details shown in the **schedule** or a term or terms contained in this policy booklet.
- **Excess**  
The first amount **you** must pay towards each claim. If a claim resulting from the same incident is made under more than one section of this policy, **we** will deduct the higher **excess**.
- **Family**  
**You**, **your** domestic partner, **your** children (including adopted and foster children), **your** parents and other relatives who live permanently in the **home**.
- **Flood**  
Water, from any source external to a building, which enters a building –
  - (a) At or below ground level, or above ground level, provided that part of the body of such water is at ground level; and
  - (b) Does so with a volume, weight or force which is substantial and abnormal.

The following does not constitute a flood:

  - i) The gradual seepage or percolation of water into a building (such as rising damp);
  - ii) Water escaping from a main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a flood falling with paragraph (a) and (b).
- **Home**  
The private dwelling, garages and outbuildings (but not a caravan or mobile home) at the address shown on the schedule and used for domestic purposes.
- **Occupant**  
**You** a member of **your family**, a **tenant** or a person authorised by **you** to live in the **home**.
- **Period of insurance**  
The length of time covered by this insurance (as shown on the **schedule**), the times shown are taken as the local time at **your** address and any additional period for which **we** accept **your** premium.
- **Schedule**  
The document headed 'schedule' which is provided with this policy and shows **your** details, the **period of insurance**, the cover applying and any **endorsements** which apply.
- **Self-contained**  
Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits.

- **Storm**

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.

- **Tenant and Tenants**

Any person or people paying rent to **you** under a tenancy agreement for at least six months'. Categories of

**Tenant or tenants**

- ▶ Category 1- Private

A person or people who are in full- or part-time employment, self-employed, retired, or unemployed because of a disability.

- ▶ Category 2 - Student

A person or people who are in full- or part-time education at a university, college, or teaching establishment.

- ▶ Category 3 - Tenant on benefits living permanently in the UK

A person or people who live in the **home** as accommodation arranged by a government department or local council, as long as the tenancy agreement is between **your tenant** or **tenants** and **you**, or **your** appointed letting agent.

- ▶ Category 4 - Asylum seeker

A refugee or refugees as defined by Article 1 of the 1951 Refugee Convention, who have been granted refugee status by the national authorities.

- **Unfurnished**

The **home** is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.

- **Territorial Limits**

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

- **Unoccupied**

Where the **home** has been left without an **occupant** for more than thirty (30) days in a row.

- **We, us or our**

The insurer stated in the **schedule**.

- **Workforce**

People who are employed by **you** but are not part of **your** household.

- **You, your**

The directors or partners of the business named on the **schedule** or the person or people named on the **schedule** and **your family**.

## How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy.

If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy **schedule** to see which section **you** are covered for.
2. If **your** loss was due to theft or attempted theft, damage, vandalism, riot or civil commotion tell the police a and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

## Phone Household Claims on: 03300 567 135

Tell them **your** policy number. **You** will find this on **your** policy **schedule**. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help them to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us** or **your** broker, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact them or **your** broker. They will answer any questions **you** may have.

