

## Let - RSA Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG36370 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

This is to certify that the Insured having made to the Underwriters a proposal which shall be the basis of this contract and in consideration of the payment by the Insured of the premium specified in the schedule in accordance with the written authority (which number is shown in the schedule) allows Your broker or insurance advisor to sign and issue this Certificate on behalf of Underwriters whose syndicate numbers are given in the authority and said Underwriters are hereby bound each for his own part and not one for another their Heirs Executors and Administrators to indemnify the Insured to the extent and in the manner detailed herein or endorsed hereon during the period of insurance subject to the terms Exceptions and Conditions contained herein or endorsed hereon.

For and on behalf of Underwriters:

Signed:



Authorised Signatory

### IMPORTANT

This Certificate is a legal contract and it is important that You examine it carefully to make sure that it meets Your requirements. If it does not, or Your requirements change, please let us know right away. You are reminded of the need to tell us immediately of any facts or changes which We would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Certificate, or may result in the Certificate not operating fully.

## Definitions

In this Certificate, words that are highlighted in bold have the following meanings:

### Aerials

Satellite dishes, television or radio Aerials, Aerial fittings, Aerial masts and plinths.

### Asylum Seeker

Person who seeks the status of refugee in national or international law.

### Brown Electrical Goods

Any electrical item except washing machines, kettles, toasters, sandwich makers, dish washers, fridges, freezers, spin dryers, tumble dryers, microwave ovens and vacuum cleaners.

### Buildings

The Home and its domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates, swimming pools, tennis courts, squash courts, fixtures & fittings and interior decorations

### Damage(d)

Accidental physical Damage to tangible property.

### Holiday Home

A dwelling owned by the Insured, but not occupied as their main dwelling and used as a Holiday Home for the Insured's Family, Friends &/or on a commercial basis.

### Home

The Insured Property as stated in the Certificate and the fixtures and fittings (including carpets and blinds).

### Injury

Accidental death of, accidental physical bodily Injury, physical illness or physical disease to, any third party

### Insured/You/Your

The person or people named in the Certificate Schedule.

### Loss

Accidental physical Loss, destruction or Damage

### Money

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving Certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

## Definitions (continued)

### Renovation

Internal painting and decorating, tiling, replacement of bathroom and / or kitchen fixtures and fittings including sinks, wash basin, w.c., bath and shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.

### Second Home

A dwelling owned by the Insured, but not occupied as their main dwelling and used as an alternative dwelling, but not rented out on a commercial basis.

### Unoccupied

The Home is Unoccupied when it has not been lived in for 30 consecutive days or more.

### Valuables

Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections medal collections or computer equipment.

### We/Us/Our/Underwriters

The Insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request.

### Wider Perils

Fire, explosion, lightning, earthquake, Riot, civil commotion, strikes, labour or political disturbances, Malicious acts or vandalism, Storm, Flood, The Building being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling Aerials, or vehicles, Subsidence or heave of the site the Buildings stand on or landslip and Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Home.

## Identity of Underwriters

### Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

### AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

### Aviva Insurance Limited

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

### Covéa Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259.  
Registered office, Norman Place, Reading, RG1 8DA

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Buildings Insurance

Subject to any Exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Certificate limits, We will cover You against Loss or Damage to the Buildings caused by an Insured Peril. We will not cover You for the Certificate excess shown in the Certificate Excesses section of this Certificate.

