

# **POLICY WORDING**

Please read carefully and retain



## **Property Insurance for Landlord's Buy to Let**



# Welcome to Intasure Property Insurance

Designed exclusively for Landlord's Buy to Let



Intasure's property insurance is exclusively designed for Landlord's Buy to Let. Insurance cover is provided by Argenta Syndicate 2121 at Lloyd's.

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

## Introduction

This Policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Argenta Syndicate 2121 at Lloyd's.

This Policy document should be read together with your Schedule and any endorsements.

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

## Language of contract of insurance

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



for and on behalf of Intasure®

**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: 01371 829 276 - Kelly Adjusters Limited**

## Intasure

Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS







# Definitions

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

## Act of terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Buildings

**Residence**, including:

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

## Computer virus

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

## Contents

Landlords domestic furniture and furnishings, which belong to **You**, or for which **You** are responsible and are contained in, or fixed to, the **Residence** where **You** are providing accommodation other than for **your** own use. The term **Contents** does not include **Valuables** or **money** or property more specifically insured by this or any other Policy.

## Costs and expenses

- 1 All **Costs and Expenses** recoverable by any claimant from **You**;
- 2 the **Costs and Expenses** incurred with **our** written consent for:
  - (a) representation at any coroner's inquest or inquiry in respect of any death; and

(b) the defence of proceedings in any court brought against **You** in respect of breach or alleged breach of statutory duty resulting in **Injury**; and

- 3 all other **Costs and Expenses** of litigation incurred with **our** written consent.

## Damage

Loss or damage.

## Domestic Employee

Any person working for **You** in connection with domestic duties who is employed by **You** under a Contract of Service, or self-employed and working on a labour only basis under **your** control or supervision.

## Electronic data

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

## Employee

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

## Endorsement

Any variation or addition to the terms of the Policy.

## Excess

The sum shown in **your Schedule** which is the amount to be deducted from **your** claim for loss or **Damage** resulting from the same incident. The **Excess** may vary and be increased within the Policy wording for certain perils.

## Injury

Death, bodily injury, illness or disease.

## Garden

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

## Definitions

### Heave

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

### Landslip

Downward movement of sloping ground.

### Light construction

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

### Listed Buildings

Private dwelling granted Grade II or Grade II\* status. In Scotland, **Buildings** granted B and C status.

Listed **Buildings** to be of:

- standard construction
- wattle and daub
- lathe and plaster
- timber framed
- cob

### No Claims Bonus/Discount

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

### Period of insurance

Period shown in **your Schedule** and any further period for which **You** have paid, or have agreed to pay and **We** have accepted, or have agreed to accept, the premium.

### Residence

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

### Schedule

The current **Schedule** issued by **us** as part of **your** Policy shows details of the Policyholder, the property insured, the **Period of insurance** and which sections of the Policy apply.

### Single article limit

The maximum amount to be paid on any single item, of **Contents** is £3,000 unless otherwise shown in the **Schedule**.

### Subsidence

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

### Territorial limits

United Kingdom the Channel Islands and the Isle of Man.

### The insurers

In respect of each Section insured by this Policy the insurer(s) stated in the **Schedule** applicable to said Section.

### Unoccupied

For more than 60 consecutive days

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

### Valuables

Jewellery, watches, gold, silver, precious metals, gemstones, furs, pictures, curios and other works of art, stamp, coin and medal collections, radios, home computers and audio and video equipment.

### We/us/our(s)/ourselves

The **Insurer(s)** stated in the **Schedule** and Intasurè as administrators of the policy.

### You/your/yourself

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

## Sum Insured

### Sum Insured

#### Standard Buildings & Non-Standard Buildings

The **Buildings** sum insured will be up to £1m or whatever amount is printed on **your** Policy **Schedule**. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will be referred to Underwriting.

#### Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

## Index Linking of Sums Insured

The sums insured in **your Schedule** will be adjusted annually in line with the following.

