

POLICY WORDING

Please read carefully and retain



Property Insurance for Flats and Apartments

Welcome to Intasure Property Insurance

designed exclusively for Flats and Apartments



Intasure's property insurance is designed exclusively for Flats and Apartments. Insurance cover is provided by Underwriters at Lloyd's.

Please read the policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by insurers named in the schedule.

This policy should be read together with your schedule and any endorsements.

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

for and on behalf of Intasure®

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 - Kelly Adjusters Limited

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.intasure.com

The policy has several Sections. Check **your schedule** to see which Sections are in force and any clauses or **endorsements** that are applicable.

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How to use your Policy

YOUR POLICY

Here is **your** new policy containing details of the cover **you** have arranged. **We** have made every effort to make **our** intentions clear. Please read **your** policy carefully and if **you** have any queries **we** will be pleased to help **you**.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the policy.

WHAT COVER IS INCLUDED?

The policy is divided into a number of different Sections. To find which Sections are in force **you** should check **your schedule**, the document sent with the policy. The **schedule** also tells **you** how much **you** are insured for under each Section.

HOW MUCH TO INSURE FOR

It is up to **you** to make sure that the amounts **you** insure for represent the full re-building cost of the **building(s)** and the full replacement costs as new of the **contents** concerned. Remember, if **you** underinsure, claim payments may be reduced. **You** can change **your** Sums Insured at any time - **you** do not have to wait for renewal.

IF YOU HAVE A QUERY

If **you** have any queries or concerns regarding this policy **you** should contact **us** using telephone numbers at the beginning of this policy wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **You** will have received the policy documents upon the day following the date it was emailed / posted to **you**.

Once cover has commenced outside the 30 day period, **you** may cancel **your** policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the **Insurer's** cancellation rights, please refer to the General Conditions section of **your** policy wording.

CHANGES IN YOUR CIRCUMSTANCES

Your policy has been based on the information which **you** have given **us** about **yourself** and **your Property**. **You** must tell **us** as soon as practicable of any changes to this information including

of course any change of address. **You** must also notify **us** if **you** or anyone living with **you** are declared bankrupt or are convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.

Please see condition I on page 17 for more detail in relation to the information **we** need to know about and the potential consequences of not providing **us** with that information.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the policy and **Schedule** to check that **you** are covered. To register a claim please contact **Kelly Adjusters Limited** on **01371 829 276**. Or **you** may write to:

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

You should also refer to the section on pages 10 and 13, Settlement of Claims.

YOUR RESPONSIBILITIES

In order to protect **your** property to its fullest extent **we** will expect **you** to comply with all terms and conditions.

When property is unattended all accessible doors and windows must be secured.

GOVERNING LAW

There is a choice of law for this insurance, but unless **We** agree otherwise English Law applies.

Definitions Applying to the Whole Policy

Definitions are set out below and any word or phrase which has a definition is printed throughout this policy in bold type.

Act of Terrorism

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.

Buildings

Residence, including:

- 1 interior decorations, landlords fixtures and fittings, (including fitted carpets in the common parts), telecommunications, aerials, aerial fittings and masts;
- 2 telephone, gas, water, electric and other instruments, meters, piping, cabling and the like and the accessories thereof, including similar property in adjoining yards or roadways or underground, belonging to **you** or to suppliers or others for which **you** are responsible;
- 3 **garden** walls, patios, terraces, hedges, gates, fences, paths, drives, car parks, cess pits and septic tanks; and
- 4 outbuildings, swimming pools, hot tubs, jacuzzis, squash and tennis courts and gymnasias, used by residents for domestic and leisure purposes;
- 5 wells, lakes and rivers within the boundary of the property for liability cover only.

Computer virus

A corrupting instruction that propagates itself via a computer system or network.

Contents

Domestic furniture and furnishings, tenants interior decorations, fixtures and fittings and satellite dishes, receiving aerials and their fittings and masts which belong to **you**, or for which **you** are responsible and are contained in, or fixed to, the **residence** where **you** are providing accommodation other than for **your** own use. The term **contents** does not include valuables or money or property more specifically insured by this or any other policy.