### Insured Perils

- 1 Fire, explosion, lightning and earthquake
- 2 Riot, civil commotion, strikes, labour or political disturbances, Excluding
  - a Loss or Damage while the Home is Unoccupied unless Wider Perils shown on schedule
- 3 Malicious acts or vandalism, Excluding
  - a Any claim for Loss or Damage of more than £2,500 caused by any person lawfully allowed in any part of Your Home
  - b Loss or Damage caused when the Home is Unoccupied unless Wider Perils shown on schedule
  - c Loss or Damage caused when the Home is occupied by Asylum Seekers.
- 4 Storm or Flood, Excluding
  - a Loss or Damage caused by frost
  - b Loss or Damage caused by a change in the water table
  - c Loss or Damage to gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings
- 5 Water or oil escaping from any fixed domestic appliance or system (including sprinkler systems), Excluding
  - a Loss or Damage while the Home is Unoccupied
  - b Loss or Damage to the appliance or system from which the water or oil escaped
- 6 Frost Damage to fixed water or heating systems in the Home, Excluding
  - a Loss or Damage while the Home is Unoccupied
- 7 Theft or attempted theft, Excluding
  - a Theft or attempted theft while the Home is Unoccupied
  - b Loss by deception unless the Home was entered using forcible and violent means
  - c Theft or attempted theft caused by a person lawfully allowed in any part of Your Home
  - d Loss or Damage caused when the Home is occupied by Asylum Seekers
- 8 The Building being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling Aerials, or vehicles, Excluding
  - a Loss or Damage caused to paths or drives by the weight of any vehicle
  - b Loss or Damage arising from cutting down or trimming of trees

## Building Insurance (continued)

### 9 Subsidence or heave of the site the Buildings stand on or landslip, Excluding

- a Loss or Damage caused by the settlement or movement of made up ground or resulting from coastal or river or watercourse erosion
- b Loss or Damage caused by faulty design, workmanship or material
- c Loss or Damage caused by demolition of or alterations or repairs to the Buildings
- d Loss or Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Home are Damaged at the same time and by the same cause
- e The Home or land it is on settling, shrinking, bedding down or expanding
- f Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Home was Damaged at the same time and by the same cause
- g Loss or Damage which originated prior to the Inception of this cover
- h We will not pay for normal settlement or bedding down of new structures

### 10 Accidental breakage of fixed glass, sanitary fixtures and ceramic hobs forming part of the property, Excluding

- a Loss or Damage while the Home is Unoccupied
- b Loss or Damage to accessories and fittings
- c Loss or Damage to ceramic hobs in free-standing cookers
- d Chipping, denting or scratching

### 11 Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Home, Excluding

- a Loss or Damage to any part of the cable or service pipe within the Home
- b Loss or Damage of more than £2,500 each and every claim

### 12 Accidental Damage

This extension only applies if shown in Your schedule.

We will pay for accidental Loss or destruction to the Buildings.

#### Exclusions

- a We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b We will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control
- c We will not pay for collapse or cracking of the Buildings
- d We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- e We will not pay for acts of fraud or dishonesty
- f We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- h We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Home is Unoccupied
- j We will not pay for normal settlement or bedding down of new structures
- k We will not pay for Damage to property as a result of its undergoing any process
- l We will not pay for Damage to property in transit

## Buildings Insurance (continued)

- m We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n We will not pay for property or structures in the course of construction or erection
- o We will not pay for Loss or Damage specifically excluded elsewhere under the Buildings section or elsewhere in this Certificate
- p We will not pay for the cost of general maintenance or upkeep
- q We will not pay for Loss or Damage to the interior of any Building or to the Contents, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Building, first sustains storm Damage to its roof through which the rain, snow, sand or dust enters.

### 13 Trace and Access

The reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good of Damage resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the Home
- b) accidental Damage to cables, underground pipes and drains serving the Home

Provided that the maximum amount payable under this Extension shall not exceed in any one period of insurance £2,500.

### 14 Metered Water

This Certificate extends to include Loss from accidental escape of metered water from water tanks, apparatus and pipes in consequence of an Insured Peril but only to the extent that such Loss is determined by measurement from the water authority meter for which You are responsible. This Clause excludes any Loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage. The amount payable is limited to such excess water charges levied by the water authority and in no case exceeding £2,500 in respect of any one Loss and £5,000 in the aggregate in any one period of insurance. You must record the reading of the meter at intervals of not more than 30 days.

