



YOUR POLICY WORDING

Residential Let Holiday Homes Unoccupied Policy



CASTLE

CASTLE AGENCIES LTD

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RESIDENTIAL LET / HOLIDAY HOMES / UNOCCUPIED BUILDINGS & CONTENTS POLICY

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

When drawing up this policy, we have relied on the information and statements, which you have provided in the proposal form (or declaration) on the date shown in the schedule.

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

Important Notice to the Insured

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. Castle Agencies LTD should be contacted immediately if any correction is necessary.

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INTRODUCTION

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

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

- ♦ **you** are clear which **sections you** have requested and want to be included;

- ♦ **you** understand what each **section** covers and does not cover;
- ♦ **you** understand **your** own duties under each **section** and under the insurance as a whole.

Please contact **your broker** immediately if the information you have provided is not correct, does not meet **your** requirements or if **you** would like to ask any questions.

Wherever the following words appear in bold they will have the meanings shown below.

Accidental Damage	Damage caused suddenly and as a result of an external, visible and unexpected cause.
Bodily Injury	An identifiable physical injury caused by sudden, unexpected, external and visible means. Bodily injury includes death, illness or disease but not defamation.
Buildings	<p>The private residence(s) specified in the schedule and includes:</p> <ul style="list-style-type: none"> ♦ the main domestic structure ♦ outbuildings used for domestic purposes ♦ decorative finishes ♦ fixtures and fittings ♦ lifts ♦ domestic fixed fuel tanks ♦ underground service pipes and cables ♦ sewers and drains ♦ swimming pools ♦ permanently fitted hot tubs ♦ hard tennis court ♦ lawns ♦ garden walls ♦ patios ♦ steps ♦ terraces ♦ ornamental man-made ponds ♦ fountains ♦ radio and TV aerials ♦ satellite dishes ♦ solar panels ♦ external lighting ♦ alarm systems and surveillance equipment ♦ hedges ♦ fences ♦ gates ♦ paths and drives <p>situated at the address or addresses shown in the schedule which belong to you or for which you have a legal responsibility.</p>

Business	Any employment, trade, occupation or profession.
Business Property	Office furniture, furnishings, office equipment including documents and computer equipment owned by you used in connection with a business conducted from the home .
Contents	<p>The household goods of the buildings including:</p> <ul style="list-style-type: none"> ♦ furniture ♦ furnishings ♦ photographic equipment ♦ money ♦ outdoor items ♦ business property ♦ gardening implements ♦ tractors and their trailers used solely for domestic purposes ♦ fine art and antiques ♦ your fixtures and fittings including interior decorations if you are not responsible for insuring the buildings all of which belong to you or for which you have a legal responsibility. <p>This definition does not include:</p> <ul style="list-style-type: none"> ♦ caravans, aircraft, watercraft or mechanically propelled vehicles, other than: <ul style="list-style-type: none"> • domestic gardening equipment • electric wheelchairs • models and toys and their spare parts and accessories, (although cover is provided for your computerised motor vehicle accessories when taken out of the vehicle and kept in the building of your home) ♦ any part of the structure of the buildings ♦ animals ♦ personal possessions or credit cards.
Credit Cards	Bankers', cash, charge, cheque or credit cards which you or those members of your family living with you or any other person who forms part of your household are entitled to possess under the terms of the issue of each card.
Endorsement	A change in the terms and conditions of this insurance.
Excess(es)	The amount(s) specified in the schedule for which you are responsible for each claim
Fine Art and Antiques	<p>Fine Art and Antiques includes, but is not limited to:</p> <ul style="list-style-type: none"> ♦ collectible furniture ♦ rugs ♦ tapestries ♦ drawings ♦ etchings ♦ paintings ♦ photographs ♦ prints ♦ books ♦ manuscripts ♦ porcelain ♦ sculptures ♦ stamps or coins forming part of a collection ♦ articles made of precious metal and/or semi-precious or precious stone ♦ gold and silver plated items, and ♦ other collectible items or objects of virtue <p>either owned by you or for which you have a legal responsibility to the owner.</p> <p>Fine art and antiques excludes:</p> <ul style="list-style-type: none"> ♦ jewellery ♦ furs ♦ personal possessions.

Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	Your private residence(s) as specified in the schedule or where you have two or more private residences, so long as each are specified in the schedule separately. Home includes the area of the plot described in the title deeds of each home as well as the structure and outbuildings used for domestic purposes, the address of each being as shown in the schedule .
Household	Those members of your family, your relatives and any other persons (but not boarders or lodgers) permanently living with you at any building(s) together with permanently resident domestic servants employed by you or a member of your family.
Insured Event(s)	All loss, damage or legal liability that arises as a result of any single incident or occurrence.
Insurer(s)	Your insurance is underwritten by AmTrust Europe Limited Registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Member of the Association of British Insurers.
Jewellery	Articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, pearls and set/unset gemstones and watches.
Landslip	Downward movement of sloping ground.
Money	Includes the lawful currency of any origin country and also includes: <ul style="list-style-type: none"> ♦ bankers drafts ♦ cheques ♦ postal and money orders ♦ travellers cheques ♦ securities ♦ saving stamps and certificates ♦ premium bonds ♦ negotiable instruments ♦ sports season tickets and gift vouchers, and any similar instruments which can be dealt with in a manner similar to any of those indicated. <p><i>This definition does not include money held for trade or business purposes, promotional vouchers, air miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.</i></p>
Outdoor Items	<ul style="list-style-type: none"> ♦ garden statuary ♦ garden furniture ♦ swings ♦ slides and climbing frames ♦ flower containers and urns <p>all kept in the garden of your home either temporarily or permanently.</p>
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Possessions	Items of a personal nature normally worn, used or carried by you in your daily life which you own or for which you are responsible including: <ul style="list-style-type: none"> ♦ jewellery ♦ audio and visual equipment ♦ furs ♦ hand luggage. <p>Excluding money and credit cards.</p>
Photographic Equipment	This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.
Premises	The address(es) which is named in the schedule .

Schedule	The schedule gives details of the insurance you have selected and contains details of the building(s) , sums insured , period of insurance , premium, and details of which sections of this Castle All Risks Policy are insured including the excess(es) applicable to each insured section .
Section(s)	This policy wording is divided into 4 sections numbered 1–4. Your selection of coverage is set out in the schedule .
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building , other than by settlement .
Sum Insured	The amount shown on the schedule is the most insurers will pay for claims resulting from one insured event unless otherwise stated on the schedule . This should represent the cost of reinstating the building(s) and is the maximum amount insurers will pay for each item insured under any section .
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), 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.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Unoccupied	A home becomes unoccupied if it, (a) has not been lived in for more than 30 consecutive days, or (b) is not furnished for full habitation, or (c) it has not been lived in for a total of 180 days or more during the period of insurance .
You / Your	The person(s) named on the schedule including your household .
Your Broker / We / Us / Our	Person or persons who placed this insurance on your behalf as shown on your policy schedule .

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Each **home** included under this insurance is considered to be covered as if separately insured.

Your Duties

1. **You** must take all steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if the information **you** have provided is incorrect, or needs changing, such as the following:
 - ♦ change in occupancy such as new tenants, **you** moving into the **home** or it becoming unoccupied
 - ♦ if **your sums insured** change.

Insurers will reassess **your** cover and premium either immediately or at **your** next renewal, depending on the information **you** have provided.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings** that
 - ♦ change the use of the **buildings** in any way
 - ♦ involves the external surfaces of the **buildings** being affected/changed
 - ♦ means **you** having to move out of the **buildings** for any period of time.

When **we** receive this notice **we** have the option to change the conditions of this insurance.
If **you** fail to comply with any of the above duties this insurance may become invalid.

Cancellation of this Insurance

1. **You** are entitled to cancel this insurance by contacting **your broker** within 14 days of either:
 - ♦ the date **you** receive **your** insurance documentation; or
 - ♦ the start of the **period of insurance**whichever is the later. Providing **you** have not made any claims **we** will refund the premium.
2. **You** can also cancel this insurance at any time during the **period of insurance** by contacting **your broker**. Any return

premium due to **you** will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Please refer to the policy **schedule** for **your broker's** contact details.