Costs and Expenses

- 1 All **costs and expenses** recoverable by any claimant from **you**;
- 2 the **costs and expenses** incurred with **our** written consent for
 - a) representation at any coroner's inquest or inquiry in respect of any death; and
 - b) the defence of proceedings in any court brought against

you in respect of breach or alleged breach of statutory duty resulting in **injury**; and

- 3 all other **costs and expenses** of litigation incurred with **our** written consent.

Damage

Loss or damage.

Electronic data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such equipment.

Employee

- 1 Any person under a contract of service or apprenticeship with **you**;
- 2 any labour master or labour only sub contractor or person supplied by any of them;
- 3 any self employed person;
- 4 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by **you**; and
- 5 any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme whilst engaged in working for **you** in connection with the **buildings** or **contents** insured by this policy or the **land**.

Endorsement

A change in the terms of this policy.

Excess

First part of any claim which **you** must pay.

Garden/Land

The open ground within the boundaries of the land belonging to the Insured property.

Heave

Upward and/or lateral movement of the site on which **your Buildings** stand caused by swelling of the ground.

Injury

Death, bodily injury, illness or disease.

Insurers / Underwriters

The **insurers** stated in the **Schedule** and Intasure as administrators of the policy.

Land

Land belonging to the **residence**.

Definitions Applying to the Whole Policy

Landslip

Downward movement of sloping ground.

Light construction

Any domestic outbuilding, including sheds, greenhouses, glass conservatories, lean-tos, car ports and pergolas.

No Claims Bonus/Discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

Period of insurance

Period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have accepted, or have agreed to accept, the premium.

Residence

Private dwelling(s) or block(s), of flats, including outbuildings and garages, at the addresses(es) shown in **your schedule**.

Schedule

The current **schedule** issued by **us** as part of **your** policy shows details of the Policyholder, the property insured, the **period of insurance** and which sections of the policy apply.

Single article limit

The maximum amount to be paid on any one item, of **contents** £1,000 unless otherwise shown in the **Schedule**.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Territorial Limits

United Kingdom the Channel Islands and the Isle of Man.

Unoccupied

For more than 30 consecutive days

- 1) not furnished for normal occupation; or
- 2) furnished for normal occupation, but has not been lived in by any person with **your** permission.
- 3) Vacant, empty or not in use.

We/us/our(s)/ourselves

The **Insurers** stated in the **Schedule** and Intasure as administrators of the policy.

You/your/yourself

Person(s), company(ies) or entity named in **your schedule**.

Index Linking of Sums Insured

The sums insured in **your schedule** will be adjusted monthly in line with the following.

Buildings

The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another index will be used.

Contents

The government's General Index of Retail Prices. Should this index not be available another index will be used.

Specific limits detailed in this policy are not index-linked.

No charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments will continue from the date of **damage** to the settlement of the resulting claim, provided **you** have not unreasonably delayed notification or settlement of the claim.

Important

Because of regional and national variations in the construction of **buildings** and cost of materials **you** should review **your buildings** sum insured on a regular basis.

No additional charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments Index Linking will continue from the date of **damage** to the settlement of the resulting claim, provided **you** have not unreasonably delayed notification or settlement of the claim.

Your schedule states if this section is in force

We will pay for

A The standard perils Damage to buildings caused by
1 Fire, lightning, explosion, earthquake and subterranean fire.
2 Smoke.
3 <ul style="list-style-type: none"> • Storm • Flood • Hail • Snow • Avalanche
4 Escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
5 Freezing or forcible or violent bursting to any fixed heating or domestic water installation in the residence .