### Loss of Rent and costs for alternative accommodation

We will pay at the Insured's request for:

- i) loss of rent if the Home becomes uninhabitable or partly uninhabitable and cannot be let
- ii) the cost of reasonable alternative accommodation if this is necessary for your tenant

resulting from Damage to Buildings occurring during the period of insurance due to one of the insured perils listed in the Buildings Insurance section of this Certificate;

Provided that

- a) We will not pay for more than 20% of the Buildings sum insured applying to the premises or to the parts of the premises damaged
- b) We will not pay for more than £25,000 in respect of alternative accommodation
- c) We will not pay for loss of rent arising from the tenants leaving the Home without giving You notice
- d) We will not pay for rent the tenants have not paid
- e) We will not pay for loss of rent to any Homes that were Unoccupied immediately before the insured event giving rise to a claim
- f) We will not pay for any letting agents share of the rent or any other expenses You must pay to the letting agent

## Buildings Insurance (continued)

g) We will not pay for loss of rent arising from any part of the Home that is used for anything other than domestic accommodation

h) We will not pay for loss of rent after We consider the Home is fit to be let

### Index Linking

We will increase Your sum insured each month in line with the house rebuilding cost index produced by the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors.

### Transfer of Interest

If at the time of Loss destruction or Damage to the Buildings hereby insured the same are under a binding but uncompleted contract for sale by You and the purchaser does not hold any insurance against such Loss destruction or Damage then on completion of the sale and at the request of You the purchaser shall be entitled to the benefits of this Certificate applicable to such Loss destruction or Damage without prejudice to the rights and liabilities of You or the Us under this Certificate up to the date of completion.

### Architects Surveyors Legal and Consulting Engineers Fees

An amount in respect of architects surveyors legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Home consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such destruction or Damage and fees shall not exceed in the aggregate the sum insured.

### European Community and Public Authorities

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of the lost destroyed or Damaged property thereby insured undamaged portions thereof

### Excluding;

- a) the cost incurred in complying with the Stipulations:-
  - i) in respect of Damage occurring prior to the granting of this Extension
  - ii) in respect of Damage not insured by this Section
  - iii) under which notice has been served upon the Insured prior to the happening of the Damage
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any peril hereby insured against
- b) the additional cost that would have been required to make good the property lost destroyed or Damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

## Buildings Insurance (continued)

### Special Conditions

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Underwriters may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Underwriters under this Extension not being thereby increased.
- 2) If the liability of the Underwriters under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Certificate then the liability of the Underwriters under this Extension (in respect of any such item) shall be reduced in like proportion
- 3) The total amount recoverable under any item of this section in respect of this extension shall not exceed;
  - a) in respect of the lost destroyed or Damaged property
    - i) 15% of its sum insured
    - ii) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which the Underwriters would have been liable had the Home by the item at the premises where the Damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Underwriters would have been liable had the Home by the item at the premises where the Damage has occurred been wholly destroyed
- 4) The total amount recoverable under any item of this Section shall not exceed its sum insured
- 5) All the terms and conditions of the Certificate except insofar as they are varied hereby shall apply as if they had been incorporated herein.

### Removal of Debris

Costs and expenses necessarily incurred by the Insured with the consent of the Underwriters in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the Home
- d) clearing drains sewers and gutters at the Home

As a result of Damage hereby insured against.

The Underwriters will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this Section

The liability of the Underwriters under this Extension and this Section in respect of any item shall in no case exceed the sum insured thereby.



