

SHARROCKS PROPERTY INSURANCE PLUS

Designed for let and
unoccupied properties



Residential Property Owners Wording

Sharrock Insurance Services Ltd

Residential Property Owners Policy

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Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on or to this policy, 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 contract of insurance, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

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

**All Sections are underwritten by:
ERGO Versicherung AG, UK Branch**

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 3rd Floor, 30 Fenchurch Street, London, EC3M 3AJ.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

The **coverholder** is authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving and settling refunds.

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.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

TO MAKE A CLAIM, PLEASE CALL: 0344 856 2088
For full information relating to 'How to make a Claim', please see page 14 of this document.

Policy Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

Accidental Damage Unexpected and unintended loss or damage caused by a single and one-off event resulting from a sudden and external means.

Bodily Injury Damage to persons caused by accident or disease

Building (s) The main structure of the **property** and;

- fixtures and fittings attached to the **property** including permanently fitted flooring
- domestic outbuildings and private garages
- permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**

you own or for which **you** are legally liable within the **premises** named in the **schedule**.

Buildings do NOT include:

- carpets

Computer virus A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”.

Contents Household goods within the **property**, which **you** own or which **you** are legally liable for.

Contents includes:

- items in outbuildings, garages or sheds, but within the **premises** up to £1,000 in total
- domestic oil in fixed fuel oil tanks up to £500 which **you** have paid for
- carpets, but not permanently fitted flooring

Contents does NOT include:

- motor vehicles, caravans, trailers or watercraft or their accessories
- televisions, satellite decoders, radios, audio equipment and home computers
- money, certificates or documents
- clothing, personal effects, pedal cycles
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.
- any **high risk items**

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

Endorsement A change in the terms and conditions of this insurance. These are shown on **your schedule**.

Excess The amount payable by **you** as shown in the **schedule** in the event of a claim

Furnished	A property furnished enough to be normally lived in, must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
High Risk Items	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches.
Landslip	Downward movement of sloping ground.
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.
Premises	The address which is named in the schedule .
Property	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule forms part of this insurance contract and contains details of you , the premises , the sums insured, the excess , the period of insurance and the sections of this insurance which apply.
Settlement	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
Sharrock Insurance Services Limited	The company who have been authorised by ERGO Versicherung AG, UK Branch to transact insurance business on their behalf. Sharrock Insurance Services Ltd t/a Sharrocks are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 502369. Registered Office: Watsons' Mill, Ride's Passage, High Street, Sheerness, Kent, ME12 1UD.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete, unless otherwise agreed by endorsement .
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Unoccupied	The property is unoccupied when it has not been lived in for more than 30 consecutive days or is not furnished enough to be normally lived in.
We / us / our	ERGO Versicherung AG, UK Branch.
You / your / insured	The person or persons named in the schedule .
Your broker	Sharrock Insurance Services Limited t/a Sharrocks .

Important: Information About Your Policy

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy purchase date or the date **you** receive full policy documentation, whichever is the later.

If **you** are able to and do cancel within such 14 day period, provided **you** have not made a claim, **we** will refund any premiums paid subject to any applicable administrative charges.

Cancellation Conditions

We or **your broker** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**;
- a change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance;
- unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers;
- **you** have deliberately misrepresented any information given to **us**;
- **your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim;
- if **you** have acted fraudulent in any way;
- **you** have deliberately or falsely overstated information given to **us**.

You can also cancel this insurance contract at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim. Any return premium will be subject to any applicable administrative charges.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the non exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations.

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Tel: **0800 678 1100** and **020 7741 4100** E-mail: enquiries@fscs.org.uk Website: www.fscs.org.uk

Important: Information You Have Given Us

Sums Insured

You must ensure the sums insured provided are correct.

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

Fair Presentation of Risk

You have a duty to make a fair presentation of all material and relevant facts to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

You must take care when answering any questions **we** have asked by ensuring that any information provided is accurate and complete. This duty applies at the start of **your** policy, at any time a variation occurs during the policy period and prior to the renewal of **your** policy.

We may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

- i) deliberate or reckless; or
- ii) of such other nature that, if **you** had made a fair presentation, **we** would not have issued the policy.

We will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

If **we** would have issued the policy on different terms had **you** made a fair presentation, **we** will not avoid the policy (except where the failure is deliberate or reckless) but **we** may instead:

- i) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
- ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible.