We will not pay for

The amount of any Excess shown in your schedule
A Any loss or damage caused as a result of the property being used for illegal activities.
1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.
2 (a) Damage resulting from any gradually operating cause. (b) Pollution damage .
3 Loss or damage caused <ul style="list-style-type: none"> (a) by subsidence or landslip (b) by frost. (c) to Buildings of Light construction, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (d) to swimming pool/hot tub/jacuzzi covers, filtration plants, heaters and pumps. (e) by weight of snow on Buildings of Light construction, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (f) by a rise in the water table (the level below which the ground is completely saturated with water).
4 (a) The first £250 of each claim in respect of any property comprising a flat or maisonette (unless higher policy excess specified). (b) Damage caused while the residence is unoccupied . (c) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water. (d) Damage to buildings of light construction . (e) Loss or damage to Swimming pools/Hot tubs/Jacuzzis , filtration plants, heaters and pumps and all other ancillary equipment (f) Loss or damage caused by wet or dry rot. (g) Loss or damage to the installation itself caused by corrosion or wear and tear.
5 (a) Damage caused while the residence is unoccupied . (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the caused of the leak/burst. The policy covers the resultant damage from any escape of water.

Section 1 - BUILDINGS

Your schedule states if this section is in force

We will pay for

We will not pay for

		The amount of any Excess shown in your schedule
6	Theft or attempted theft involving forcible and violent entry or exit.	6 (a) Loss or damage caused by you , any member of your family, any of your partners, directors, or employees or any occupier to the flat in which they reside. (b) Loss or damage caused while the residence is unoccupied . (c) Solar panels unless securely fitted to the building in a non-accessible position, £500 excess to apply. (d) Mysterious and/or unexplained disappearance.
7	Riot, strike, labour or political disturbance or civil commotion.	7
8	Malicious persons or vandals.	8 (a) Damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police. (b) Damage caused while the residence is unoccupied .
9	Subsidence or heave of the site upon which the buildings stand, or landslip .	9 (a) The first £1000 of each claim (unless higher excess specified). (b) Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools, hot tubs/jacuzzis and tennis courts unless the foundations beneath the external walls of the buildings are damaged at the same time by the same cause. (c) Damage (i) Due to coastal or river erosion; (ii) Resulting from demolition, alteration or repair to the buildings ; (iii) Resulting from faulty workmanship, defective design or the use of defective materials; (iv) Resulting from the movement of solid floors, unless the foundations beneath the external walls of the buildings are damaged at the same time, by the same cause; or (v) Resulting from the bedding down of new structures or settlement of made up ground. (d) Loss in market value of the property.
10	Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.	10 Damage caused by domestic pets or birds.
11	Falling trees or branches (including the cost of removal up to £500, lamp posts or telegraph poles, causing damage to the buildings .	11 (a) Damage to gates, fences or hedges and structures of light construction (b) Destruction or damage caused during felling or lopping operations.
12	Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.	12 Damage to the Fixtures and fittings themselves caused by corrosion or wear and tear..

Your schedule states if this section is in force

We will pay for

13 Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, shower screens and fitted ceramic hobs all forming part of the **buildings**.

Limited to £5,000 in any one **period of insurance**.

14 Accidental **damage** to underground services to the **residence** for which **you** are legally liable.

B Accidental damage optional extension
Your **schedule** states if this is in force.
Accidental **damage** to the **buildings**.

We will not pay for

The amount of any Excess shown in **your schedule**

13 (a) Breakage caused while the **residence** is **unoccupied**.
(b) **Damage** to or the cost of removing or replacing frames.
(c) Breakage of property not in sound condition.
(d) Frost **damage**

14 Damage resulting from
(a) clearing, rodding or attempting to clear, a blockage;
(b) wear and tear or any gradually operating cause;
(c) **damage** caused by rodents / vermin;
(d) blockage in pipes.

B

1 The cost of maintenance.

2 Loss or **damage**
(a) Specifically excluded elsewhere in this section;
(b) Caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;
(c) Caused by faulty workmanship or design or the use of defective materials;
(d) Caused by settlement or shrinkage of the **buildings**; or
(e) Caused while the **residence** is **unoccupied**.
(f) by inherent defect and electrical or mechanical breakdown.
(g) to Swimming pools, filtration plants, heaters, pumps and swimming pool covers.
(h) to solar panels.
(i) by pollution.