## Section one: Buildings

The schedule will show if the cover applies

### What is covered

#### Insured events

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

What is covered	What is not covered
1. Fire and smoke.	<p><b>Excess</b> of one hundred and fifty pounds (£150) for all paragraphs in this section except for paragraphs 13 &amp; 14, unless <b>the home</b> is let by <b>you</b> and lived in partly or totally by <b>tenants</b> when the <b>excess</b> will be as shown below except for paragraphs 13 &amp; 14:</p> <p>Category 1 (Private) – one hundred &amp; fifty pounds (£150)</p> <p>Category 2 (Student) – one hundred and fifty pounds (£150)</p> <p>Category 3 (Tenant on benefits) – one hundred and fifty pounds (£150)</p> <p>Category 4 (Asylum seeker) – two hundred and fifty pounds (£250)</p> <ul style="list-style-type: none"> <li>Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.</li> </ul>
2. Earthquake.	
3. Explosion.	
4. Lightning.	
5. Aircraft and other flying objects or anything dropped from them.	<ul style="list-style-type: none"> <li>Loss or damage caused by a drone that is being operated under <b>your</b> control.</li> </ul>
6. Riot, civil commotion, strikes and labour or political disturbances	
7. Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> <li>Loss or damage caused by pets or any animal under <b>your</b> control.</li> </ul>
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> <li>Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.</li> </ul>
9. Falling trees or branches, telegraph poles or lampposts.	<ul style="list-style-type: none"> <li>Loss or damage:           <ul style="list-style-type: none"> <li>caused by cutting down or trimming trees or branches; or</li> <li>to hedges, fences and gates.</li> </ul> </li> </ul>
10. Theft or attempted theft.	<ul style="list-style-type: none"> <li>Loss or damage to the <b>home</b>:           <ul style="list-style-type: none"> <li>caused by <b>you</b>, <b>your</b> guests, lodgers, <b>tenants</b> or <b>workforce</b>; or</li> <li>while the <b>home</b> is <b>unoccupied</b>,</li> <li>while the <b>home</b> is lent, let or sublet or is not <b>self-contained</b>, unless there has been forced and violent entry into or exit out of the <b>home</b>.</li> </ul> </li> </ul>
11. Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>Loss or damage to the <b>home</b>:           <ul style="list-style-type: none"> <li>caused by <b>you</b>, <b>your</b> guests or lodgers or <b>workforce</b>;</li> <li>caused by a <b>tenant</b> or <b>tenants</b> for any amount over five thousand pounds (£5,000) in respect of any one incident.</li> <li>while the home is <b>unoccupied</b></li> </ul> </li> </ul>

## What is covered (continued)

### 12. Flood

**13.** Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

**We** will also pay the costs **you** have to pay to trace where the water or oil is leaking from, including the cost of repairs of walls, floor or ceilings.

The most **we** will pay for tracing where the oil or water is leaking from is five thousand pounds (£5,000).

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

## What is not covered (continued)

- Loss or damage to the **home** caused by:
  - frost;
  - subsidence, heave or landslip; underground water.
- Loss or damage to:
  - swimming pools, hot tubs, Jacuzzis, spas, hedges, fences and gates;
  - radio or television aerials, fixed satellite dishes, their fittings or masts.

- **Excess** of five hundred pounds (£500)
- Loss or damage to the **home** while it is **unoccupied**  
Loss or damage:
  - to fixed domestic oil tanks swimming pools, hot tubs, Jacuzzis and spas;
  - to the installation itself;
  - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- Loss or damage to the home caused by:
  - Subsidence, heave or landslip;
  - underground water.

- **Excess** of one thousand pounds (£1,000)
- Loss or damage caused by:
  - coastal or river erosion;
  - new structures bedding down, settling, expanding or shrinking;
  - newly made-up (surfaced) ground settling;
  - faulty design, workmanship or materials;
  - construction work or repairing, demolishing or altering the **building**
  - normal settlement, shrinkage or expansion;
- Loss or damage to:
  - swimming pools, hot tubs, Jacuzzis, spas, hard tennis courts, terraces, patios, drives, paths, walls, fence and gates, unless the private dwelling is damaged at the same time and by the same cause;
  - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private dwelling are damaged at the same time and by the same cause;
  - the **buildings** if compensation provided bylaw, contract or legislation.

---

**15. Storm**

- Loss or damage caused by:
    - frost;
    - subsidence, heave or landslip;
    - underground water.
  - Loss or damage to:
    - swimming pools, hot tubs, Jacuzzis or spas;
    - hedges, fences and gates;
    - radio or television aerials, fixed satellite dishes, their fittings or masts.
-

## Extra benefits included within buildings

### What is Covered

#### 1. Accidental breakage

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

#### 2. Loss of rent

While the home cannot be lived in as a result of loss or damage covered by an insured event under this section **we** will pay either:

- rent **you** would have received from an existing tenant or tenants if the **home** could have been lived in; or
- rent **you** would have received if the **home** could have been let out as a holiday home.