In particular, **you** must tell **your broker**:

- if **you** change **your** address;
- if **you**, or any person named in the **schedule**, change occupation;
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your contents** that will increase the reinstatement costs

Please also ensure that **you** review pages 10 and 11 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Alteration in Risk

Upon being notified of any such alteration in risk by **your broker** as mentioned under Changes in Circumstances or as set out by the general conditions on page 10, **we** may, at **our** discretion;

- i) continue to provide cover under each applicable section of the policy on the same terms
- ii) restrict the cover provided under each applicable or differing sections of the policy
- iii) impose additional terms
- iv) alter the premium
- v) cancel each applicable or differing sections of the policy and/or the policy in its entirety

If **you** fail to notify **your broker** of any such alteration, **we** may;

- i) treat the applicable section and the policy as if it had come to an end as at the date of alteration of the risk, returning a proportionate amount of the premium for the unexpired period of insurance, if **we** would have cancelled this section and the policy had **we** known of the alteration
- ii) treat the applicable section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the alteration.

Insurer's Data Privacy Notice

The privacy and security of **your** personal information is very important to ERGO Versicherung AG UK Branch (**Insurer**). The details provided here are a summary of how **we** process – that is collect, use, share, transfer and store – **your** information.

For **our** full Data Privacy Notice please visit **our** website <http://www.ergoinsurance.co.uk/> or contact **our** Compliance Manager at: **Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ** or by emailing: Compliance@ergo-commercial.co.uk or by telephoning: 0203 3003 7000

Your insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

Collection of data

The **Insurer** may collect a range of personal and business information supplied by **you** or third parties on **your** behalf. This information may include the following: basic personal details such as **your** name, address, telephone number, date of birth or age, gender, marital status, and additional information about **your** insurance requirements, such as details of **your** Business.

If necessary the **Insurer** may also need to collect and process sensitive personal information relating to individuals who may benefit from the Policy, such as medical history, credit history and/or disclosures about previous unspent criminal convictions.

We will always attempt to explain clearly when and why **we** need this information and the purposes for which **we** will use it and where necessary **we** will obtain **your** explicit consent to use sensitive personal data.

The Insurer may also collect data about **you**, **your** Business or the property **we** insure from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal data about others

We may collect data about other individuals, such as Employees, family, or members of **your** household. If **you** give **us** information about another person, it is **your** responsibility to ensure and confirm that **you** have told that person why and how the **Insurer** uses personal data and that **you** have that person's permission to provide that data (including any sensitive personal data) to **us** and for **us** to process it.

Our uses of data

The Insurer uses the data **we** collect to operate **our** business and provide the products **we** offer. The information **we** collect may be used for (amongst other purposes) the following: to assess **your** application for a quote or product; to evaluate the risk **you** present; to verify **your** identity; to administer **your** Policy and deliver **our** services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, the **Insurer** may also use data for the following purposes: to collate **your** Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your data

If **you** request a quote, or purchase a product, **your** personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within **our** administrative structure.

Your data may be disclosed when **we** believe in good faith that the disclosure is required by law; necessary to protect the safety of **our** employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Employers' Liability Tracing Office

If **your** Policy provides Employers' Liability cover, information relating to **your** insurance Policy will be provided to the Employers' Liability Tracing Office (**ELTO**) and added to an electronic database, in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011 and subsequent Instruments.

The ELTO database assists individual claimants who have suffered an injury or disease arising out of their course of employment whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers:

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. The database is managed by the ELTO and further information can be found on the ELTO website <http://www.elto.org.uk>.

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or **we** have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

The Insurer will only keep data for as long as it is necessary to continue providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Data Privacy Notice for more information.

Data Subject Rights

You have a number of rights in relation to the information **we** hold about **you**. These rights include but are not limited to the right to a copy of **your** personal information **we** hold; to object to the use of **your** personal information; to withdraw any permission **you** have previously provided; and to complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a more complete list of **your** rights please refer to the full Data Privacy Notice.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of a requirement to fulfil **our** legal and regulatory obligations, or where there is a minimum statutory period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request **we** will always let **you** know **our** reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which the Insurer processes data from those described at the time of collection, **we** will post a notice on **our** website.

General Conditions Applicable To The Whole Of This Insurance

Failure to comply fully with any of the conditions listed below, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage. In addition **we** may, at **our** discretion, continue to provide cover on the same terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety.

1. It is a condition precedent to liability that **you** must take all steps to prevent any loss, damage or injury.
2. It is a condition precedent to liability that the **property** must be maintained in good condition, a good state of repair and be structurally sound.
3. It is a condition precedent to liability that **you** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation.
4. It is a condition precedent to liability that **you** must immediately inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
5. It is a condition precedent to liability that **you** must immediately inform **your broker** if the **property** becomes **unoccupied** for more than 30 consecutive days.
6. It is a condition precedent to liability that **you** must immediately inform **your broker** if the **property** becomes **unoccupied** to be sold.
7. It is a condition precedent to liability that **you** must tell **your broker** before **you** start any renovations, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid.
8. It is a condition precedent to liability that **you** must immediately inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order. Failure to adhere to this condition will result in cover being suspended from the time of the breach and any subsequent claims will not be paid.