Section 1 - BUILDINGS

Additional covers

The following additional covers apply which shall be subject to the exclusions to this section and the general exclusions to this policy.

1 Additional costs and expenses

The additional costs of

- a) architects', surveyors', and other professional fees;
- b) clearing debris, demolition or shoring or propping up; and
- c) complying with government or local authority requirements necessary as a result of **damage** insured by this section.

We will not pay for the following.

- i) In respect of a) above, fees incurred for preparing any claim under this policy.
- ii) In respect of b) above, costs for complying with requirements notified before the **damage** occurred.

2 Loss of rent and cost of temporary accommodation

Up to 25% of the **buildings** sum insured for

- a) loss of rent payable to **you**;
- b) any ground rent payable by **you**; and
- c) the reasonable costs of necessary temporary accommodation for the owner or lessee if it is not possible to live in the **residence** as a result of **damage** insured by this section.

3 Damage to landscaped gardens

Up to £1000 in any one **period of insurance** for the costs of restoring **damage** to landscaped gardens caused by the emergency services while attending the **residence** as a consequence of **damage** insured by this section.

4 Clearance of drains

The indemnity provided by this section extends to include the costs incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers or similar underground service areas for which **you** are responsible in consequence of any peril insured by this section, subject to a limit of liability of £2,500 each and every claim.

5 Trace and access

Up to £2,500 for costs of locating the source of **damage** caused by escape of water or oil from any fixed domestic water services or heating installations at the **residence**, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search within the main building of the property.

We will not pay for the following.

- (a) The cost of repairing/replacing the pipe work.
- (b) **Damage** to Swimming pools / Hot Tubs / Jacuzzis.
- (c) **Damage** to underground services.
- (d) **Damage** caused by frost/freezing is excluded whilst the **Residence** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **Residence** is vacated for more than two weeks.

6 Transfer of interest in the residence

If **you** are selling the **residence**, the purchaser will have the benefit of this section during the period between exchange of contracts and completion, provided that the **residence** is not insured under any other policy.

7 Indemnity to owners or lessees

If the **buildings** are occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, any person which is the owner or lessee of any flat managed by **you** will be treated as **you** for the purpose of this section.

8 Contents of common parts

The definition of **buildings** extends to include carpets, curtains, furniture and furnishings owned by **you**, or for which **you** are responsible, whilst contained in the common parts of any one block of flats, subject to a limit of liability of £5,000 any one claim.

9 Public authorities

The insurance by this section extends to include such additional cost of reinstatement of any lost or damaged **buildings** insured herein as may be incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of, any act of parliament, or with bye laws of any municipal or local authority, provided that the amount recoverable under this additional cover shall not include:

- a) the cost incurred in complying with any of the aforesaid regulations or bye laws
 - i) in respect of **damage** occurring prior to the granting of this additional cover;
 - ii) in respect of **damage** not insured by this section;
 - iii) under which notice had been served upon **you** prior to the happening of the **damage**; or
 - iv) in respect of undamaged **buildings** or undamaged portions of **buildings**, other than foundations of that portion of the **buildings** lost or damaged

Section 1 - BUILDINGS

Additional covers

- b) The additional cost that would have been required to make good the **buildings** lost or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye laws not arisen;
or
- c) the amount of any rates, tax duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **buildings** by the owner thereof by reason of compliance with any of the aforesaid regulations or bye laws.

This additional cover shall not amend the limit of liability provided by this section.

Section 1 - BUILDINGS

Special conditions

1 Reinstatement basis of payment

Subject to the provisions stated below, the basis upon which the amount payable in respect of any item to which this condition applies is to be calculated shall be the reinstatement of the property lost or damaged.

For this purpose reinstatement means

- a) the rebuilding or replacement of property that has been lost, provided that **our** liability is not increased, may be carried out
 - (i) in any manner suitable to **your** requirements; and
 - (ii) upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to, or substantially the same as, but not better or more extensive than, its conditions when new.