### Buildings

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

### Contents

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

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

### Important

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

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

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



## Section 1 - BUILDINGS

Your schedule states if this section is in force

### We will pay for

#### A The standard perils

Damage to **Buildings** caused by

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3
  - Storm
  - Flood
  - Hail
  - Snow
  - Avalanche
- 4 Escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5 Freezing or forcible or violent bursting to any fixed heating or domestic water installation in the **Residence**.

### We will not pay for

A **Damage** caused by faulty workmanship or defective design or defective materials or gradually operating cause.

- 1 The first £1,000 of any claim for **Damage** caused by earthquake or subterranean fire.
- 2 **Damage** resulting from any gradually operating cause.
- 3 Loss or **Damage** caused
  - (a) by frost.
  - (b) to **Buildings** of **Light construction**, domestic fixed fuel tanks in the open, gates, fences, hedges and **Garden** sheds.
  - (c) by weight of snow on **Buildings** of **Light construction**, domestic fixed fuel tanks in the open, gates, fences, hedges and **Garden** sheds.
  - (d) to swimming pool /hot tub / jacuzzi covers, filtration plants, heaters and pumps.
  - (e) caused by a rise in the water table (the level below which the ground is completely saturated with water).
- 4
  - ((a) The first £250 of each claim in respect of any property comprising a flat or maisonette.
  - (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
  - (c) Loss or **Damage** caused to **Buildings** of **Light construction**
  - (d) **Damage** caused while the **Residence** is **Unoccupied**.
  - (e) Loss or **Damage** to swimming pools / hot tubs / jacuzzis, filtration plants, heaters and pumps and all other ancillary equipment.
- 5
  - (a) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
  - (b) **Damage** caused while the **Residence** is **Unoccupied**.
  - (c) Loss or **Damage** to swimming pools / hot tubs / jacuzzis, filtration plants, heaters and pumps and all other ancillary equipment.

## Section 1 - BUILDINGS

Your schedule states if this section is in force

### We will pay for

- 6** Theft or attempted theft involving forcible and violent entry or exit.
- 7** Riot, strike, labour or political disturbance or civil commotion.
- 8** Malicious persons or vandals.
- 9** **Subsidence** or **Heave** of the site upon which the **Buildings** stand, or **Landslip**.
- 10** Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.
- 11** Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing **Damage** to the **buildings**.
- 12** Falling satellite dishes, receiving aerials and their fittings or masts

### We will not pay for

- 6** (a) Theft unless there are signs of forcible or violent entry or exit.  
 (b) **Damage** that any resident of the **Residence** has caused, allowed, chosen to overlook or not reported to the police.  
 (c) **Damage** caused while the **Residence** is **Unoccupied**.  
 (d) Solar panels unless securely fitted to the building in a non-accessible position, £500 **excess** will apply.  
 (e) Mysterious disappearance.
- 7**
- 8** (a) **Damage** that any resident of the **Residence** has caused, allowed, chosen to overlook or not reported to the police.  
 (b) **Damage** caused while the **Residence** is **Unoccupied**.
- 9** (a) The first £1,000 of each claim (unless higher **Excess** specified).  
 (b) **Damage** to paths, drives, terraces, patios, walls, gates, fences, swimming pools, hot tubs, jacuzzis and tennis courts unless the foundations beneath the external walls of the **Buildings** are damaged at the same time by the same cause.  
 (c) **Damage**  
 (i) due to coastal or river erosion;  
 (ii) resulting from demolition, alteration or repair to the **Buildings**;  
 (iii) resulting from faulty workmanship, defective design or the use of defective materials;  
 (iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the **Buildings** are damaged at the same time, by the same cause; or  
 (v) resulting from the bedding down of new structures or settlement of made up ground.  
 (d) Loss in market value of the property.
- 10** **Damage** caused by domestic pets.
- 11** (a) **Damage** to gates, fences or hedges and structures of **Light construction**  
 (b) **Damage** caused by felling or lopping.
- 12** (a) **Damage** caused to them.  
 (b) **Damage** due to the corrosion of the fixtures and fittings.

## Section 1 - BUILDINGS

Your schedule states if this section is in force

### We will pay for

**13 Damage to Underground Services**  
Accidental **Damage** to underground services to the **Home** for which **You** are legally responsible.

