

Resilet
Policy



Welcome

Thank **you** for choosing Canopius for **your** household insurance.

This document and the schedule set out what is and what is not covered, together with the sums insured and any special terms that may apply. They both form the contract of insurance between **you** and **us** and should be read together.

Please check that they meet **your** needs and that you understand them.

If **you** have any questions about these documents, please contact **your** insurance adviser who will be pleased to help **you**.

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General terms that apply to Sections one and Section two of this insurance only

General conditions

The following conditions apply to Sections one through four of this insurance only. Any additional conditions are shown in the section to which they apply or as stated on **your schedule**.

Your duties

- 1 **You** must take all reasonable steps to prevent any loss, damage or an accident and maintain all **your** property in a good condition and repair.
- 2 **You** must take 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 **your broker** or **Insurance adviser** to let **us** know if there are any changes to the information set out in **Your schedule**. **You** must also tell **your** broker or **insurance adviser**.
 - ❖ if **you** leave the **private residence unoccupied** and/or **unfurnished**
 - ❖ at least 21 days before **you** undertake any structural work to extend, renovate, build or demolish any part of the **buildings**, or before **you** enter into any contract for the works.

When **we** receive this notice, **we** may then amend the conditions of this **policy**. If **you** do not tell **us** about these changes, **we** may not pay **your** claim.

- 3 **You** must keep the sums insured at a level which represents the full value of the property. Full value should represent the following:
 - ❖ for **buildings** - the full rebuilding cost including removal of debris and professional fees.
 - ❖ for **contents** - the current cost as new.

For **your** protection **we** will index link the sums insured in Section One (**buildings**) and Section Two (**contents**) to the relevant indexes below.

Section One (**buildings**) The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.

Section Two (**contents**) The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have chosen.

We will not charge **you** any extra premium for any monthly increase in sums insured. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured. For **your** protection, if the index falls below zero, **we** will not reduce the sum insured.

General terms that apply to Sections one and Section two of this insurance only (continued)

4 Claims

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

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

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

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

5 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this policy, **we** may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this policy.

6 Regulations and conditions for rented accommodation

You must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens, **we** may not pay the claim.

You or an authorised person must inspect the inside and outside of the **private residence** at least once every six months.

If the **private residence** is lived in by category 2, category 3 or category 4 tenants, the following conditions will apply on top of those shown in the document, or **we** may not pay a claim.

A. The bedrooms must not be used for cooking food, other than for making tea and coffee.

B. The bedrooms must not be heated by portable heaters, other than electrically-powered or convector heaters.

C. All rubbish stored in the **private residence** must be removed each week.

General terms that apply to Sections one and Section two of this insurance only (continued)

- D. The bedrooms must not be used for cooking food, other than for making tea and coffee.
- E. The bedrooms must not be heated by portable heaters, other than electrically-powered or convector heaters.
- F. All rubbish stored in the **private residence** must be removed each week.

7 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

8 More than one private residence

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

9 Flat roof inspection condition

All flat roof sections of the **private residence** must be inspected and tested at least once every two years by a qualified, independent building and roofing contractor. **You** or **your** letting agent must be able to give **us** a valid certificate or written report signed by the contractor confirming the roof section is in a weatherproof condition.

If **you** do not keep to this, **we** may decide not to pay a claim.

Cancelation

If you wish to cancel this policy

If **you** find this **policy** does not meet **your** requirements, **you** may cancel this **policy** within the first 14 days of **you** buying this insurance or within 14 days of when **you** receive the **policy** documents whichever is later. **We** will provide a full refund of the premium paid if **you** have not made a claim on this **policy**. If **you** have made a claim **we** can decide not to refund any premium.

If **you** wish to cancel after this period, **you** may cancel this **policy** by giving **your broker or insurance advisor** 30 days' notice in writing. Any return premium due to **you** will depend on how long this **policy** has been in force. **We** can decide not to refund any premium if **you** have made a claim on this **policy**.

If we wish to cancel this policy

We may cancel this contract of insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this **policy** has been in force.