Provided that

- a) **our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- b) if, at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property insured by any item subject to this condition exceeds its sum insured at the commencement of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured shall bear to the sum representing the whole of such property at that time; and
- c) no payment beyond the amount which would have been payable in the absence of this condition shall be made:
 - (i) unless reinstatement commences and proceeds without unreasonable delay;
 - (ii) until the cost of reinstatement shall have been actually incurred; or
 - (iii) if the property insured by any item at the time of its **damage** shall be insured by any other insurance effected by **you**, or on **your** behalf, which is not upon the same basis of reinstatement.

2 Day One Value Basis

This condition only applies when Day One Value Basis is stated against any item in the **schedule** applicable to this section.

- a) **You** having stated in writing the declared value incorporated in each item to which this condition applies, the premium has been calculated accordingly. Declared value means **your** assessment of the cost of reinstatement of the property insured by any item arrived at in accordance with paragraph a) of special condition 1 at the level of costs applying at the inception of the year of insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for

- i) the additional cost of reinstatement to comply with public authority requirements;
 - ii) professional fees; and
 - iii) debris removal costs.
- b) At the inception of each year of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s).

In the absence of such declaration the declared value for the previous year of insurance shall be increased by a percentage determined by **us** and the resultant figure shall be taken as the declared value for the ensuing year of insurance.
- c) Proviso b) of Special Condition 1) is amended to read as follows.

If at the time of **damage** the declared value of the property insured by such item be less than the cost of reinstatement (as defined above) at the inception of the year of insurance then **our** liability for any **damage** shall not exceed that proportion thereof which the declared value bears to the cost of reinstatement.

3 Subrogation waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against

- a) any company
 - i) in the relation of holding company or subsidiary to **you**; or
 - ii) which is a subsidiary of a parent company of which **you** are **yourself** a subsidiary in each case within the meaning of the relevant companies' legislation current at the time of the **damage**.
- b) the tenant of any **building** insured by this section provided that:
 - i) the **damage** did not result from a breach of the terms of the lease by the tenant;
 - ii) the **damage** did not result from a criminal, fraudulent or malicious act of the tenant; and
 - iii) the tenant contributes to the cost of insuring the **buildings** against the event which caused the **damage**.

4 Non invalidation

The insurance by this section will not be made invalid by any act omission or alteration which, unknown to **you** or beyond **your** control, increases the risk of **damage** provided that **you**

- a) notify **us** immediately **you** become aware of such act, omission or alteration; and
- b) pay any additional premium that **we** may require.

Your schedule states if this section is in force

We will pay for

We will not pay for

We will pay for	We will not pay for
A The standard perils Damage to contents caused by	The amount of any Excess shown in your schedule
1 Fire, lightning, explosion, earthquake or subterranean fire.	A Any loss of damage caused as a result of the property being used for illegal activities
2 Smoke.	1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.
3 <ul style="list-style-type: none"> • Storm • Flood • Hail • Snow • Avalanche 	2 (a) Damage resulting from any gradually operating cause. (b) Damage caused by pollution.
4 Escape of water, sewage or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.	3 (a) Damage caused by frost. (b) Loss or damage to swimming pool/hot tub/jacuzzi covers. (c) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water).
5 Theft or attempted theft involving forcible and violent entry or exit.	4 (a) Damage caused while the residence is unoccupied . (b) Loss of or damage to the installation or appliance itself. (c) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.
6 Riot, strike, labour or political disturbance or civil commotion.	5 (a) Damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police. (b) Damage caused while the residence is unoccupied . (c) Loss by deception unless deception is only used to gain entry to the residence .
7 Malicious persons or vandals.	6
8 Subsidence or heave of the site upon which the buildings stand, or landslip .	7 (a) Damage that any resident of the residence has caused, allowed, chosen to overlook or not reported to the police. (b) Damage caused while the residence is unoccupied .
8 Subsidence or heave of the site upon which the buildings stand, or landslip .	8 Damage due to coastal or river erosion; (a) resulting from demolition, alteration or repair to the buildings ; (b) resulting from faulty workmanship, defective design or the use of defective materials; (c) resulting from the movement of solid floors, unless the foundations beneath the external walls of the buildings are damaged by the same cause and at the same time; or (d) resulting from the bedding down of new structures or settlement of made up ground.