**14 Glass and Sanitary Fixtures**  
Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, baths, shower screens and fitted ceramic hobs.

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

**B Accidental Damage**  
Your **Schedule** states if this is in force.  
Accidental **Damage** to the **Buildings**.

### We will not pay for

**13**  
(a) **Damage** caused whilst clearing, rodding, or attempting to clear a blockage.  
(b) **Damage** caused by rodents / vermin.  
(c) **Damage** caused by gradually operating cause.

**14**  
(a) **Damage** to or the cost of removing or replacing frames.  
(b) Breakage of property not in sound condition.  
(c) Frost **Damage**.

**B**  
**1** The cost of maintenance.

**2 Damage**  
(a) specifically excluded elsewhere in this section;  
(b) caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;  
(c) caused by faulty workmanship, defective design or the use of defective materials;  
(d) caused by settlement or shrinkage of the **Buildings**; or  
(e) caused while the **Residence** is **Unoccupied**.  
(f) caused by weight of snow on **Buildings** of **Light construction**  
(g) to swimming pools / hot tubs / jacuzzis, filtration plants, heaters, pumps and swimming pool / hot tub / jacuzzi covers.

**3 Damage** resulting from  
(a) clearing, or attempting to clear, a blockage; or  
(b) wear and tear or any gradually operating cause.

## Section 1 - BUILDINGS

### Additional covers

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

#### 1 Additional costs and expenses

The additional costs of:

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

#### We will not pay for the following

- (i) In respect of (a) above, fees incurred for preparing any claim under this Policy.
- (ii) In respect of (c) above, any cost **You** are legally responsible for paying because of a notice served on **You** before the date of loss or **Damage**.

#### 2 Loss of rent and cost of temporary accommodation

if it is not possible to live in the **Residence** as a result of **Damage** insured by this section.

**Our** liability shall not exceed £25,000 in total in respect of

- (a) loss of rent payable to **You**;
- (b) any ground rent payable by **You**; and
- (c) the reasonable costs of necessary temporary accommodation for the owner or lessee.

#### 3 Damage to landscaped gardens

Up to £1,000 in any one **Period of insurance** for the costs of restoring **Damage** to landscaped **Gardens** caused by the emergency services while attending the **Residence** as a consequence of **Damage** insured by this section.

#### 4 Clearance of drains

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

#### 5 Trace and access

Up to £2,500 for costs of locating the source of **Damage** caused by escape of water or oil at the **Residence**, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search within the main building of the property. **Damage** to swimming pools, hot tubs or jacuzzis is excluded.

#### 6 Transfer of interest in the Residence

If **You** are selling the **Residence**, the purchaser will have the

benefit of this section during the period between exchange of contracts and completion, provided that the **Residence** is not insured under any other Policy.

#### 7 Indemnity to owners or lessees

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

#### 8 Contents of common parts

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

#### 9 Public authorities

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

- (a) the cost incurred in complying with any of the aforesaid regulations or bye laws
    - (i) in respect of **Damage** occurring prior to the granting of this additional cover;
    - (ii) in respect of **Damage** not insured by this section;
    - (iii) under which notice had been served upon **You** prior to the happening of the **Damage**; or
    - (iv) in respect of undamaged **Buildings** or undamaged portions of **Buildings**, other than foundations of that portion of the **Buildings** lost or damaged
  - (b) the additional cost that would have been required to make good the **Buildings** lost or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye laws not arisen; or
  - (c) the amount of any rates, tax duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** by the owner thereof by reason of compliance with any of the aforesaid regulations or bye laws.
- This additional cover shall not amend the limit of liability provided by this section.

## Section 1 - BUILDINGS

### Special conditions

#### 1 Reinstatement basis of payment

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

For this purpose reinstatement means

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

Provided that

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

#### 2 Subrogation waiver

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

- (a) any company
  - (i) in the relation of holding company or subsidiary to **You**; or
  - (ii) which is a subsidiary of a parent company of which **You** are **yourself** a subsidiary in each case within the meaning of the relevant companies' legislation current at the time of the **Damage**

(b) the tenant of any **Buildings** insured by this section provided that

- (i) the **Damage** did not result from a breach of the terms of the lease by the tenant;
- (ii) the **Damage** did not result from a criminal, fraudulent or malicious act of the tenant; and
- (iii) the tenant contributes to the cost of insuring the **Buildings** against the event which caused the **Damage**.