The most **we** will pay is twenty percent (20%) of the **buildings** sum insured.

#### 3. Selling the home

If **you** sell the **home**, from the date **you** exchange contracts **we** will give the buyer the benefit of cover by this section unless the buyer has arranged their own insurance. During this period, the buyer must keep to the terms and conditions of this policy.

### What is not covered

- Damage to the **home** while it is **unoccupied**
- Loss or damage to **home** caused by melting, warping, distortion or tobacco burns.

- Loss of rent:
  - if the **home** was **unoccupied** immediately before the insured event;
  - arising from a **tenant** or **tenants** leaving the **home** without giving notice to **you** or **your** letting agents;
  - after the **home** can be lived in again.
- Rent which is unpaid at the time of the loss or damage.
- Costs, fees or charges **you** have to pay to letting agents.

## What is Covered

### 4. Building fees and the cost of removing debris

After a claim, which is covered by an insured event under this section **we** will pay the following expenses or losses:

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

The most **we** will pay is 12.5% of the **buildings** sum insured.

## What is not covered (continued)

- Any costs for preparing a claim;

Any costs:

- which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;
- involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;

## What is covered

### 5. Accidental damage to underground cables, pipes and tanks

**Accidental damage** to underground cables, pipes and tanks serving the **home** which are in **your** care, custody or control.

### 6. Metered water

Accidental leakage of metered water caused by an insured event under this section.

The most **we** will pay is one thousand pounds (£1,000) in any one **period of insurance**.

If you insure the **buildings** and **contents** under this policy and make a claim for metered water accidentally leaking, **you** can only receive a payment under either the **Buildings** or **Contents** section of cover.

It is not possible to make a claim under the **Buildings** and **Contents** sections for the same incident.

### 7. Locks and Keys

If **your** keys are lost or stolen, **we** will pay up to two hundred and fifty pounds (£250) for the cost of replacing keys and locks to:

- intruder alarms and safes installed in the **home**; and
- an outside door of the **home**.

## What is not covered (continued)

- **Excess** of one hundred and fifty pounds (£150)
- Damage while the **home** is **unoccupied**.
- The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- Damage caused by subsidence or heave of the land, or landslip.

- **Excess** of fifty pounds (£50) unless the **home** is let to a **tenant** or **tenants** when the **excess** will be one hundred pounds (£100).
- Loss while the **home** is **unoccupied**.

- Loss or damage if the **home** is let by **you** to a **tenant** or **tenants**
- Loss or damage while the **home** is **unoccupied**

# Accidental damage to buildings

The schedule will show if this cover applies.

## What is covered

Accidental damage to the **buildings**.

We will pay for **accidental damage** to the **buildings**.

## What is not covered

- Excess of one hundred and fifty pounds (£150)
- Any damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - the **buildings** moving, settling, shrinking, collapsing or cracking;
  - any process of cleaning, repairing, dyeing, renovating or maintaining the **buildings**; or
  - faulty workmanship, design or materials.
- Damage to: domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, Jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts.
- Damage while the **home** is **unfurnished**, **unoccupied**, lent, let or sublet, or is not **self-contained**.
- Damage shown under the 'What is not covered' part of:
  - 'Insured events 1 to 15'; and
  - 'Extra benefits included with this section.'

## Settling claims

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

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

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

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the rebuild value of the **home** immediately before the damage and its value after the damage providing **we** pay no more than the cost of rebuilding or reinstating the **buildings**.

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

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim. The no claim discount is shown on the **schedule**.

### Sum insured

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

### Under-insurance

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

### Maintaining the sum insured

After **we** have settled a claim, **we** will automatically reinstate the sum insured, as long as **you** take any reasonable measures suggested to prevent any further loss or damage.