Section 2 - CONTENTS

Your schedule states if this section is in force

We will pay for

	The amount of any Excess shown in your schedule
9	Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.
10	Falling trees or branches, lamp posts or telegraph poles.
11	Falling satellite dishes, solar panels, receiving aerials and their fittings or masts.
12	Accidental breakage of ceramic hobs, mirrors, glass tops to furniture and fixed glass in furniture in the residence .
13	Accidental damage to satellite dishes, solar panels, receiving aerials and their fittings and masts fixed to the residence .
B	Accidental damage optional extension Your schedule states if this is in force. Accidental damage to contents in the residence .

We will not pay for

	The amount of any Excess shown in your schedule
9	Damage caused by domestic pets or birds.
10	Damage caused by felling or lopping.
11	Damage caused to them.
12	Breakage caused while the residence is unoccupied .
13	Damage caused <ul style="list-style-type: none"> (a) by wear and tear or electrical or mechanical defect; or (b) by cleaning, repair, restoration or use contrary to maker's instructions.
B	1 Damage specifically excluded elsewhere in this section.
	2 Damage caused <ul style="list-style-type: none"> (a) by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions, cleaning, repair, alteration, restoration, dyeing, depreciation or any gradually operating cause; or (b) by inherent defect and electrical or mechanical breakdown; or (c) by faulty workmanship or design or the use of defective materials. (d) by settlement or shrinkage of the buildings; or (e) to swimming pools, hot tubs, Jacuzzis, filtration plants, heaters, pumps and swimming pool, hot tub, jacuzzi covers. (f) by pollution
	3 Damage caused while the residence is unoccupied .

Additional covers

The following additional covers apply which shall be subject to the exclusions to this section and the general exclusions to this policy.

1 Loss of rent and cost of temporary accommodation

Up to 25% of the **contents** sum insured for

- a) rent payable by **you** or to **you**; and
- b) the reasonable costs of necessary temporary accommodation for the owner or lessee if it is not possible to live in the **residence** as a result of **damage** insured by this section.

2 Loss of keys

Up to £250 for replacing necessary locks and keys of

- a) alarms and safes installed in the **residence**
- b) external doors and windows of the **residence** following loss or theft of the keys.

3 Metered water and heating oil

Up to £1000 for loss of metered water or domestic heating oil following accidental **damage** to interior fixed domestic water or heating installations in or on the **residence**.

We will not pay for **damage**

- (a) caused while the **residence** is **unoccupied**.
- (b) to Swimming pools./ Hot tubs / Jacuzzis
- (c) caused by frost/freezing whilst the **residence** is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the property is vacated for more than two weeks.

Claims settlement for contents

Provided that if, at the time of **damage**, the sum insured is not less than the full replacement cost, **we** will at **our** option

- 1 replace the item(s) as new
or
- 2 pay the cost of repair for items which can be economically repaired
or
- 3 pay the full replacement cost.
The full replacement cost is the cost of replacing all **contents** as new.

Where **you** have chosen not to repair or replace an item, **we** will make a deduction for wear, tear and depreciation.

The maximum amount payable by **us** for any one claim

- a) in respect of **contents** not in the **residence** but within the boundaries of the **land** will be £250; or
- b) in total shall not exceed the sum insured stated in **your schedule** plus 25% of the sum insured on the relevant **contents** item for loss of rent and cost of temporary accommodation described in additional cover 1) of this section.

The sum insured will not be reduced following payment of a claim.