When **your broker** receives notification of any alterations as described above, **we** or **your broker** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

Additional Conditions Applicable Whilst Any Part Of The Premises Are Let Or Tenanted

1. **You** must comply with all regulations/statutory conditions regarding the letting of the **property/ies** including, but not limited to –
 - (a) the number of persons legally allowed to reside at the **property**.
 - (b) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - (c) having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **property**.
 - (d) holding (if applicable) an appropriate license issued by the local authority (in which the **property** is located) for the **property**.
2. **You** must ensure that all gas appliances/boiler fitted at the **property** are serviced by an individual on the Gas Safety Register within 30 days of inception of this **insurance** or not more than one calendar year from the date they were last serviced, whichever is sooner.

Thereafter **you** must have them serviced at least once every twelve months. **You** must keep in **your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. **You** will have to produce them for **our** inspection if **we** ask for them.

Additional Conditions Applicable Whilst The Property Is Unoccupied

- 1.** It is a condition precedent to liability that **you** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
- 2.** Cover in respect of loss or damage caused by escape of water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
- 3.** It is a condition precedent to liability that all loose material is to be kept clear of the **property**.
- 4.** It is a condition precedent to liability that where sections of the **property** are used for commercial and/or business reasons, then all accessible doors and windows of those sections must be sealed against illegal entry with shutters or be boarded up.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information Website (www.legislation.gov.uk) or contact the Citizens Advice Bureau.

How To Make A Claim

In the event of a claim or potential claim under this policy, please contact our claims team:

ERGO Versicherung AG, UK Branch per Davies Managed Systems Limited, P.O. Box 2801, Stoke on Trent, Staffordshire, ST4 9DN. Telephone: **0344 856 2088**

The claims helpline is open 24 hours a day, 365 days a year.

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Defence of claims

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

Claims Conditions Applicable To The Whole Of This Insurance

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team at Davies Managed Systems Limited – Telephone: 0344 856 2088, as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within 24 hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within 7 days of the incident.
2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **You** must allow **us** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim. **We** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
6. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** loss **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, damage or injury.
8. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay any part of **your** fraudulent claim. In addition, **we** will have the right to:
 - (a) treat this policy as terminated from the date of **your** fraudulent act;
 - (b) recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim.
9. **You** must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and **your** policy voided.

Claims Limitations and Settlement Provisions

Applicable To Section One – Buildings

Settling claims - How we deal with your claim

If **your** claim for loss or damage is covered under Section One, **we** 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
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or the loss has been reinstated.

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair.

We 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.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

Your sum insured

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

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 **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees.

Applicable to Section Two - Contents

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section Two.

We 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

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

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 **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium **you** have paid for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **contents** as new, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

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

Applicable to Section Three – Property Owners Liability

Limit of insurance

We will not pay in respect of other liability covered under Section Three more than **£2,000,000** in all unless otherwise stated in the schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your broker**.

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker**.

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to our claims specialists Davies Managed Systems Limited ("DMS"). Their contact details are provided below:

Customer Relations
Davies Managed Systems Limited
PO Box 2801
Stoke on Trent
ST4 9DN

Telephone: **01782 339128**

Alternatively you can ask **your broker** to refer the matter on for **you**.

Please quote **your** policy number and claim reference (if applicable) in all correspondence so that **your** concerns may be dealt with speedily.

What happens next?

If **your broker** or DMS are not able to resolve **your** complaint satisfactorily by close of business the 3rd working day following receipt of **your** complaint, they will refer **your** complaint to the Head of Compliance at ERGO Versicherung AG, UK Branch, who will send **you** an acknowledgement letter. If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Head of Compliance yourself by writing to:

Head of Compliance
ERGO Versicherung AG, UK Branch
Munich Re Group Offices
Plantation Place
30 Fenchurch Street
London
EC3M 3AJ

Telephone: **0203 003 7444**

E-mail: complaints@ergo-commercial.co.uk

The Head of Compliance will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

If you remain unhappy

If **we** have not resolved **your** complaint at the end of eight weeks, or if after receiving our final response **you** remain dissatisfied, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business, which has a group annual turnover of less than €2m (approx. £1.6m) and fewer than 10 staff at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or a trustee of a trust which has a net asset value of less than £1m at the time the complainant refers the complaint to the respondent.