3. **We** can cancel this insurance by giving **you** 30 days notice in writing, which **we** will send to the address shown in the **schedule**. Any return premium due to **you** will depend on how long this insurance has been in force.

The reasons **we** may cancel **your** insurance are:

- ♦ non-payment of premium;
- ♦ a change in risk, where cover can no longer be provided;
- ♦ lack of cooperation or failure to supply information/documentation;
- ♦ threatening or abusive behaviour.

The Law Applicable to this Insurance

Under European law, **you** and the **insurers** are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Unoccupancy

If **your home** becomes unoccupied for more than 30 consecutive days/nights without **our** written consent this insurance will cover Fire/Lightning/Explosion and Earthquake only with effect from day 31 of unoccupancy. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the **schedule**.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

a) Radioactive Contamination and Nuclear Assemblies Exclusion

Insurers will not pay for

1. loss or destruction to any property whatsoever, or a loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

b) War Exclusion

Insurers will not pay for

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

c) Electronic Data Exclusion Clause

Insurers will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - ♦ computer viruses, erasure or corruption of electronic data;
 - ♦ the failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

d) Diminution in Value

Insurers will not pay for

any diminution in value to all property following a valid claim under this insurance.

e) Pre-existing and Deliberate Damage

Insurers will not pay for

- loss or damage
- ♦ occurring outside of the **period of insurance**
 - ♦ caused deliberately by **you** or any person lawfully in the **home**
 - ♦ due to consequential loss of any kind or description.

f) Biological and Chemical Contamination Exclusion

Insurers will not pay for

- a. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. death or injury to any person directly or indirectly contributed to or caused by Biological or Chemical contamination arising from
 - i. **terrorism**
 - ii. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**.

g) Wear, Tear and Gradual Deterioration

This insurance does not cover loss or damage resulting from wear, tear or gradually operating causes.

h) Asbestos / Silica

Liability arising directly or indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or any materials containing asbestos or silica in whatever form or quantity unless as a result of **insured events** 1–10 of Section One – Buildings.

i) Electronic Date Recognition

Liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

j) Toxic Mould

Injury or damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom.

k) Notice of Change of Occupancy

It is a condition precedent to liability of **insurers** that **you** or **your** authorised representative shall notify **your broker** if the **premises** ceases to become a let property. Upon receipt of this notice, **insurers** reserve the rights to amend the terms and conditions of this insurance.

l) Aircraft and Pressure Waves

This insurance does not cover loss, destruction or damage, directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

m) Northern Ireland

This Castle Household Policy does not insure damage to any **buildings** in Northern Ireland or loss resulting, caused:

- a) unlawfully, maliciously or wantonly by three or more persons unlawfully, riotously or tumultuously assembled together; or
- b) as a result of an act committed maliciously by a person acting on behalf of, or in connection with, an Unlawful Association an act of Terrorism.

For the purposes of this exclusion:

- (i) Unlawful Association means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977.
- (ii) Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **insurers** allege that by reason of the provisions of this exclusion any damage is not covered by this policy, the burden of proving that such damage is covered shall be upon **you**.

SECTION ONE – BUILDINGS

The following cover applies only if the **schedule** shows that it is included.

	What is covered	What is not covered
	This insurance covers the buildings for loss or damage directly caused by	Insurers will not pay
1	fire, lightning, explosion or earthquake	the excess(es) shown on your schedule
2	aircraft and other flying devices or items dropped from them	the excess(es) shown on your schedule
3	storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 – subsidence, heave or landslip of Section One – Buildings b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) the excess(es) shown on your schedule
4	escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage resulting in subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) for loss or damage while the buildings are not furnished enough to be normally lived in d) loss or damage caused by the failure, or lack of appropriate, grout and/or sealant e) the excess(es) shown on your schedule
5	escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship d) for loss or damage while the buildings are not furnished enough to be normally lived in b) the excess(es) shown on your schedule
6	theft or attempted theft	a) for loss or damage while the home is not furnished enough to be normally lived in b) for loss or damage while the home is let, lent or sub let unless the loss or damage follows a violent and forcible entry c) the excess(es) shown on your schedule
7	collision by any vehicle or animal	the excess(es) shown on your schedule