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items forming part of a set, suite or other article of a uniform nature, colour or design, when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the sum insured is less than the replacement cost, **we** will only pay the same proportion of the **damage** as the sum insured bears to the full replacement cost. For example, if the sum insured represents only half of the full replacement cost, **we** will only pay for one half of the amount lost or damaged.

Excess

Unless a different **excess** is specified in **your schedule**, **you** will pay the first £250 of each claim.

Section 3 - PUBLIC LIABILITY

Your schedule states if this section is in force

We will pay for

A Property owners liability

- 1 Your legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental loss of or **damage** to property incurred
 - (a) as owner (not occupier) of the **buildings and land** insured by Section 1 of this policy;
 - (b) in connection with any other private residence formerly owned and occupied by **you** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that no other insurance covers the liability.

If Section 1 Buildings of this policy expires or is cancelled cover under this paragraph A)1)b) shall continue for a period of 7 years in respect only of the **residence**.

- 2 Your legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental loss of or **damage** to property incurred as owner of the **contents** insured by Section 2 of this policy.

Provided that **our** liability for any one claim or series of claims arising out of any one incident described in 1) and 2) above shall not exceed £2,000,000, plus **costs and expenses**.

B Indemnity to owners or lessees

If the **residence** is occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, **we** will treat as though he/she were **you**, any person who is the owner or lessee of any flat managed by **you**, provided that the amount payable shall not exceed the limit of liability stated in this section.

C Pollution

Notwithstanding exclusion A) 4) of this policy, the indemnity provided by this section will include pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring provided that such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

We will not pay for

- 1 Liability arising from accidental **injury** to **you** or any of **your employees**.
- 2 Loss of or **damage** to property which belongs to **you** or for which **you** are responsible.
- 3 Liability arising from the ownership or use of motor vehicles (other than gardening machines) or lifts.
- 4 Liability arising from any profession, business or employment **you** are engaged in other than in connection with the ownership of the **buildings and land** or **contents**.
- 5 Liability arising from any agreement or contract unless liability would have applied anyway.
- 6 Liability arising from the passing on of any infectious disease, or any virus, syndrome or illness.
- 7 Compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.

This policy does not cover the following.

A General

Any loss, **damage**, legal liability or **costs and expenses** directly or indirectly caused by, or contributed to, or arising from

1 Radioactive contamination

- a) Ionizing radiations from, or contamination by radioactivity from, any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) The emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.
- e) The emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s)).

2 War

- a) Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- b) 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 (a) above.

3 Sonic bangs

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 Pollution

Pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which results from any of standard perils 1-9 of Section 1 Buildings.

5 Date recognition failure

The failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software, whether the property of the insured or not correctly to

- a) Recognize any date as its true calendar date;
- b) Capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- (c) Capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which result from any of standard perils 1-12 of Section 1 Buildings.

6 Property Ownership

The policy excludes loss and/or **damage** caused to the property and any **contents** as a direct result of any dispute over any ownership of the property.

7 Terrorism

Damage, liability, cost or expense of whatsoever nature occasioned by or happening through or in consequence directly or indirectly of

- (a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- (b) in Northern Ireland
 - (i) riot civil commotion
 - (ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

This insurance also excludes Damage, liability, 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.

In any action suit or other proceedings where We allege that by reason of this definition any Damage is not covered by this insurance (or is covered only up to a specified limit of liability) the burden of proving that such Damage is covered (or is covered beyond a specified limit of liability) shall be upon You.

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

General Exclusions Applying to the Whole Policy

B Land

Any loss (including loss of value) of or **damage** to the **land** or any part of the **land**.

C Loss in value

Loss in value of any property following repair or replacement.

D Computer virus(es) and electronic data

In respect of Sections 1 and 2 of this policy only, **damage** directly or indirectly occasioned by or happening through or in consequence of **computer virus(es)**, or from erasure or corruption or alteration of **electronic data**.

Provided that this exclusion shall not apply to **damage** which results from any of standard perils 1-4, 7 or 10 of Section 1 Buildings

E Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

- (i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- (ii) the presence of asbestos in any building and/or structure and /or on **land** and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos.