General Exclusions Applicable To The Whole Of This Insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We 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.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We 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) Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you, your** representatives or any other person lawfully on the **premises**

d) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

e) Nuclear, Biological and Chemical Contamination Clause

We 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;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

f) Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **subsidence, heave or landslip**.

g) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any physical loss or damage to insured property
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

h) Diminution in Value Exclusion

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

i) Contractors Exclusion

We will not pay for any loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

j) Electronic Data Exclusion

We will not pay for:

Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic data** from any cause whatsoever (including but not limited to **Computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **Electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **Electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **Electronic data** to the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled

k) Faulty Workmanship Exclusion

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials

l) Wear and Tear Exclusion

We will not pay for:

Any loss or damage caused by wear and tear or any other gradual operating cause

m) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or damage caused by domestic pets, insects or vermin

n) Sanction Limitation and Exclusion

We shall not provide any benefit under this contract of insurance 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.

o) Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any **excess** beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

Section One - Buildings

This part of the policy wording sets out the cover **we** provide for the **buildings** at the **premises**

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils;	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences d) for loss or damage while the property is unoccupied
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools d) for loss or damage while the property is unoccupied e) for loss or damage to the property caused by wet or dry rot f) for loss or damage caused by the failure or lack of grout and/or sealant
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) the excess shown in the schedule b) for loss or damage while the property is unoccupied

<p>6. Theft or attempted theft</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception</p> <p>c) for loss or damage while the property is unoccupied</p> <p>d) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</p> <p>e) for loss or damage caused by any person lawfully on the premises</p>
<p>7. Collision by any vehicle or animal</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the property is unoccupied</p>
<p>8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the property is unoccupied</p> <p>c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police</p> <p>d) for loss or damage caused by any person lawfully on the premises</p> <p>e) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception</p>

<p>9. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>a) the excess shown in the schedule</p> <p>b) 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 event</p> <p>c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>d) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>e) 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</p> <p>f) for loss or damage caused by coastal or riverbank erosion</p> <p>g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p> <p>h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking</p> <p>i) for loss or damage while the property is unoccupied</p>
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the property is unoccupied</p>
<p>11. Falling trees, telegraph poles or lamp-posts</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage caused by trees being cut down or cut back within the premises</p> <p>c) for loss or damage to gates and fences</p> <p>d) for loss or damage while the property is unoccupied</p>

Section One - Additional Benefits

This section of the insurance also covers	We will not pay
<p>A) 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>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage caused by chipping, denting or scratching c) for loss or damage while the property is unoccupied
<p>B) The cost of repairing accidental damage 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>which you are legally liable for</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to any part of the cables or service pipes within the buildings c) for loss or damage while the property is unoccupied
<p>C) Loss of rent contractually due to you which you are unable to recover for a period necessary to repair the buildings following a loss or damage to buildings which is covered under Section One</p>	<ul style="list-style-type: none"> a) any amount over 25% of the sum insured for the buildings damaged or destroyed b) for loss or rent arising from the tenants leaving the property without giving you notice c) rent the tenants have not paid d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim e) for loss of rent or any other expenses you must pay to the letting agent f) for loss of rent arising from any part of the property that is used for anything other than domestic accommodation g) for loss to rent after the property is fit to be let out h) for periods exceeding 24 months i) for loss or damage while the property is unoccupied

<p>D) 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</p>	<p>a) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>d) for loss or damage while the property is unoccupied</p> <p>e) any amount over 15% of the sum insured for buildings damaged or destroyed</p>
<p>E) 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.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than £750 in any one period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>F) Anyone buying the property who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>a) the excess shown in the schedule</p> <p>b) if the buildings are insured under any other insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>G) Loss or damage to lawns or gardens as a direct result of the actions arising from the emergency services while attending the buildings to deal with an emergency at the premises</p>	<p>a) the excess shown in the schedule</p> <p>b) the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established</p> <p>c) more than £1,000 in any one period of insurance</p> <p>d) for loss or damage while the property is unoccupied</p>
<p>H) Loss or damage to the property caused by the emergency services attending the premises</p>	<p>a) the excess shown in the schedule</p> <p>b) more than £1,000 in any one period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>
<p>I) Expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or re-instating any part of the buildings which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under Section One.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than £5,000 in any one period of insurance</p> <p>c) for loss or damage while the property is unoccupied</p>

Section Two - Contents

This part of the policy wording sets out the cover **we** provide for the **contents** at the **premises**

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by the following insured perils;	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) property in the open c) for loss or damage while the property is unoccupied
4. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for loss or damage while the property is unoccupied c) for loss or damage caused by wet or dry rot d) for loss or damage caused by the failure or lack of grout and/or sealant
5. Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the excess shown in the schedule b) for loss or damage while the property is unoccupied
6. Theft or attempted theft	a) the excess shown in the schedule b) for loss or damage unless involving forcible and violent entry to or exit from the property or by deception c) any amount over £500 or 3% of the sum insured for contents whichever is the greater, within any detached domestic outbuildings and garages within the premises d) for loss or damage caused by any person lawfully on the premises e) for loss or damage which your tenants have caused, allowed, chosen to overlook or not reported to the police f) for loss or damage while the property is unoccupied

7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the property unoccupied
8. Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless involving violent and forcible entry to or exit from the property, or by deception c) for loss or damage which your lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police d) for loss or damage while the property is unoccupied e) for loss or damage caused by any person lawfully on the premises
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) 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 d) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for loss or damage by coastal or riverbank erosion g) for loss or damage while the property is unoccupied
10. Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage while the property is unoccupied

Section Three – Property Owners Liability

This section is applicable to all policies

We will cover **you** for **your** legal liability as **property** owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to property caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**.