We will only cancel this **policy** or any part of it for a valid reason or if there are serious grounds to do so, such as:

- ❖ Where **your** Broker has been unable to collect a premium payment. In this case they will contact **you** in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your** policy will be cancelled if payment is not received by the end of the cancellation notice period.
- ❖ Non-cooperation or failure to supply any information or documentation **we** request.
- ❖ **Your** use of threatening or abusive behaviour or language.
- ❖ **Your** failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this **policy** has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

You must take reasonable care to provide complete and accurate answers to the questions we ask **you**.

If **we** establish that **you** deliberately or recklessly provided **us** with incorrect information **we** will treat this **policy** as if it never existed and decline all claims.

Cancellation (continued)

If we wish to cancel this policy continued

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this **policy** and setting its terms and premium **we** may:

- ❖ treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- ❖ amend the terms of **your policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- ❖ charge **you** more for **your policy** or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;

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

- ❖ intend to treat this **policy** as if it never existed;
- ❖ need to amend the terms of **your policy**; or
- ❖ require **you** to pay more for **your** insurance.

Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **our** returning **your** premium.

Complaints

We aim to provide a first class service. If **you** have any reason to complain about **your** insurance **policy**, or **us**, please refer to the complaints procedure below.

The first step is to contact:
Divisional Underwriter – UK Property
Canopus
Gallery 9
One Lime Street
London
EC3M 7HA

When **you** do this, please quote **your** insurance **policy** number as it will help **us** to deal with **your** complaint promptly.

In the event that **you** remain dissatisfied **you** can refer **your** complaint 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 <http://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
Exchange Tower
Harbour Exchange Square
London E14 9SR

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

This does not affect **your** right to take legal action if necessary.

Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** are unable to meet our obligations under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Financial Sanctions

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

Third Parties

You and **us** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Choice of Law

This **policy** is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Important Phone Number

Home Insurance Claims 0303 366 9000 (option 2)

This phone number is for registering new claims covered under this policy. It is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that **we** can take any action necessary.

Please see page **16** for the steps of how to make a claim.

Anti-Fraud and Credit Checks

We may conduct anti-fraud and credit checks using various databases such as CIFAS, CUE and Hunter at any stage of **your** period of insurance to confirm that all information provided to **us** by **you** is correct.

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job applicants and employees

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data Protection Notice

Your Insurers are the data controller (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to our [Privacy Notice](#) which will be available on **our** website during May 2018 www.canopius.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In Summary:

To enable us to take the necessary steps to enter into a contract with **you** to provide the appropriate insurance products and services, **Your Insurers** may collect the following personal information about **you**, including:

Name, date of birth, address, other contact details, occupation, financial information such as bank details, details of insured items or cover required including the location of those items where applicable, details of additional people who **you** are including on the proposal or policy, claims history excluding details of personal injuries or medical conditions

We may also collect the following sensitive personal information about **you** and additional people who **you** are including on the proposal or policy, where the provision of this type of insurance is in the substantial public interest:

Medical details, criminal convictions and County Court Judgments, claims history including details of personal injuries or medical conditions

Your Insurers collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection, claims validation or for communication purposes related to **your** cover). We will ensure that third parties keep **your** information secure and do not use it for purposes other than those that **we** have specified in the [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information to enforcement authorities if they ask **us** to, or to a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If you have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in the [Privacy Notice](#), please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK privacy@canopius.com
T + 44 20 7337 3700

The contract of insurance

This policy, the **schedule** and any endorsements set out what is and what is not covered, together with the **sum insured** and any special terms that may apply. They form the contract of insurance between **you** and **us** and should be read together. Please read them carefully to make sure they provide the cover **you** need. **You** should keep them in a safe place. **You** may need them if **you** have to make a claim. This policy is based on the information **you** gave when **you** applied for the insurance and **your** agreement to pay for it. **You** must tell **us** about any changes in this information as soon as possible, otherwise **you** may not be covered.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

The Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are shown in bold.