## Buildings Insurance (continued)

### Unauthorised use of electricity gas or water

We will pay for the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession of or occupying Home without Your authority up to a limit of £5,000. You shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

### Settling claims for Loss or Damage

If the Buildings are Damaged We will pay the cost of replacing or repairing the Damaged Buildings provided:

- i) the Buildings were in good repair before the incident giving rise to the Damage
- ii) the sum insured is at least the same as the cost of rebuilding the Buildings

If the Buildings is an individual flat, forming part of a block, We will pay the cost to repair or replace the Damaged property providing the Buildings were in a good state of repair before the incident giving rise to the Damage and the sum insured is at least the same as the cost of rebuilding the Buildings. We will not pay for any Loss or Damage to common parts other than those parts owned by the Insured or for which they are legally responsible

If for any reason We cannot replace or repair the Damaged property We may at Our option pay an amount, not exceeding what it would have cost to replace or repair the Damaged property, up to the sum insured.

If the Buildings are Damaged and the sum insured is less than the cost of rebuilding the Buildings then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the Loss accordingly.

We will not reduce the sum insured after a claim as long as the replacement or repair work is completed, and any recommendations We make to prevent further Damage, are carried out without delay.

The most We will pay for one claim is the sum insured for Buildings (less any applicable excess).

We will not pay for replacing any undamaged part or item forming part of a set.

## Contents Insurance

This section only applies if shown in Your schedule.

Subject to any exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Certificate limits, We will cover You for Loss or Damage to the Contents in Your Home or its outbuildings or private garage caused by the following Insured Perils. We will not cover You for the Certificate excess which is shown in the Certificate Excesses section of this Certificate.

We will not cover Brown Electrical Goods

We will not cover Loss or Damage to Property used only or mainly for business or professional purposes

### Insured Perils

- 1 Fire, Explosion, Lightning and earthquake
- 2 Riot, civil commotion, strikes, labour or political disturbances, Excluding
  - a Loss or Damage while the Home is Unoccupied
- 3 Malicious acts or vandalism, Excluding
  - a Loss or Damage caused by a person lawfully allowed in any part of Your Home
  - b Loss or Damage caused when the Home is Unoccupied
  - c Loss or Damage when an Asylum Seeker/s occupy the property
- 4 Storm or Flood, Excluding
  - a Loss or Damage to Contents in the open
- 5 Water or oil escaping from any fixed domestic appliance or system, Excluding
  - a Loss or Damage while the Home is Unoccupied
  - b Loss or Damage to the appliance or system the water or oil escaped from
- 6 Theft or attempted theft, Excluding
  - a Theft or attempted theft caused by a person lawfully allowed in any part of Your Home
  - b Theft or attempted theft while the Home is Unoccupied
  - c Theft or attempted theft of Money, Certificates, documents or Valuables;
  - d Theft or attempted theft by deception unless the Home was entered using forcible or violent means
  - e Any amount over £500 from outbuildings and garages
  - f Loss or Damage when an Asylum Seekers occupy the property
- 7 The Building being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling Aerials, or vehicles, Excluding
  - a Loss or Damage arising from the cutting down of trees

## Contents Insurance (continued)

### 8 Subsidence or heave of the site the Buildings stand on or landslip, Excluding

- a Loss or Damage caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion
- b Loss or Damage caused by faulty design, workmanship or material
- c Loss or Damage caused by demolition of or alterations or repairs to the Buildings
- d Loss or Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Home are Damaged at the same time and by the same cause
- e The Home or land it is on settling, shrinking, bedding down or expanding
- g Loss or Damage which originated prior to the Inception of this cover
- h We will not pay for normal settlement or bedding down of new structures

### Additional Extensions

#### Accidental Damage

This extension only applies if shown in Your schedule.

We will pay for accidental Loss or destruction to the Contents.