We will not pay in respect of other liability covered under Section Three more than **£2,000,000** in all unless otherwise stated in the schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is covered	What is not covered
<p>We will compensate you;</p>	<p>We will not compensate you for;</p>
<p>1) as owner for any amounts you become legally liable to pay as damages for bodily injury or death;</p> <p>2) for damage to property caused by an accident happening at the premises during the period of insurance</p>	<p>a) the excess shown in the policy schedule</p> <p>b) bodily injury to</p> <ul style="list-style-type: none"> • you • any person who at the time of sustaining such injury is engaged in your service <p>c) bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>d) liability arising out of any criminal or violent act to another person</p> <p>e) damage to property owned by or in the charge or control of;</p> <ul style="list-style-type: none"> • you • any other person lawfully on the premises • any person engaged in your service <p>f) liability arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>h) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> • any motorised or horse drawn vehicle • any power operated lift • any aircraft or watercraft other than manually operated rowing boats, punts or canoes • any animal <p>(Exclusions continued over the page)</p>

	<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 us not later than 30 days from the end of the period of insurance; <p>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> <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 compensation under any other insurance, until such insurance(s) is exhausted</p> <p>l) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man</p>
<p>Defective Premises Act 1972 Extension</p> <p>We will compensate you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by you, occurring during the period of insurance.</p>	<p>We will not compensate you for;</p> <ol style="list-style-type: none"> a) any amount in excess of £2,000,000 b) any liability if you are entitled to compensation under any other insurance c) the cost of repairing any defect or alleged defect

Sharrock Insurance Services Limited t/a Sharrocks. Registered in England and Wales No: 6842697.

Registered Office: Watsons' Mill, ride's Passage, High Street, Sheerness, Kent, ME12 1UD.

Sharrock Insurance Services Limited t/a Sharrocks are authorised and regulated by the Financial Conduct Authority (FCA No. 502369).

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 3rd Floor, 30 Fenchurch Street, London, EC3M 3AJ.

Agreed Endorsements/Clauses

Coverage Clauses

SHCOV01. FLEEA Cover Only Clause

Cover is restricted to Fire and resultant Smoke Damage, Lightning, Explosion, Earthquake and Aircraft and other flying devices or items dropped from them.

SHCOV02. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance does not cover loss or damage caused by flood other than directly resulting from escape of water from and frost damage to fixed water tanks, apparatus or pipes and fittings as shown in number 4 of sections one **buildings** and section two **contents**.

SHCOV03. Subsidence, heave or landslip exclusion clause

Subsidence or **heave** of the site upon which the **buildings** stand or **landslip** as shown in number 9 of sections one **buildings** and two **contents** is not covered by this insurance.

SHCOV04. Plate Glass Exclusion

This insurance does not cover loss or damage to plate glass.

SHCOV05. Storm, Flood, Wind and Ingress of Water Exclusion Endorsement

This insurance does not cover loss, damage or liability caused by or attributable to storm, flood, wind and ingress of water unless you have ensured that your property has professionally been made weather tight to reasonably prevent loss, damage or liability caused by or attributable to storm, flood, wind and ingress of water.

SHCOV06. Accidental Damage Extension to the Buildings (additional charge required)

It is agreed that your **buildings** (section one) will be covered for **accidental damage**.

We will not pay for:

- The **excess** shown in the **schedule**
- For damage or any proportion of damage which **we** specifically exclude elsewhere under section one
- For the **buildings** moving, settling, shrinking, collapsing or cracking
- For damage while the **property** is being altered, repaired, cleaned, maintained or extended
- For damage to outbuildings and garages which are not of **standard construction**
- For the cost of general maintenance
- For damage caused by wear tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- For damage arising from faulty design, specification, workmanship or materials.
- For damage from mechanical or electrical faults or breakdown
- For damage caused by dryness, dampness, extremes of temperature or exposure to light
- For damage to swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates, fences, fuel tanks, piers, jetties, bridges, and culverts
- For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

- For loss or damage which **your** lodgers or tenants have caused, chosen to overlook or not reported to the police
- For loss or damage while the **property** is **unoccupied**

SHCOV07. Trace and Access to Buildings

We will indemnify **you** for tracing and accessing leaks following loss or damage resulting from perils 4 and 5 under section one **buildings** of this policy wording along with the reasonable costs involved in tracing the source of the damage and the replacement or repair of any walls, floors or ceilings in the **premises** damaged in the course of these investigations.

We will not pay for:

- Any other loss or damage other than that under section one **buildings** from perils 4 and 5 of this policy wording
- Any amount over £5,000 in any one **period of insurance**
- The **excess** shown in the schedule
- Any loss or damage while the **property** is **unoccupied**

SHCOV08. Loss of Keys Extension

We will pay the costs **you** have to pay for replacing locks or safes, alarms and outside doors in the **premises** following theft or loss of your keys.