- **Accidental damage:** Damage caused as a direct result of a single unexpected event.
- **Buildings:** The structure of the **private residence**, garages and outbuildings (but not a caravan or mobile home), greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and **your** fixtures and fittings.

Carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £5,000 in total.

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

- **Contents:** Household furniture, carpets, curtains and appliances which belong to **you** or for which **you** are legally responsible.

Contents do not include **your** fixtures and fittings or property belonging to **your tenant or tenants**.

Your contents are not covered if the **private residence** is being lived in by **tenant or tenants** in: category 2, category 3 or category 4, as detailed on page 8.

- **Period of insurance:** The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.
- **Private residence:** The living accommodation at the address shown on the schedule, lived in as an individual house, apartment(s) or flat(s).
- **Tenant and Tenants:** Any person or people paying rent to **you** under a tenancy agreement for at least six months'.

Categories of **tenant or tenants**

- **Category 1- Private**
A person or people who are in full- or part-time employment, self-employed, retired, or unemployed because of a disability.

- **Category 2 - Student**
A person or people who are in full- or part-time education at a university, college, or teaching establishment.
- **Category 3 - Tenant on benefits living permanently in the UK**
A person or people who live in the **private residence** as accommodation arranged by a government department or local council, as long as the tenancy agreement is between **your tenant or tenants** and **you**, or **your** appointed letting agent.
- **Category 4 - Asylum seeker** A refugee or refugees as defined by Article 1 of the 1951 Refugee Convention, who have been granted refugee status by the national authorities.

The schedule will show which category this insurance has been issued for.

- **United Kingdom**
Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.
- **Unoccupied**
Where the **private residence** has been left without **tenants** for more than 30 days in a row.
- **We, us, our**
Lloyd's Syndicate 4444. Managed by Canopius Managing Agents Limited. Firm reference number 204847. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Administered by Adrian Flux Insurance Services Group East Winch Hall, East Winch, King's Lyn, Norfolk, PE32 1HN under a binding authority agreement. Authorised and Regulated by the Financial Conduct Authority under FCA Number 307071.
- **Workforce**
Your employees.
- **You, your**
The person or people named on the schedule, or the directors or partners of the business named on the schedule.

How to make a claim

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

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

1. Check **your** policy schedule to see which section **you** are covered for.
2. If **you** are a victim of theft, damage or vandalism, or something is lost or damaged away from the **Private Residence**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

Phone Canopus Claims on: 0303 366 9000 (option 2)

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

This phone number is for registering new claims and is open 24 hours a day, 365 days a year.

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

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

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** insurance adviser. **We** will answer any questions **you** may have.

Section One: Buildings

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

What is covered

Insured events

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

- | | |
|---|--|
| 1 | Fire and smoke. |
| 2 | Earthquake. |
| 3 | Explosion. |
| 4 | Lightning. |
| 5 | Aircraft and other flying objects or anything dropped from them. |
| 6 | Riot. |
| 7 | Being hit by any vehicle, train or animal. |

What is not covered

We will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefits 4 and 5).

Category 1 (Private) - £100

Category 2 (Student) - £125

Category 3 (Tenants on benefits) - £150

Category 4 (Asylum seeker) - £250

- Loss or damage while the **private residence is unoccupied.**
- Loss or damage caused by pets;
- Loss or damage caused to:
 - paths or drives by the weight of any vehicle; or
 - roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).

What is covered

8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.

9 Falling trees or branches, telegraph poles or lamp posts.

10 Theft or attempted theft.

11 Malicious acts or vandalism.

12 Flood.

What is not covered

- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
- Loss or damage:
 - to hedges, fences and gates; or
 - caused by cutting down or trimming trees or branches.
- Loss or damage:
 - while the **private residence** is **unoccupied**, unless there has been forced and violent entry into or exit out of the **private residence**; or
 - caused by **you, your workforce** or **your tenant or tenants**.
- Loss or damage:
 - while the **private residence** is **unoccupied**,
 - caused by **you**, or;
 - caused by **your tenant or tenants** for any amount over £5,000.
- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip;
 - caused by underground water.
- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

What is covered

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

What is not covered

- Loss or damage while the **private residence is unoccupied**.
- Loss or damage caused by:
 - subsidence, heave or landslip;
 - faulty workmanship; or
 - chemicals or a chemical reaction.
- Loss or damage to:
 - fixed domestic oil tanks, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a ‘frost-stat device’.