### Index linking

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

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

**You** will not be charged for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, a new premium will be calculated for the adjusted sum insured.

## Buildings liability

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

### What is covered

### Liability as the owner of the home

We will insure **your** liability as owner to pay for accidents arising in and around the **home** during the **period of insurance**.

We will provide this cover if the accident results in:

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

We will not pay more than two million pounds £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

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

### What is not covered

**You** are not covered for liability arising:

- as occupier of the **home**;
- 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, or malicious act;
- from owning or occupying of any land or buildings other than the **home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- from **you**, **your workforce** or a **tenant** or **tenants** owning or using any:
  - power-operated lift;
  - electrically, mechanically, or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
  - aircraft, hang-gliders, drones, hovercraft, land- or sand-yachts, para karts, jet-skis or watercraft (other than rowing boats or canoes);
  - caravans or trailers.

## Liability as the owner of your previous homes

**We** will insure **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 **home**, for accidents happening in and around that **home** which result in:

- bodily injury to any person other than **you**, a member of **your family**, a **domestic employee** or **your workforce**; or
- loss or damage to property which **you**, a member of **your family**, a **domestic employee** or **your workforce** do not own or have responsibility for.

**We** will not pay more than two million pounds (£2,000,000) for any one event plus any costs and expenses **we** have agreed to in writing.

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

## Accidents to your employees

**We** will insure **your** liability to pay for accidental **bodily injury** to a member of **your workforce** arising in and around the **home** during the **period of insurance**

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

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

**You** are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or the **home** was sold;
- from any cause for which **you**, a member of **your family**, or a **domestic employee** or **your workforce** are entitled to recover under another source;
- from the cost of correcting any fault or alleged fault;
- where a more recent insurance covers the liability.

- **Bodily injury** to any member of **your workforce** arising out of being carried in or on a vehicle Or entering or getting on or off a vehicles where any road traffic law says **you** must have insurance or security

## Section two: Contents

The Schedule will show if this cover applies.

### What is covered

#### Insured events

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

What is covered	What is not covered
<p><b>Insured events</b></p> <p>Loss or damage to the <b>contents</b> during the <b>period of insurance</b> caused by the following.</p>	<p><b>Excess</b> of one hundred and fifty pounds (£150).</p>
<p><b>1.</b> Fire and smoke.</p>	<ul style="list-style-type: none"> <li>Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.</li> </ul>
<p><b>2.</b> Earthquake.</p>	
<p><b>3.</b> Explosion.</p>	
<p><b>4.</b> Lightning.</p>	
<p><b>5.</b> Aircraft and other flying objects or anything dropped from them.</p>	<ul style="list-style-type: none"> <li>Loss or damaged caused by a drone that is being operated under <b>your</b> control.</li> </ul>
<p><b>6.</b> Riot, civil commotion, strikes and labour or political disturbances.</p>	
<p><b>7.</b> Being hit by any vehicle, train or animal.</p>	<ul style="list-style-type: none"> <li>Loss or damage caused by pets or animals under <b>your</b> control.</li> </ul>
<p><b>8.</b> Breakage or collapse of radio or television aerials, fixed satellite dishes their fittings or masts</p>	
<p><b>9.</b> Falling trees or branches, telegraph poles or lamp posts.</p>	<ul style="list-style-type: none"> <li>Loss or damage caused by cutting down or trimming trees or branches.</li> </ul>
<p><b>10.</b> Theft or attempted theft.</p>	<ul style="list-style-type: none"> <li>Loss or damage:           <ul style="list-style-type: none"> <li>caused by <b>you, your</b> guests, lodgers, <b>tenants</b> or <b>workforce</b>;</li> <li>while the <b>home</b> is <b>unoccupied</b>;</li> <li>while the <b>home</b> is lent, let or sublet or is not <b>self-contained</b> or if the <b>home</b> is let by <b>you</b> to a <b>tenant</b> or <b>tenants</b>, unless there has been forced and violent entry into or exit out of the <b>home</b>.</li> </ul> </li> </ul>
<p><b>11.</b> Malicious acts or vandalism.</p>	<ul style="list-style-type: none"> <li>Loss or damage:           <ul style="list-style-type: none"> <li>caused by <b>you, your workforce, your</b> guests or lodgers;</li> <li>caused by a <b>tenant</b> or <b>tenants</b> for any amount over five thousand pounds (£5,000) in respect of any one incident.</li> <li>while the <b>home</b> is <b>unoccupied</b></li> </ul> </li> </ul>
<p><b>12. Flood</b></p>	<ul style="list-style-type: none"> <li>Loss or damage caused by:           <ul style="list-style-type: none"> <li>frost;</li> <li>underground water.</li> </ul> </li> <li>Loss or damage to property outside the <b>home</b>;</li> </ul>