	What is covered	What is not covered
	This insurance covers the buildings for loss or damage directly caused by	Insurers will not pay
8	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the buildings are not furnished enough to be normally lived in b) the excess(es) shown on your schedule
9	subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the premises is also affected at the same time by the same insured event b) for loss or damage to solid floors unless the external walls of the premises are damaged at the same time by the same insured event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage caused by coastal erosion f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions g) the excess(es) shown on your schedule
10	breakage or collapse of fixed radio and television aerials, fixed satellite dishes, wind turbines, solar panels and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, wind turbines, solar panels their fittings and masts b) the excess(es) shown on your schedule
11	falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the excess(es) shown on your schedule

	This section of the insurance also covers	Insurers will not pay
A	<p>the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> ♦ fixed glass and double glazing (including the cost of replacing frames) ♦ solar panels ♦ sanitary ware ♦ ceramic hobs <p>all forming part of the buildings</p>	<p>a) for damage while the buildings are not furnished enough to be normally lived in</p> <p>b) the excess(es) shown on your schedule</p>
B	<p>the cost of repairing accidental damage caused by external and visible means from a single identifiable event to</p> <ul style="list-style-type: none"> ♦ domestic oil pipes ♦ underground water-supply pipes ♦ underground sewers, drains and septic tanks ♦ underground gas pipes ♦ underground cables <p>serving the home and which you are legally responsible for</p>	<p>a) for damage due to wear and tear or any gradually operating cause</p> <p>b) the excess(es) shown on your schedule</p>
C	<p>up to twelve months rent you lose as a Landlord if the home cannot be lived in following loss or damage which is covered under Section One – Buildings</p>	<p>any amount over 20% of the sum insured for the buildings damaged or destroyed</p>
D	<p>the sum insured stated in the schedule for any one occurrence for the loss of holiday rentals pre-booked in advance or the cost of alternative accommodation resulting from:</p> <ol style="list-style-type: none"> damage to the building by an insured event covered by Section One – Buildings access to the building or that part of the building owned and insured by you, being rendered impossible by virtue of any of the insured events covered by Section One – Buildings access to the building being restricted or denied following a law, order or decree of the Government of the land in which the building is situated, which is consequent upon natural disaster or outbreak of contagious disease or other threat to health oil or chemical pollution within 10km of the building 	<p>any amount over 10% of the sum insured for the buildings damaged or destroyed</p>
E	<p>expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> ♦ architects', surveyors', consulting engineers' and legal fees ♦ the cost of removing debris and making safe the building ♦ costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under Section One – Buildings</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if government or local authority requirements have been served on you before the loss or damage</p>
F	<p>increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section One – Buildings</p>	<p>more than £750 in any period of insurance. If you claim for such loss under Sections One and Two, insurers will not pay more than £750 in total</p>

	This section of the insurance also covers	Insurers will not pay
G	anyone buying the home will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
H	we will pay the cost (incurred with our prior permission) of finding the source of any escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors or ceilings	more than £1,000 in any period of insurance
I	expenses you have to pay in respect of fire brigade charges for which you are liable following attendance by the fire brigade at the premises , following loss or damage to the buildings which is covered under Section One – Buildings	more than £750 in any period of insurance . If you claim for such loss under Sections One and Two, we will not pay more than £750 in total

Conditions that Apply to Section One – Buildings Only

Settling Claims

How insurers deal with your claim

1. If **your** claim for loss or damage is covered under Section One, **insurers** will pay the full cost of repair as long as:
 - ♦ the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - ♦ the **sum insured** is enough to pay for the cost of rebuilding the **buildings** in their present form.

Insurers will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

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

Your Sum Insured

3. **We** will not reduce the **sum insured** under Section One after **insurers** have paid a claim as long as **you** agree to carry out their recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your sum insured** for the **buildings**, then **insurers** will only pay a proportion of the claim. For example, if **your sum insured** only covers one half of the cost of rebuilding the **buildings**, **insurers** will only pay one half of the cost of repair or replacement.

5. The **sums insured** in Section One – Buildings will be indexed annually in line with The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.

At each renewal **we** will calculate the premium using the new **sums insured**.

For **your** protection should the index fall below zero **we** will not reduce the **sum insured**.