#### Exclusions

- a We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b We will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control
- c We will not pay for Loss or Damage caused by collapse or cracking of the Buildings
- d We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- e We will not pay for acts of fraud or dishonesty
- f We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- h We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Home is Unoccupied
- j We will not pay for normal settlement or bedding down of new structures
- k We will not pay for Damage to property as a result of its undergoing any process
- l We will not pay for Damage to property in transit
- m We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n We will not pay for property or structures in the course of construction or erection
- o We will not pay for any Damage specifically excluded elsewhere under the Contents Section or elsewhere in this Certificate
- p We will not pay for Damage caused by tearing or fouling or chewing by animals
- q We will not pay for Loss or Damage to the interior of any Building or to the Contents, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Building, first sustains storm Damage to its roof through which the rain, snow, sand or dust enters.
- r We will not pay for the cost of general maintenance or upkeep
- s Excluding and claim for Loss or Damage of more than £5,000

## Contents Insurance (continued)

Settling claims for Loss or Damage

- 1 If the Contents suffer Loss or Damage We will replace the Damaged Contents as new, as long as the sum insured is at least equal to the cost of replacing all the Contents, However We may at Our option;
  - a pay the cost of replacing the item as new, or
  - b pay the cost of repairing any item;
- 2 If the Contents suffer Loss or Damage and the sum insured is not equal to the cost of replacing all the Contents as new, then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the Loss accordingly.

### 3 Individual Flats

- i) Cover excludes all common parts
- ii) If for any reason We cannot replace or repair the Damaged property We may at Our option pay an amount, not exceeding what it would have cost to replace or repair the Damaged property, up to the sum insured

We will not pay for replacing any undamaged part or item forming part of a set.

The most We will pay for any one claim is the sum insured for Contents, as shown on the schedule, less any excess.

We will not reduce the sum insured after a claim as long as the repair work is completed, and any recommendations We make to prevent further Loss or Damage, are carried out without delay.

## Property Owners Liability

Subject to any exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Certificate limits, We will pay all sums which You are legally liable to pay as compensation for Injury to any person or Loss or Damage to third party property arising as a consequence of Your ownership of the Home, plus Your defence costs and expenses (incurred with Our prior written agreement).

### Excluding

- a Legal Liability arising from any contract or agreement unless You would have had the liability if the contract or agreement had not existed
- b Legal Liability arising from Your profession, business or employment other than as owner of the Home
- c Legal Liability arising from You owning any land or Building other than the Home indicated in the Schedule
- d Legal Liability arising from You owning, possessing or using any:
  - i aircraft;
  - ii watercraft or hovercraft;
  - iii animal;
  - iv caravan or trailer;
  - v crossbow or firearm;
  - vi motor vehicle other than gardening equipment;
- e Injury to You
- f Loss or Damage to property You own or have in Your possession
- g Any unlawful act
- h Bodily Injury to any of Your employees or employers working on Your behalf or in connection with this insurance

## Property Owners Liability Insurance (continued)

- i More than £2,000,000 (unless otherwise stated in the schedule for any claim or claims arising from one event, or the amount as specified on Your schedule)
- j Legal liability arising out of Pollution/Contamination

Your legal liability (under Section 3 of the Defective Premises Act 1972) to pay compensation for Injury to a third party or Loss or Damage to third party property arising from a defect(s) in the Home plus Your defence costs that We have previously agreed to in writing, for any claim or claims arising from one event, or the amount as specified on Your Schedule.

Excluding

Claims for Injury, Loss or Damage of more than £2,000,000 (unless otherwise stated on Your Schedule),

Accidents to Domestic Staff

We will indemnify You for amount You become legally Liable to pay, including costs and expenses which We have agreed in writing, for bodily Injury by accident happening during the Period of Insured to Your domestic staff whilst employed at the premises shown in the Schedule

Excluding

Bodily Injury arising directly or indirectly

- from any vehicle outside the Home
- from any vehicle used for racing, pace making or speed testing
- from any communicable disease or condition

We will not pay more than £2,000,000 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.

## Certificate Excesses - As below or the amount shown in Your schedule (whichever is highest)

You must pay an amount towards each claim. The amount You pay is called the 'excess'.

The following excesses apply to each and every claim.