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

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **private residence** is damaged at the same time and by the same cause;

continued overleaf

What is covered

What is not covered (continued)

- solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause; or
 - **your buildings** if the loss or damage is covered by law, contract or legislation.
- The first £1,000 of every claim.

15 Storm.

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

Extra benefits included with buildings

We will also cover the following.

What is covered

1 Accidental breakage

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

What is not covered

- We will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefits 4 and 5).
 - Category 1 (Private) - £100
 - Category 2 (Student) - £125
 - Category 3 (Tenants on benefits) - £150
 - Category 4 (Asylum seeker) - £250

- Damage while the **private residence** is **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

What is covered

2 Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an insured event under section one: Buildings, **we** will pay the rent **you** would have received from existing **tenant or tenants** if the **private residence** could have been lived in. **You** may only claim this benefit under one section of this document.

What is not covered

- Any amount over 20% of the sum insured for **buildings** for any one claim.
- Loss of rent:
 - if the **private residence** was **unoccupied** immediately before the insured event;
 - arising from **your tenant or tenants** leaving the **private residence** without giving notice to **you** or **your** letting agents; or
 - after the **private residence** can be lived in again.
- Rent which is unpaid at the time of the loss or damage.
- Costs, fees or charges **you** have to pay to **your** letting agents.

3 Selling the private residence

If **you** sell the **private residence**, from the date **you** exchange contracts **we** will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

- Any claim for loss or damage to **your buildings** if the buyer is insured under any other insurance.

4 Metered water

Metered water accidentally leaking following an insured event. Up to £1000 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

- The first £100 of every claim.

What is covered

5 Accidental damage to underground cables, pipes and tanks

We will pay for **accidental damage** to underground cables, pipes and tanks serving the **private residence** for which **you** are legally responsible.

What is not covered

- The first £100 of every claim.
- Damage while the **private residence** is **unoccupied**
- The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- Damage caused by subsidence or heave of the land, or landslip.

6 Building fees and the cost of removing debris

- After a claim, which is covered by an insured event under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.
- The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened; or
 - for making the site stable.
- Any amount over 12.5% of the sum insured for **buildings** for any one claim.

Settling claims

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

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

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

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **private residence** as soon as possible before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines, or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

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

Sum Insured

The most **we** will pay under section one: Buildings is the sum insured for **buildings** shown on the schedule, adjusted in line with index-linking. This includes the extra expenses and fees listed under Extra benefit 6 'Building fees and the cost of removing debris' in section one: Buildings.

Under-insurance

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

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** and **your tenant or tenants** take any measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

Index Linking

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

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

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Buildings liability

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

What is covered

Liability as the owner of the private residence

We will insure **your** liability as owner to pay for accidents happening in and around the **private residence** during the **period of insurance**. **We** will provide this cover if the accident results in:

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

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

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

What is not covered

You are not covered for liability arising:

- as the occupier of the **private residence**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- from owning or occupying any land or buildings, other than the **private residence**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
 - from **you**, **your workforce** or **your tenant or tenants** owning or using any:
- power-operated lift;
- electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
- aircraft, hang-gliders, hovercraft, land- or sand yachts, parakarts, jet- skis or watercraft (other than rowing boats or canoes);
- caravans or trailers;
- animals other than **your** pets;

What is covered

Liability as the owner of previous private residences

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **private residence** which **you** owned, for accidents happening in and around that **private residence** which result in:

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

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

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

What is not covered (continued)

- animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
- dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

You are not covered for liability arising:

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

Section Two: Contents

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

What is covered

Insured events

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

1. Fire and smoke.
2. Earthquake.
3. Explosion.
4. Lightning.
5. Aircraft and other flying objects or anything dropped from them.
6. Riot.
7. Being hit by any vehicle, train or animal.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
9. Falling trees or branches, telegraph poles or lamp posts.