Limit of Insurance

Insurers will not pay more than the **sum insured** for each **premises** shown in the **schedule**.

SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that it is included.

	What is covered	What is not covered
	This insurance covers the contents for loss or damage directly caused by	Insurers will not pay
1	fire, lightning, explosion or earthquake	the excess(es) shown on your schedule
2	aircraft and other flying devices or items dropped from them	the excess(es) shown on your schedule
3	storm, flood or weight of snow	a) for property in the open b) the excess(es) shown on your schedule
4	escape of water from and frost damage to fixed water tanks, apparatus or pipes	the excess(es) shown on your schedule
5	escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) the excess(es) shown on your schedule
6	theft or attempted theft	a) for loss or damage while the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages c) the excess(es) shown on your schedule
7	collision by any vehicle or animal	the excess(es) shown on your schedule
8	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the excess(es) shown on your schedule
9	subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the external walls of the premises are damaged at the same time by the same insured event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions

	What is covered	What is not covered
	This insurance covers the contents for loss or damage directly caused by	Insurers will not pay
9 Cont.	subsidence or heave of the site upon which the buildings stand or landslip	e) for loss or damage by coastal erosion f) the excess(es) shown on your schedule
10	falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) the excess(es) shown on your schedule

	This section of the insurance also covers	Insurers will not pay
A	accidental damage to <ul style="list-style-type: none"> ♦ audio and video equipment ♦ home computers all situated within the home	a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling b) for loss or damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) for any loss or damage caused by your tenants e) the excess(es) shown on your schedule
B	accidental breakage of <ul style="list-style-type: none"> ♦ fixed glass and double glazing ♦ sanitary ware ♦ mirrors ♦ glass tops and fixed glass in furniture ♦ ceramic hobs forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for	a) for the cost of repairing, removing or replacing window frames b) damage to ceramic hobs fixed to and forming part of the home . (These should be claimed under Buildings Insurance – unless you are legally liable as a tenant) c) malicious damage caused by you , your family, paying guests or tenants d) damage caused after the buildings have been left unoccupied or unfurnished e) the excess(es) shown on your schedule
C	up to twelve months rent you lose as a Landlord if the home cannot be lived in following loss or damage which is covered under Section Two – Contents	any amount over 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed
D	your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section Two – Contents	a) any amount over 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence , heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the buildings are not furnished enough to be normally lived in f) the excess(es) shown on your schedule

E	the cost of repairing accidental damage caused by external and visible means from a single identifiable event to <ul style="list-style-type: none"> ♦ domestic oil pipes ♦ underground water-supply pipes ♦ underground sewers, drains and septic tanks ♦ underground gas pipes ♦ underground cables which you are legally liable for as tenant only	a) for loss or damage due to wear and tear or any gradually operating cause b) the excess(es) shown on your schedule
F	fatal injury to you , happening at the premises shown in the schedule , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury <ul style="list-style-type: none"> ♦ £10,000 for each insured person over sixteen years of age ♦ £5,000 for each insured person sixteen years of age or under at the time of death 	
G	costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	a) any amount over £250 in total b) any thefts not reported to the police
H	increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two – Contents	more than £750 in any period of insurance . If you claim for such loss under Sections One and Two, insurers will not pay more than £750 in total

Conditions that Apply to Section Two – Contents Only

Settling Claims

How insurers deal with your claim

1. If **you** claim for loss or damage to the **contents**, **insurers** will at their option repair, replace or pay for any article covered under Section Two. For total loss or destruction of any article **insurers** will pay **you** the cost of replacing the article as new, as long as:
 - ♦ the new article is as close as possible to but not an improvement on the original article when it was new; and
 - ♦ **you** have paid or **insurers** have authorised the cost of replacement.
2. **Insurers** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your Sum Insured

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

4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **insurers** will only pay a proportion of the claim. For example, if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, **insurers** will only pay one half of the cost of repair or replacement.

5. Index-linking clause

The **sums insured** in Section Two – Contents will be indexed annually in line with the Government's Retail Price Index or a similar index selected by **insurers**.

At each renewal **we** will calculate the premium using the new **sums insured**. For **your** protection should the index fall below zero **we** will not reduce the **sum insured**.