#### 3 Non invalidation

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

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

## Section 1 - BUILDINGS

### Claims settlement for buildings

**We** will at **our** option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or **Damage**, the Sum Insured is not less than the rebuilding cost and the **Buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in paragraph 1 – Additional covers under Section 1.

The total amount payable under paragraph A will not exceed the Sum Insured.

If the **Buildings** are not in good repair or if repair or replacement is not carried out **We** will at **our** option:

- (a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation.
- or**
- (b) pay for the reduction in market value caused by the loss or **Damage**.

The Sum Insured will not be reduced by the amount of any claim.

#### Proportionate Remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or **Damage**, 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 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 the claim made by **you**.

#### Matching Items

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

## Section 2 - CONTENTS

Your schedule states if this section is in force

### We will pay for

The maximum amount to be paid on any single item of **Contents** (£3,000) unless otherwise shown in the **Schedule**.

#### A The standard perils

**Damage to Contents** caused by

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3
  - Storm
  - Flood
  - Hail
  - Avalanche
- 4 Escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5 Freezing or forcible or violent bursting to any fixed heating or domestic water installation in the **Residence**.
- 6 Theft or attempted theft involving forcible and violent entry or exit.
- 7 Riot, strike, labour or political disturbance or civil commotion.
- 8 Malicious persons or vandals.

### We will not pay for

**A Damage** caused by faulty workmanship or defective design or defective materials or gradually operating cause.

- 1 The first £1,000 of any claim for **Damage** caused by earthquake or subterranean fire.
- 2 **Damage** resulting from any gradually operating cause.
- 3
  - (a) **Damage** caused by frost.
  - (b) Loss or **Damage** to swimming pool /hot tub / jacuzzi covers, filtration plants, heaters and pumps.
  - (c) **Contents** in the open.
  - (d) **Damage** caused by a rise in the water table (the level below which the ground is completely saturated with water)
- 4
  - (a) Loss of or **Damage** to the installation or appliance itself.
  - (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
- 5
  - (a) Loss of or **Damage** to the installation or appliance itself.
  - (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
- 6
  - (a) **Damage** that any resident of the **Residence** has caused, allowed, chosen to overlook or not reported to the police.
  - (b) Loss or **Damage** occurring whilst the **Residence** or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the **Residence**.
  - (c) Mysterious disappearance.
- 7
- 8

## Section 2 - CONTENTS

Your schedule states if this section is in force

### We will pay for

**9** **Subsidence** or **Heave** of the site upon which the **Buildings** stand, or **Landslip**.

**10** Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.

**11** Falling trees or branches, lamp posts or telegraph poles.  
  
Limited to the cost of removal up to £500.

**12** **Breakage of Glass and Mirrors**  
Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Residence**.  
  
Limited to £5,000 in any one **Period of insurance**.

**B** **Accidental Damage**  
Accidental **Damage** to **Contents** in the **Residence**.

### We will not pay for

**9** (a) The first £1,000 of each claim.  
(b) **Damage** to paths, drives, terraces, patios, walls, gates, fences, swimming pools, hot tubs, jacuzzis and tennis courts unless the foundations beneath the external walls of the **Buildings** are damaged at the same time by the same cause.  
(c) **Damage**  
(i) due to coastal or river erosion;  
(ii) resulting from demolition, alteration or repair to the **Buildings**;  
(iii) resulting from faulty workmanship, defective design or the use of defective materials;  
(iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the **Buildings** are damaged at the same time, by the same cause; or  
(v) resulting from the bedding down of new structures or settlement of made up ground.