All tenant types excluding Asylum Seekers

	Occupied Property built after 1800	Occupied Property built before 1800	Unoccupied Property
Subsidence, landslip or heave	£1000	£1000	£1000
Buildings*	£100	£250	£500
Contents*	£100	£250	£500
Loss of rent	£100	£250	Cover not available
Property Owner's Liability	£250	£500	£500

Asylum Seekers

	Occupied Property built after 1800	Occupied Property built before 1800
Subsidence, landslip or heave	£1000	£1000
Buildings*	£500	£500
Contents*	Cover not available	Cover not available
Loss of rent	£500	£500
Property Owner's Liability	£500	£500

\*Escape of Water - £250 policy excess for each and every loss

## Claims Procedure and Conditions

If You need to make a claim, please follow the procedure below so We can deal with the matter efficiently.

It is a condition precedent to liability that

You must do the following:

1. Contact the agent that arranged this insurance for You as soon as reasonably possible or contact Us on telephone number 0113 387 9047 or 0845 458 2412. Then in order to make the Buildings secure You may undertake temporary repairs as defined and stated below.
2. Give Us full written details of Your claim as soon as reasonably possible, and always within 30 days.
3. You must notify Us within 7 days for claims under the Riot or Malicious acts or vandalism Insured Perils.
4. Tell the police immediately if Damage has been caused by Theft, attempted theft, Malicious acts or vandalism.
5. Take all reasonable steps to reduce and prevent any further Injury, Loss or Damage.
6. Give Us, at Your expense, all information and evidence (including written estimates and proof of ownership and value) We ask for.
7. Send to Us (unanswered) every letter, claim, writ, summons or other legal document You receive in relation to the claim.
8. Supply, at Your own expense, all reports, Certificates, plans, specifications, quantities information, proof of rent being received and help We ask for.

You must not do the following:

1. Abandon any item to Us.
2. Dispose of any Damaged items before We have inspected them.
3. Negotiate, admit or settle any claim or offer without Our permission in writing.

We may do the following:

1. Enter any of the Buildings where the Injury or Damage has happened, keep the insured property and deal with the salvage in a reasonable way.
2. Negotiate defend or settle (in Your name and on Your behalf) any claim made against You.
3. Appoint a Loss adjuster to deal with the claim.
4. Arrange to repair the Damage to the Buildings or insured property.

### Temporary Repairs

You may make good the Buildings following Damage caused by an Insured Peril without Our prior authorisation. You are permitted to do the following without prejudicing Your position:

- a Necessary boarding up following Damage to fixed glass in windows, doors, fan lights and skylights to make the Buildings secure
- b The provision of temporary doors for the purpose of weather proofing or securing the Buildings
- c Weather proofing Buildings
- d Securing the site

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of this Certificate.

## Conditions Precedent to Liability

The following are Conditions Precedent to Insurers liability under this Insurance Certificate. You must comply with these Conditions. Failure to do so may invalidate any claim.

### 1. Changes in circumstances

You must immediately tell Us about any change in Your circumstances. In particular You must tell Us if there is a change to:

- a the address of the Home;
- b the use of the Home (including if the Home becomes Unoccupied).
- c the type of tenant occupying the Home
- d the Home's structure
- e total cost of rebuilding the Home, total cost of replacing the Contents
- f any change to the materials facts of this Certificate

As soon as You are aware that Your Home will be unattended for more than 21 days in a row anytime during the period 01 November to 15<sup>th</sup> April You must immediately:

- a turn off the water at the mains and drain the system
- b turn off any oil supply at the tank

### 2. Unoccupied Home

If any part or parts of the Home becomes Unoccupied during the period of insurance or is Unoccupied at the start of this insurance, the following will apply to the Unoccupied part or parts:

- a the gas, electricity and water supply is turned off at the mains and the system drained (however a fixed central heating system may remain in operation provided the heating system is linked to a frost-stat and a minimum temperature of 4°C is maintained):

You or Your agents must inspect the Unoccupied part or parts of the Home at least every 14 days to make sure that:

- b all outside doors are securely locked;
- c all ground-floor and accessible upper-floor windows are securely fastened and any broken windows boarded up; and
- d the Home and all yards and areas surrounding the Home are free from fuel and waste materials

You must keep a record of all inspections and We must be able to inspect Your records at any time.