We will not pay for:

- Any amount over £500 in any **one period of insurance**
- Any loss or damage while the **property** is **unoccupied**

SHCOV09. Malicious Damage by Tenant

It is agreed that **your buildings** under section one and **contents** under section two will be covered against malicious damage caused by **your** tenant(s).

We will not pay for:

- Any loss or damage that could be recovered by any monies taken by **you** or **your** agent in the form of a bond or deposit.
- For loss or damage resulting from any form of illegal activity operating from the **premises**.
- Malicious acts by **you** or any other person lawfully at the **property** other than **your** tenant(s).
- The **excess** shown in the **schedule**.
- Any amount over £5,000 in any one **period of insurance**.

SHCOV10. Accidents to Domestic Staff

We will indemnify **you** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** at the **premises** shown in the **schedule** to **your** domestic staff employed in connection with the **premises** shown in the **schedule**. **We** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one even, plus the costs and expenses which **we** have agreed in writing.

We will not indemnify **you** for **bodily injury** arising directly or indirectly:

- from any communicable disease or condition
- for any action brought outside of the United Kingdom or Ireland
- from any vehicle outside the **premises**

SHCOV11. Survey Clause

Cover is strictly subject to receipt by **us** of a satisfactory survey carried out by **our** appointed surveyor within 30 days of the inception date of this insurance or by a date to be agreed by **us**.

We reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

You must carry out any survey requirement(s) within the period **we** specify.

If **you** fail to implement the requirement(s) within the period agreed by **us** then all coverage hereunder shall terminate at the end of said period.

Security Clauses

SHSEC01. Minimum Security Condition

It is a condition precedent to liability that the **property** has the following minimum protections, which are fitted and operational at all times:

External Doors:	Mortice Deadlocks or Multi-point locking system
Patio Sliding Doors:	In addition to a central locking device, key operated bolts to top and bottom opening sections
Windows:	Key operated security locks to all ground floor and other accessible windows

Failure to comply fully with this Condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHSEC02. Alarm Clause

This insurance does not cover loss or damage, when the **premises** are left unattended, unless;

- a) at all times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with an NSI or SSAIB approved company.

SHSEC03. Protections Condition

It is a condition precedent to liability that **you** ensure that all protections provided for the security of the **premises**;

- are maintained in good working order throughout the **period of insurance**, and
- are in full and effective operation throughout the **premises**

Failure to comply fully with this Condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHSEC04. Additional Security Condition

It is a condition precedent to liability that all ground floor and accessible windows are either professionally boarded up or fitted with metal shutters and all letterboxes are sealed.

Failure to comply fully with this Condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

Premises Clauses

SHPRE01. Non-standard construction clause

It is agreed that the **property** is not of **standard construction**.

SHPRE02. Individual Flats Clause

It is agreed that the definition of **buildings** is amended as follows:

The proportion of the main structure of the **property**, fixtures and fittings attached to the **property**, domestic outbuildings and private garages, permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks all contained within the **premises** and belonging to **you** or for which **you** are legally responsible, as stated within the leasehold/freehold agreement.

It is agreed that the Settling of Claims provisions is amended as follows:

How we settle claims

If **your** claim for loss or damage to any part of the **buildings** owned by **you** and is covered under section one **buildings, we** will pay the full cost of the repair.

If **your** claim is for loss or damage to any common or shared part of the **building we** will only pay the proportion of the claim that **you** are legally responsible for and that **your** sum insured bears to the full cost of rebuilding the entire **building**

Provided that

- The **buildings** were in a good state or repair immediately prior to the loss or damage and
- The damage has been repaired or loss has been reinstated.

We 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 a good state of repair.

We will not pay the cost of 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.

If the **sum insured** is not adequate then any claim payment under this section will be reduced in proportion to the value of the full cost of rebuilding the entire **buildings** at the time of loss or damage.

SHPRE03. Interest clause

The rights of the bank, building society or any persons with a financial interest in the **property** is noted.

Housekeeping Clauses

SHHOU01. Roof Condition

It is a condition precedent to liability that all non-standard roof sections be inspected and tested at least once every five year period by a qualified independent building/roofing contractor and a certificate issued confirming the roof section is in sound weather proof condition. In the event of a claim **we** may require evidence of this inspection.

Failure to comply fully with this Condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHHOU02. Electrical Certificate Condition

It is a condition precedent to liability that throughout the **period of insurance, you** must have an electrical certificate which is not more than 5 years old, issued by an NICIEC member for the **property** which confirms the entire electrical system is in a good state of repair.