**What is covered (continued)**

**13.** Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

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

**15. Storm**

**What is not covered (continued)**

- **Excess** of five hundred pounds (£500)
- Loss or damage while the **home** is **unoccupied**
- Loss or damage:
  - free standing hot tubs, Jacuzzis and spas;
  - to the installation itself;
  - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device'
- The cost of the water or oil.
- Loss or damage to the home caused by:
  - Subsidence, heave or landslip;
  - underground water.

- Loss or damage:
  - caused by frost;
  - to property outside the **home**.

# Extra benefits included with contents

## What is covered

### 1. Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs; and mirrors.

## What is not covered

- **Excess** of one hundred and fifty pounds (£150)
- Damage to the **home** while it is **unoccupied**
- Damage caused by chewing, tearing, scratching or fouling by pets.
- The cost of repairing, removing or replacing frames.
- Loss or damage caused by melting, warping, distortion and tobacco burns
- Loss or damage caused by over flowing baths.

# Contents liability

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

## What is covered

### Liability as the owner of landlords contents

We will insure **your** liability as owner of the **contents** to pay for accidents arising in and around the **home** during the **period of insurance**.

We will provide this cover if the accident results in:

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

We will not pay more than two million pounds (£2,000,000) for any one event plus any costs and expenses **we** have agreed to in writing.

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

## What is not covered

**You** are not covered for liability arising:

- as occupier of the **home**;
- 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, or malicious act;
- from owning or occupying of any land or buildings other than the **home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- from **you**, **your workforce** or a **tenant** or **tenants** owning or using any:
  - electrically, mechanically, or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
  - power-operated lift;
  - aircraft, hang-gliders, drones, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
  - caravans or trailers.

## Settling claims

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

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

If the premium for this section has been discounted because **you** have not made any claims, the premium may be reduced or removed and the acceptance criteria amended if **you** make a claim.

### Sum insured

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

### Under-insurance

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

### Maintaining the sums insured

After a claim has been settled, the sums insured for **contents** will automatically be reinstated, as long as you take any reasonable measures suggested to prevent further loss or damage.

### Index linking

The sum insured for **contents** will be index-linked. This means that the sum insured for **contents** will be adjusted in line with changes in the Durable Goods Price Index or in line with any other index that **we** decide.

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

There will be no charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, a new premium for the adjusted sum insured will be calculated.

### Proof of value and ownership

To help **you** make a claim, it is recommended that **you** keep receipts and guarantees.