It is further agreed that this insurance shall not apply to;

- (a) any obligation to defend any claim proceedings or suit brought against the insured
- (b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

General Conditions

Applying to the Whole Policy

A Reasonable care

You must take all reasonable steps to prevent accidents, loss or **damage** and maintain the property in a sound condition and good repair.

B Cancellation

1 We can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

2 You have the right to cancel the insurance policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **you** will have received the policy documents upon the day following the date it was emailed / posted to **you**.

Once cover has commenced outside the 30 day period, **you** may cancel **your** policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding -see paragraph 4 below.

3 If you pay **your** premium by direct debit and there is any default in payment, **we** may cancel this policy by giving notice in accordance with paragraph 4 below. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

4 Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

C Other insurance

If any loss, **damage**, liability, costs or expenses covered by this policy is insured elsewhere, **we** will only pay **our** rateable proportion of any claim.

D Fraud

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this policy as terminated with effect from the date of the **Insured's** fraudulent act.

E Conditions Precedent

The due observance of the terms, provisions, conditions and endorsements of this policy by **you** in so far as they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this policy.

Where: (i) there has been a failure to comply with a term (express or implied) of this policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this policy, the **Insurer's** liability under the policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

F Governing law

There is a choice of law for this insurance, but unless **we** agree otherwise, English law applies.

G Contracts (Rights of Third Parties) Act 1999

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 condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

General Conditions

Applying to the Whole Policy

G 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.

H Changes to Circumstances

You must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **us** within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **us** if **you** require a copy of **your** Statement of Fact or **your** schedule.

You must also tell **us** within 14 days of becoming aware:

- of any intended or ongoing major alterations, repairs or redevelopment works to the **buildings**.
- the whole block has been sold.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your** schedule.
- of any change to the use of the **buildings**, e.g. if the **buildings** are to be used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the buildings e.g. if the buildings are to be unoccupied for any continuous period exceeding 30 days, or
- that any member of your household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy, e.g. whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by **you** is not complete and accurate **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

I Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance either You or Us may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address.

After such cancellation We shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (i) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to Us by You and
- (ii) no claims have been paid by Us or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect.

Conditions Applying in the Event of a Claim

A Notification of claims

1 Loss of or damage to property

In the event of loss of or **damage** to property likely to result in a claim **you** must

- a) as soon as practicable report to the police any theft, malicious **damage**, vandalism or loss of property;
- b) advise **your** insurance intermediary or **us** as soon as possible and at **your** expense provide full written details and proofs that **we** require; and
- c) take all reasonable steps to minimise **damage** and take all practical steps to recover lost property and discover any guilty person.

2 Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- a) advise **us** as soon as practicable and as soon as possible provide full written details and any assistance that **we** require;
- b) as soon as practicable send to **us** any letter, writ, summons or other legal document issued against **you** without answering it; and
- c) not negotiate, pay, settle, admit or deny any claim without **our** written consent.

B Conduct of claims

1 Our rights

In the event of a claim **we** may

- a) enter into and inspect any **buildings** where the **damage** has occurred and take charge of any damaged property - no property may be abandoned to **us**; and
- b) take over and control any proceedings in **your** name, for **our** benefit, to recover compensation from any source or defend proceedings against **you**.

2 Recovery of lost or stolen property

If any lost property is recovered, **you** must let **us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **you** must take it back and **we** will then pay for any **damage**.

If the property is recovered after payment of the claim it will belong to **us**, but **you** will have the option to retain it and refund any claim payment to **us**.

If **you** have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

The Managing Director
Intasurè
Oakhurst House
77 Mount Ephraim
Tunbridge Wells, Kent
TN4 8NS

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Law Applicable to Contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws.

Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** are based, or, if **you** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** are based.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** are based, or, if **you** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** are based.

How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Details of your Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 - Kelly Adjusters Limited





ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 - Kelly Adjusters Limited

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