What is not covered

The first £100 of every claim under insured events 1 to 15.

- Loss or damage caused by pets.
- Loss or damage caused by cutting down or trimming trees or branches.

What is covered

What is not covered

10. Theft or attempted theft.

- Loss or damage:
 - while the **private residence** is **unoccupied**, unless there has been forced and violent entry into or exit out of the **private residence**; or
 - caused by **you**, **your workforce** or **your tenant** or **tenants**.

11. Malicious acts or vandalism.

- Loss or damage:
 - while the **private residence** is **unoccupied**;
 - caused by **you** or **your workforce**; or any amount over £5,000 caused by **your tenant** or **tenants**.

12. Flood.

- Loss or damage caused by:
 - frost;
 - underground water.
- Loss or damage:
 - to property outside the **private residence**.

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

- Loss or damage:
 - while the **private residence** is **unoccupied**;
 - caused by faulty workmanship;
 - to free-standing hot tubs, jacuzzis or spas;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- The cost of the water or oil.

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

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;

What is covered

What is not covered (continued)

- construction work or repairing, demolishing or altering **your buildings**; or
- solid floors moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.

15. Storm.

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

Extra benefits included with contents

What is covered

1. Accidental breakage

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

2. Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an insured event under section two: Contents, **we** will pay the rent **you** would have received from existing **tenant or tenants** if the **private residence** could have been lived in. **You** may only claim this benefit under one section of this document.

3. Metered water

Metered water accidentally leaking following an insured event.

Up to £1000 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

What is not covered

- The first £100 of every claim.
- Damage while the **private residence** is **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- The cost of repairing, removing or replacing frames.

- Any amount over 20% of the sum insured for **contents** for any one claim.
- Loss of rent:
 - if the **private residence** was **unoccupied** immediately before the insured event;
 - arising from **your tenant or tenants** leaving the **private residence** without giving notice to **you** or **your** letting agents; or
 - after the **private residence** can be lived in again; or
 - which is unpaid at the time of the loss or damage.
- Costs, fees or charges **you** have to pay to **your** letting agents.

- The first £100 of every claim.

Settling claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

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

Sum insured

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

Under-insurance

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

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** and **your tenant** or **tenants** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index-linking

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

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

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts and guarantees.

Contents liability

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

What is covered

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **private residence**.

We will pay up to £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

- Bodily injury arising from any infectious disease or condition

General exclusions

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to or arising from, the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic data being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 9 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

- 10 Illegal acts

Endorsements

An endorsement only applies if the endorsement's number is shown on the schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with the schedule.

The general terms, exclusions and conditions apply to all endorsements.

Endorsement number H1 – Other interest

The name shown on the schedule has a financial interest in your buildings.

Endorsement number H7 – Excess clause (Buildings)

We will not pay the first amount shown on the schedule for any claim under section one: Buildings.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H8 – Unoccupancy

The 30-day limit does not apply and the following terms do apply.

While the **private residence** is **unoccupied**:

- during the period from November to March all main supplies must be turned off and the water and central heating systems must be drained, unless the central-heating system is kept running to maintain a minimum temperature of 15°C throughout the **private residence**;
- **you**, or an authorised person, must inspect the inside of the **private residence** every seven days;
- theft or attempted theft will not be covered unless there has been a forced and violent entry into or exit from the **private residence**; and
- the Accidental breakage extension of section one: Buildings is deleted.

We will not pay the first £250 of every claim.

Endorsement number H14 – Excess clause (Contents)

We will not pay the first amount shown on the schedule for any claim under section two: Contents.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H27 – Subsidence, heave or landslip clause

Insured event 14 in section one: Buildings and section two: Contents is deleted.

Endorsement number H33 – Contractor’s clause

We will not pay for any loss, damage or liability arising out of the activities of any contractor.

Endorsement number H36 – Exclusion of theft

We will not provide any cover for insured event 10 – theft or attempted theft, under any part of this insurance.

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