Limit of Insurance

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

SECTION THREE – ACCIDENTS TO DOMESTIC STAFF

This **section** applies only if the **contents** are insured under Section Two – Contents.

What is covered	What is not covered
Insurers will indemnify you	Insurers will not indemnify you
for amounts you become legally liable to pay, including costs and expenses which insurers have agreed in writing, for bodily injury by accident happening during the period of insurance to your domestic staff employed in connection with the premises shown in the schedule and occurring within the United Kingdom	for bodily injury arising directly or indirectly <ul style="list-style-type: none"> ♦ from any vehicle outside the premises ♦ from any vehicle used for racing, pacemaking or speed testing ♦ from any communicable disease or condition ♦ from any insured event occurring outside of the United Kingdom

Limit of Insurance

Insurers will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one **insured event**, including the costs and expenses, which **insurers** have agreed in writing.

SECTION FOUR – LEGAL LIABILITY TO THE PUBLIC

This **section** applies only if the **schedule** shows that either the **buildings** are insured under Section One – Buildings or the **contents** are insured under Section Two – Contents of this insurance.

Part A

Part A of this **section** applies in the following way:

- ♦ if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.

- ♦ if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- ♦ if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
Insurers will indemnify you	Insurers will not indemnify you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> ♦ bodily injury ♦ damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> ♦ bodily injury ♦ damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> ♦ you ♦ any other permanent member of the home ♦ any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act against another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> ♦ you ♦ any other permanent member of the home ♦ any person engaged in your service <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) arising out of your ownership, possession or use of:</p> <ol style="list-style-type: none"> any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> ♦ domestic gardening equipment used within the premises and ♦ pedestrian controlled gardening equipment used elsewhere any power-operated lift any aircraft or watercraft other than manually operated rowing boats, punts or canoes any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>h) which you have assumed under contract and which would not otherwise have attached</p>

What is covered	What is not covered
Insurers will indemnify you	Insurers will not indemnify you for any liability
	<p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> ♦ caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and ♦ reported to insurers not later than 30 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any house insurance, until such insurance(s) is exhausted</p>

Part B

What is covered	What is not covered
Insurers will pay for	Insurers will not indemnify you for any liability
<p>Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> ♦ Part A (ii) of this section would have indemnified you had the award been made against you rather than to you ♦ there is no appeal pending ♦ you agree to allow insurers to enforce any right which insurers shall become entitled to upon making payment 	For any amount in excess of £100,000

Part C

What is covered	What is not covered
Insurers will indemnify you for	Insurers will not indemnify you for any liability
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	<ul style="list-style-type: none"> ♦ if you are entitled to indemnity under any other insurance ♦ for the cost of repairing any fault or alleged fault

Limit of Insurance**Insurers** will not pay

- ♦ in respect of pollution and/or contamination:- more than £2,000,000 in total
- ♦ in respect of other liability covered under Section Four:- more than £2,000,000 in total for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one **insured event**, including of the costs and expenses which **insurers** have agreed in writing.

PRIVACY NOTICE

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** mean AmTrust Europe Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

Sensitive Information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims)

How We Use Your Personal Information

We may share **your** personal information with other companies for any of the purposes set out in this notice.

We will use **your** personal information to arrange and manage **your** insurance policy, including handling, underwriting, claims and issuing renewal documents and information to **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

We may have to share **your** personal information with other **insurers**, statutory bodies, regulatory authorities, **our** business partners and / or agents providing services on **our** behalf and other authorised bodies.

We will share **your** personal information with others:

- ♦ If **we** need to do this to manage **your** policy with **us** including settling claims
- ♦ For underwriting purposes, such as assessing **your** application and arranging **your** policy.
- ♦ For management information purposes.
- ♦ To prevent or detect crime, including fraud;
- ♦ If **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the Police or another authority); and/or
- ♦ If **you** have given **us** permission.

We use a number of service providers to support **us**, including companies who may be based outside of Europe. By purchasing this policy **you** have consented to **your** data being stored and processed in the USA.

You can ask for further information about **our** use of **your** personal information. If **you** require such information please write to the Data Protection Officer as set out on the next page.