Failure to comply fully with this Condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHHOU03. Tree Pruning Condition

It is a condition precedent to liability that a tree surgeon or similar professional must carry out the following, within 60 days of inception at **your** expense and triennially thereafter:

- (1) Inspect the trees to ensure that they do not affect the structure, drains or sewers of the **property** insured.

and

- (2) Prune or pollard the trees as appropriate

Failure to comply with this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHHOU04. Tree Root Condition

It is a condition of this insurance that the **insured** must appoint a specialist contractor to carry out an inspection of the **buildings** perimeter, to ascertain if any tree roots close to the structure and foundations of the **property** have or could result in structural movement to the **building**.

This is to be completed at the **insured's** expense within 60 days of inception and a copy of the report to be provided to **your broker** for agreement by Underwriters.

Failure to comply with this clause within the timescale specified will result in the immediate withdrawal of cover in respect of **Subsidence, Landslip and Heave**.

SHHOU05. Tree Height Condition

It is a condition precedent to liability that all trees **you** have previously declared to **us** must be maintained at the existing height or less throughout the **period of insurance**.

Failure to comply with this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHHOU06. Lagging Condition

It is a condition precedent to liability that all exposed pipes and tanks, including those within the loft space and roof voids, are suitably lagged to prevent freezing.

Failure to comply with this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHHOU07. Insulation Condition

It is a condition precedent to liability that all roof voids are suitably insulated throughout the entire area, including internal pitch of the roof to prevent freezing.

Failure to comply with this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

SHHOU08. Cooking and Portable Heater Clause

This policy excludes any loss or damage caused by any form of cooking unless in a clearly designated kitchen or in an area where the fire officer has given written approval.

This policy also excludes any loss or damage caused by the use of portable heating appliances other than oil filled electric radiators or fan assisted electric heaters.

SHHOU09. Regular Inspection Condition

It is a condition precedent to liability that the **property** must be inspected by **you** or **your** appointed representative internally and externally at least once every 7 days and a written record kept of all inspections.

SHHOU10. Escape of Water Clause

Cover in respect of escape of water from and frost damage to fixed water tanks, apparatus or pipes and fittings, irrespective of the initial or proximate cause shall only apply provided the water be turned off at the mains when the **insured** or any other person legally entitled to do so is not residing at the **property** named in the **schedule** during the period 1st November to 1st April inclusive.

For the purpose of this clause residing is defined as when **you** or any other person legally entitled to do so is sleeping overnight or present at the **property**.

SHHOU11. Fire Protection Condition

It is a condition precedent to liability that:

- a) at least one working and serviceable fire extinguishing appliance is fitted within the property;
- b) at least two smoke alarms are fitted within the property;
- c) at least one fire blanket is located within the property in or within close proximity to the kitchen area.

Failure to comply with this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

Occupancy Clauses

SHOCC01. Unoccupied Level 1 Endorsement

Subject to the exclusions shown in the policy wording, the following covers within the policy apply:

Section One - Buildings

- Fire and resultant smoke damage, lightning, explosion, earthquake
- Aircraft and other flying devices or items dropped from them

Section One – Buildings Additional Benefits

- Included – D, F, H
- Excluded - A, B, C, E, G, I

Section Two - Contents

- Fire and resultant smoke damage, lightning, explosion, earthquake
- Aircraft and other flying devices falling from them
- The **Contents** definition excludes items in the outbuildings, garages or sheds within the **premises**.

Section Three – Property Owners Liability

- Parts 1 and 2 - Included
- Defective Premises Act 1972 Extension - Included

Excess

- Nil each and every claim

SHOCC02. Unoccupied Level 2 Endorsement

Subject to the exclusions shown in the policy wording, the following covers within the policy apply:

Section One - Buildings

- Fire and resultant smoke damage, lightning, explosion, earthquake
- Aircraft and other flying devices or items dropped from them
- Storm, flood or weight of snow
- Collision by any vehicle or animal
- **Subsidence or heave** of the site upon which the **buildings** stand or **landslip**
- Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

Section One – Buildings Additional Benefits

- Included – D, F, H
- Excluded - A, B, C, E, G, I

Section Two - Contents

- Fire and resultant smoke damage, lightning, explosion, earthquake
- Aircraft and other flying devices or items dropped from them
- Storm, flood or weight of snow
- Collision by any vehicle or animal
- **Subsidence or heave** of the site upon which the **buildings** stand or **landslip**.
- The **Contents** definition excludes items in the outbuildings, garages or sheds within the **premises**.

Section Three – Property Owners Liability

- Parts 1 and 2 - Included
- Defective Premises Act 1972 Extension - Included

Excess

- £250 each and every claim but increasing to £1,000 each and every claim in respect of **Subsidence, heave or landslip**

SHOCC03. Unoccupied Level 3 Endorsement

In addition to the conditions stated within the General Conditions Section of the policy, it is a condition precedent to liability that:

1. Cover in respect of escape of water or burst pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
2. All final exit doors must be secured with a minimum of a mortice deadlock and all accessible windows must be secured with key operated locks or be screwed shut.