### 2 If the Buildings are broken into or vandalised. You must immediately:

- a make the property safe and secure;
- b follow the claims procedure set out in this Certificate; and
- c. keep a record of any necessary work and inspections. We must be able to inspect Your records at any time

The following events will not be covered at any time in respect of the Unoccupied part or parts of the Home:

- 1 Riot, civil commotion, strikes, labour or political disturbances unless Wider Perils shown on schedule
- 2 Malicious acts or vandalism unless Wider Perils shown on schedule
- 3 Water or oil escaping from any fixed domestic appliance or system
- 4 Theft or attempted theft
- 5 Frost Damage to fixed water or heating systems in the Home.
- 6 The excess specified in the "Certificate Excesses" section

Also, We will not pay for any Damage to any part of the Home caused by water or oil escaping from any fixed domestic appliance or system within the Unoccupied part or parts of the Home.



## Conditions Precedent to Liability (continued)

### 3. Maintenance and safety requirements

- a A current Gas Safety Record must have been issued and complied with and a Gas Safe registered engineer must inspect and service all gas appliances at least every 12 months. Also, any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- b If furnished, all upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1 March 1993 must keep to the relevant fire resistance requirements.
- c You must give Your tenants all relevant instruction manuals.

You must keep records of all inspections, checks and work that has been carried out. We must be able to inspect these records..

You must keep records of all checks and work that has been carried out. We must be able to inspect these records.

Note: Part Owner Occupied, Long Leasehold or Management Company

The Conditions Precedent to liability numbered 3a, 3b & 3c will not apply to that part of the Home or property that are occupied by the freehold owner or long leasehold owner.

### 4. Flat Roof

All flat roof sections (unless constructed of concrete) must be less than 10 years old.

If the above Condition Precedent is not complied with all liabilities for claims arising from Damage to or as a result of the flat roof are excluded.

### 5. Holiday Home / Second Home

All perils are insured unless otherwise stated in Your schedule if You or Your agents must inspect the Holiday Home / Second Home part or parts of the Home at least every 14 days, and keep records of visits, to make sure that:

- a) all outside doors are securely locked:
- b) all ground-floor and accessible upper-floor windows are securely fastened and any broken windows boarded up; and
- c) the Home and all yards and areas surrounding the Home are free from fuel and waste materials

## General Conditions (applicable to all Sections of this Insurance)

### 1. Certificate Voidable

This Insurance shall be Voidable in the event of non-disclosure, misrepresentation or misdescription in of any material fact or particular.

### 2. Observance

Observance of the terms of this Certificate relating to anything to be done or complied with by You is a Condition Precedent to any liability of Insurers.

### 3. Reasonable care

- a You at Your own expense must take all reasonable steps to prevent Injury, Loss or Damage.
- b You must maintain the Buildings and Contents in a sound condition and good repair.

### 4. Warranties

Every warranty shall, from the time the warranty applies, continue to be in force throughout the period of the Insurance and non compliance with any warranty insofar as it increases the risk shall be a bar to any claim.

### 5. Personal representatives

If You die, Your personal representatives will have the benefit of this insurance for the rest of the current period of insurance as long as, they tell Us, as soon as possible, about Your death, and they keep to all terms and conditions of this Certificate.

### 6. Contracts (Right of Third Parties) Act 1999 Clarification Clause

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

### 7. Cancellation

We may cancel the Certificate by writing to You at Your last or known address confirming that all cover will end 14 days after the date of Our letter.

You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the Certificate wording, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim on this Certificate, not to refund any premium.

This Certificate may be cancelled at any time at the request of the Insured in writing to the Intermediary who effected the Certificate, and the premium hereon shall be adjusted on the basis below.