## 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, civil war, revolution and any similar event.
  3. Loss of value after **we** have made a claim payment.
  4. Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
  5. 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 water or oil leaking or spilling from **your** fixed domestic water or heating systems.
  6. Computer viruses or electronic data being erased or corrupted or the cost of reinstating lost data. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
  7. wear, tear or gradual deterioration; wet rot or dry rot or mould; spoilage, decay or decomposition; corrosion or rust; oxidation; erosion; leakage; any other gradually occurring loss; existing defects; dampness or dryness of atmosphere; condensation; smog or fog; or extremes or changes in atmospheric temperature.
  8. Mechanical or electrical breakdown unless a cause not otherwise excluded occurs and then only for the damage caused by such ensuing cause.
  9. Loss or damaged caused moths, termites or other insects and vermin.
  10. Deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.
  11. Any accident, injury, loss or damage caused deliberately, maliciously or will fully by **you**, **your** family, guests or tenants except for the cover provided by Sections 1 and 2 paragraph 11 and unless such an action is to save a life or prevent **bodily injury**
  12. Any losses that are not directly associated with the incident that caused **you** to claim.

- 13.** Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an "act of terrorism" means the use of biological, chemical, radioactive and/or nuclear pollution or contamination or explosion and/or the threat thereof, by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion, and vandalism and malicious mischief are not excluded hereunder

- 14.** 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 their share of the claim even if the other insurer refuses the claim.
- 15.** This policy excludes any loss, damage, claim, liability (whether actual or alleged), any cost or expense of any type or any other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the avoidance of doubt, the loss, cost, damage, liability, expense or any other amount that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a **communicable disease** or any property that is affected by a **communicable disease**.

This exclusion applies to all sections, all covers and all parts of this policy. Nothing else in this policy will override this exclusion.

(Please note that **communicable disease** includes both Covid-19 and other diseases and its full meaning is as shown in the definition for it in the Definitions section.)

## General conditions

The following conditions apply to the whole of **your** insurance. **You** and any other person entitled to benefit under this policy must keep to its terms, conditions and **endorsements**. If **you** do not keep to these conditions **we** may cancel the policy, refuse or withdraw from any claim if its non-compliance is relevant to the loss **you** have suffered, claim back from **you**, costs paid by us during your claim or do all of the above.

### 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 **your** broker immediately and take all reasonable steps to reduce the costs of these proceedings.

### 2. Telling us about a change

**You** must tell **your** broker immediately about any change in the information given to them which is relevant to this policy. If **you** do not, **your** policy may not be valid or may not cover **you** fully.

#### Examples of changes you must make your broker aware of are;

- change of address
- structural alterations to **your home**
- if **your home** will be unoccupied or unfurnished
- if **you** intend to let or sublet **your home** or **your home** is no longer occupied solely by **you** and **your** family
- if **you** no longer intend to use **your home** as **your** main residence
- if **you** or **your** family have been declared bankrupt or been subject to bankruptcy proceedings
- if **you** or **your** family have received a County Court Judgment, police caution or been convicted with any offence other than driving offences

**We** have the right to alter the premium, change any terms and conditions or cancel this policy following a change.

### 3. Claims

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

For loss or damage claims, **you** must provide (at your own expense) any documents, information and evidence that is requested. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside **your home**.

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

For liability claims, **you** must provide 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.

### 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 policy, **we** may take over, 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 policy.

## 5. Fraudulent claims

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

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

**We:**

- will not pay the claim and all cover under this policy will end;
- will not pay any other claim which has been or will be made under this policy;
- may treat this policy as having terminated with effect from the time of the fraudulent statement or action;
- will not return any premiums **you** have paid;
- may tell the police about the situation;
- will inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

## 6. More than one home

Each **home** covered by this insurance will be insured as though a separate policy applied to each.

## 7. The Construction of the Home

The **home** (unless shown differently on the **schedule**) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the **schedule**, no more than thirty percent (30%) of the roof area may be flat and/or covered with felt.

## 8. Breach of Conditions under this Policy

If it is found that **you** have not complied with any condition under this policy and that **your** compliance would normally reduce losses described in this policy. Depending if it is deliberate or reckless a claim can be avoided or reduced. Unless, **you** can prove to **us** that **your** failure to comply with any such condition would **NOT** have increased the risk of the loss occurring in the circumstances that it arose.