Failure to comply with any part of this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

Subject to the exclusions shown in the policy wording, the following covers within the policy apply:

Section One - Buildings

- Fire and resultant smoke damage, lightning, explosion, earthquake
- Aircraft and other flying devices or items dropped from them
- Storm, Flood or weight of snow
- Escape of water from fixed water tanks, apparatus or pipes
- Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
- Theft or attempted theft
- Collision by any vehicle or animal
- Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion
- **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.
- Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
- Falling trees, telegraph poles or lamp-posts

Section One – Buildings Additional Benefits

- Included – D, F, G, H, I
- Excluded - A, B, C, E

Section Two - Contents

- Fire and resultant smoke damage, lightning, explosion, earthquake
- Aircraft and other flying devices or items dropped from them
- Storm, Flood or weight of snow
- Escape of water from fixed water tanks, apparatus or pipes
- Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
- Theft or attempted theft
- Collision by any vehicle or animal
- Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion
- **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.
- Falling trees, telegraph poles or lamp-posts

Section Three – Property Owners Liability

- Parts 1 and 2 - Included
- Defective Premises Act 1972 Extension - Included

Excess

- £250 each and every claim but increasing to £1,000 each and every claim in respect of **Subsidence, Landslip & Heave**

SHOCC04. Part–Unoccupied Property Condition

It is a condition precedent to liability that:

- 1) The **Insured** or his representatives must visit all the **unoccupied** areas of the **property** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
- 2) All loose material to be kept clear of the **property**
- 3) Cover in respect of escape of water from and frost damage to fixed water tanks, apparatus or pipes, irrespective of the initial or proximate cause shall only apply provided the water be turned off at the mains during the period 1st November to 1st April inclusive, but only in respect of the **unoccupied** part of the **property**.
- 4) Cover in respect of Theft or attempted Theft from the **unoccupied** part of the **property** is not covered unless the Theft or attempted theft is as a result of forcible and violent entry and/or exit.

Failure to comply with any part of this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

Cover applicable in respect of Section One - **Buildings** and Section Two - **Contents** (as shown within **your** policy **schedule**):

- Fire and resultant smoke damage, lightning, explosion or earthquake
- Aircraft and other flying devices or items dropped from them
- Storm, flood or weight of snow
- Escape of water from fixed water tanks, apparatus or pipes
- Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
- Theft or attempted theft
- Collision by any vehicle or animal
- Malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion
- **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.
- Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts (Buildings only)
- Falling trees, telegraph poles or lamp-posts

Section Three – Property Owners Liability

- Parts 1 and 2 - Included
- Defective Premises Act 1972 Extension - Included

Excess

- £250 each and every claim but increasing to £1,000 each and every claim in respect of **Subsidence, Landslip & Heave**

Renovation Clauses

SHREN01. Unfixed Building Materials Clause

This insurance does not cover loss, damage or liability to any unfixed building materials in connection with planned or in progress building works at **your** property.

SHREN02. Works in Progress Exclusion Clause

This insurance provides cover for loss or damage to the existing structure only and specifically excludes loss, damage or liability to areas of work that are incomplete in any way or that have not had a Certificate of Practical Completion issued.

SHREN03. Commencement of Works Condition

It is a condition precedent to liability that **you** must notify **us** prior to the commencement of any renovation/refurbishment/structural works at the **premises**. Cover will then be terminated with immediate effect upon commencement of such works.

Failure to notify **us** of the commencement of the works will invalidate cover with effect from the time of the breach of this condition and there will be no return of premium granted.

SHREN04. Scope of Works Clause

You must notify **us** prior to the commencement of any renovation/refurbishment/structural works to the **premises**, so **we** can review the extent of the works being undertaken. Should the scope and cost of such works be deemed unacceptable by **us** then cover will be terminated with effect from the start date of any such works.

If the cost and scope of works are deemed to be acceptable to **us** then **we** reserve the right to amend the terms and conditions of this insurance.

Failure to notify **us** of the scope and cost of any works prior to commencement will invalidate cover with effect from the time of the breach of this clause and there will be no return of premium granted.

SHREN05. Accumulation of Waste Removal Condition

It is a condition precedent to liability that any accumulations of waste from any renovation work to be kept outside of the **property** in skips and such waste to be removed at least weekly from the site.

Failure to comply with this condition, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage.

Sharrock Insurance Services Limited t/a Sharrocks. Registered in England and Wales No: 6842697.

Registered Office: Watsons' Mill, ride's Passage, High Street, Sheerness, Kent, ME12 1UD.

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Speak to our expert team today on **01795 580800**
Open 09.00 until 17.30 Monday to Friday



www.sharrockinsurance.co.uk



Or visit us at our windmill offices
Watsons Mill, Ride's Passage, High Street, Sheerness ME12 1UD.
Opposite Sheerness CO-OP