If the Premises is unoccupied the following return shall be given

Up to	1 month	75%
	2 months	65%
	3 months	55%
	4 months	50%
	5 months	40%
	6 months	30%
	7 months	20%
	8 months	10%
	Over 8 months	None

Subject to a minimum time on risk charge of £25.00 + IPT + any administration fee.

If the Premises are occupied then a pro-rata return will be issued subject to a minimum time on risk charge of £25.00 + IPT + any administration fee.

## General Conditions (applicable to all Sections of this Insurance) (continued)

### 8. Instalment Premiums

If You default under a credit arrangement to pay the premium, all coverage ceases from the default date unless We agree in writing to re-instate cover.

### 9. Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated. We may also make this insurance invalid and recover any Money We have paid to You or Your representative.

### 10. Governing law

Under UK law You and We can choose the law that will apply to this insurance contract. Unless You and We have agreed otherwise, this contract will be governed by and interpreted in accordance with English law.

### 11. Other insurance

If You have any other insurance Certificates which cover the same Loss, Damage or liability as this Certificate, We will pay only Our share of any claim.

### 12. Rights to recovery

We may take, or ask You to take any action necessary to recover from a third party any costs We become liable for under this Certificate. We may do this before or after We pay Your claim.

### 13. Non-invalidating Clause

This insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the Buildings insured without Your knowledge provided that You notify Us immediately on becoming aware and pay any additional premium that may be required from the date of such change.

### 14. Data Protection Act 1998

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

### 15. Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

## General Exclusions

This Certificate does not cover the following:

- 1 Existing Damage
  - a Any Loss or Damage occurring before the start of this Certificate
  - b Any Loss or Damage deliberately caused by You or anyone working on Your behalf

- 2 Redevelopment, Building and construction work(s)

Any Loss or Damage caused as a result of or in consequence of Building work(s) falling outside of and not categorized within the definition of Renovation.

- 3 Use of the Buildings
  - a Any Loss or Damage caused by any portable heaters.
  - b Costs for keeping to any requirements or regulations You knew of before the Loss or Damage occurred.
- 4 Loss of value and consequential financial Loss
  - a Loss of value of the Buildings, Contents or any other Home.
  - b Consequential Loss (that is any Loss which happens as a result of, or has any side effect financial, economic or otherwise, as a result of any Loss to the Buildings or Contents You have insured).
- 5 Any Loss or Damage caused by wear and tear or any gradually operating cause.
- 6 Loss or Damage caused by domestic pets or by insects or vermin.
- 7 Pairs and sets  
The cost of replacing or altering any undamaged part or item forming part of a set.
- 8 Property not covered
  - a Living creatures.
  - b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them.
  - c Property more specifically insured by any other Certificate
  - d Plants, trees and shrubs in the garden.
- 9 Property being confiscated or detained by any government or public or local authority.
- 10 Sonic bangs  
Any Loss or Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.
- 11 Diminution in value  
Any reduction in value of the Home following repair or replacement paid for under this insurance.
- 12 War Exclusion  
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 a Damage to property by or under the order of any government or public or local authority.

## General Exclusions (continued)

### 13 Radioactive Contamination and Nuclear Assemblies Exclusion

- 1 Any 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 radioactive 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.
  - iii the causing, occasioning or threatening of harm of whatever means:
  - iv 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.

### 14 Terrorism Exclusion

Any 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 insurance an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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.

This insurance also excludes Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any Loss, Damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Complaints

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Commercial Express Quotes Limited  
Units 3 & 4, Castlegate Court,  
Castlegate Way,  
Dudley  
DY1 4RD

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Financial Services Compensation Scheme (FSCS)  
Royal & Sun Alliance Insurance plc, AIG Europe Limited, Aviva Insurance Limited and Covéa Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. Further information may be obtained from Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 020 7892 7301 or [www.fscs.org.uk](http://www.fscs.org.uk).