Preventing and Detecting Crime

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- ♦ Check **your** personal information against **our** own databases.
- ♦ Share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out in the next page; and/or
- ♦ Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange please visit insurancedatabases.co.uk. **We** pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with Others on Your Behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

Monitoring and Recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Security

We will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion be sent through **our** email system. **Our** email system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

Reinsurance Use

We also use the services of re-insurance companies based outside of the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

Further Information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about the way that **we** use **your** personal information, please write to the **Data Protection Officer** at

Castle Agencies Ltd
1st Floor, Suscon
Brunel Way
Dartford
DA1 5FW

giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **your** personal information **we** will write to **you** and let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

WHAT TO DO IF YOU HAVE A COMPLAINT

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible. If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance **broker** to report **your** complaint.

If your complaint is about the administration of your policy or claim

AmTrust Europe Limited aim to give **you** a high level of service at all times. However, if **you** have a complaint about **your** policy or claim, please contact:

Address: Complaints Department
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham, NG1 6FG
Tel: +44 (0) 115 934 9852 (9am–5pm Mon–Fri)
Email: complaints@amtrusteu.co.uk

Insurers will contact **you** within 5 days of receiving **your** complaint to inform **you** of what action **insurers** are taking. **Insurers** will try to resolve the problem and give **you** an answer within 4 weeks. If it will take **insurers** longer than 4 weeks **insurers** will tell **you** when **you** can expect an answer.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: www.financial-ombudsman.org.uk

Address: The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

Insurers are covered by the Financial Services Compensation Scheme (FSCS). If **insurers** cannot meet their obligations **you** may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at:

Financial Services Compensation Scheme

Address: 10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU
Tel: 080 0678 1100 or 020 7741 4100

HOW TO MAKE A CLAIM

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do, the following procedure should be followed.

If **you** need to make a claim, **you** must do the following:

- ◆ Tell **your insurers** as soon as possible about the **insured event** and give **your insurers** any information they may need. When contacting **your insurers**, please quote "Castle", **your broker's** name and policy number shown on **your schedule**.

Address: AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Tel: +44 (0) 115 934 9818 (9am–5pm Mon–Fri)

Email: claims@amtruste.co.uk

- ◆ Tell the police immediately about any damage caused by theft or attempted theft, malicious persons, vandals or if any property is lost outside **your home**.
- ◆ Make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, take photos of the damage.
- ◆ Allow **insurers** to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved before work begins.
- ◆ Carry out and allow **your insurers** to take any action they need to prevent more damage.
- ◆ Provide all necessary information and assistance that **insurers** may require.
- ◆ Tell **your insurers**, in writing, at **your** first opportunity if someone is holding **you** responsible for damage to their property or **bodily injury** to them. **You** must send **your insurers** any writ, summons or other legal document immediately and unanswered.
- ◆ Not admit liability or responsibility or offer or agree to pay any **money** without **insurers** permission.
- ◆ Allow **insurers** to defend any proceedings on **your** behalf.
- ◆ Not abandon any property or leave it to **insurers**.

How We Deal with Your Claim

1. Defence of Claims

We may

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

2. Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (Section Two – F).

3. Fraudulent Claims

If **you** make a fraudulent claim under this insurance contract:

- insurers** are not liable to pay the claim; and
- insurers** may recover from **you**, any sums paid to **you** in respect of the claim; and
- insurers** may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **insurers** exercise their right under clause (3)(c) above:

- insurers** shall not be liable to you in respect of a relevant **insured event** occurring after the time of fraudulent act. A relevant **insured event** is whatever gives rise to **insurers** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of the potential claim); and
- insurers** need not return any of the premiums paid.

4. Recovery & Rights

If **you** have the rights to recover all or part of any payment made under this policy, **insurers** may take over proceedings in **your** name, but at their own expense, to recover for their benefit the amount of any payment made under this Castle Residential Let, Holiday Homes & Unoccupied Policy.

You must give **insurers** and **us** all the assistance required to do this. **Insurers** may also take over and deal with in **your** name the defence or settlement of any claim.

Castle Agencies LTD

1st Floor, Suscon

Brunel Way

Dartford

DA1 5FW

info@castleunderwriting.com