**10** **Damage** caused by domestic pets.

**11** **Damage** caused by felling or lopping.

**12**

**B**  
**1** **Damage** specifically excluded elsewhere in this section.  
**2** **Damage** caused  
(a) by domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions, cleaning, repair, alteration, restoration, depreciation or any gradually operating cause;  
(b) by electrical or mechanical breakdown.  
**3** **Damage** caused while the **Residence** is **Unoccupied**.  
**4** (a) **Damage** caused by wear and tear or electrical or mechanical defect; or  
(b) by cleaning, repair, restoration or use contrary to maker's instructions.  
**5** Swimming pools / hot tubs / jacuzzis and swimming pool / hot tub / jacuzzi covers.



## Section 2 - CONTENTS

### Additional covers

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

#### 1 Loss of rent and cost of temporary accommodation

if it is not possible to live in the **Residence** as a result of **Damage** insured by this section.

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

- (a) rent payable by **You** or to **You**; and
- (b) the reasonable costs of necessary temporary accommodation for the owner or lessee.

#### 2 Loss of keys

Up to £250 for replacing necessary locks and keys of

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

#### 3 Metered water and heating oil

Up to £1,000 for loss of metered water or domestic heating oil following accidental **Damage** to interior fixed domestic water or heating installations in or on the **Residence**.

We will not pay for **Damage** caused while the **Residence** is **Unoccupied**.

## Section 2 - CONTENTS

### Claims settlement for contents

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

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

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

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

- (a) the **Single article limit** of £3,000 for a single item of **Contents** within the **Residence** unless otherwise shown in the **Schedule**.
- (b) in respect of **Contents** not in the **Residence** but within the boundaries of the land will be £250; or
- (c) in total shall not exceed the sum insured stated in **your Schedule** plus 25% of the sum insured on the relevant **Contents** item for loss of rent and cost of temporary accommodation described in additional cover 1) of this section.

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

#### Matching items

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

#### Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or **damage**, 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 sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **Contents** of **your home** as new, then **We** will pay up to 75% of any claim made by **you**..

#### Excess

Unless a different **Excess** is specified in **your Schedule**, **You** will pay the first £250 of each claim.

## Section 3 - PUBLIC LIABILITY

Your schedule states if this section is in force

### We will pay for the following

#### A Property owner's liability

- 1 Your legal liability to provide compensation, together with **Costs and Expenses** incurred with **our** consent, following accidental **Injury** to any person, or accidental loss of or **Damage** to property incurred:
  - (a) as owner (not occupier) of the **Buildings** and land insured by Section 1 of this Policy;
  - (b) in connection with any other private **Residence** formerly owned and occupied by **You** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that no other insurance covers the liability.  
If Section 1 Buildings of this Policy expires or is cancelled cover under this paragraph (A)1(b) shall continue for a period of 7 years in respect only of the **Residence**.
- 2 Your legal liability to provide compensation, together with **Costs and Expenses** incurred with **our** consent, following accidental **Injury** to any person, or accidental loss of or **Damage** to property incurred as owner of the **Contents** insured by Section 2 of this Policy.

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

#### B Indemnity to owners or lessees

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

#### C Pollution

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

### We will not pay for the following

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

# General Exclusions

**This Policy does not cover the following.**

## 1 Radioactive Contamination and Nuclear Assemblies Exclusion

- (a) Loss or destruction of or **Damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- (b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
  - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - The emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.
  - The emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s)).

## 2 War 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.

## 3 Existing and Deliberate Damage Exclusion

We 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**.

## 4 Pollution or Contamination Exclusion

We will not pay for loss, **Damage** or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When 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 **home**, and

- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

## 5 Contract (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.

## 6 Electronic Data Exclusion

We will not pay for:

- (a) Loss or destruction of or **Damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - Computer viruses, erasure or corruption of **Electronic data**,
  - The failure of any equipment to correctly recognise the change of date.

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

## 7 Terrorism Exclusion

We will not pay for loss, **Damage** or liability occasioned by or happening through or in consequence directly or indirectly of

- (a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- (b) in Northern Ireland civil commotion

This Policy also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an **Act of Terrorism**.

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any

## General Exclusions

**Damage** or loss resulting from **Damage** is not covered by this Policy the burden of proving that such **Damage** or loss is covered shall be upon the Insured.

### 8 Confiscation Exclusion

**We** will not pay for loss, **Damage** or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

### 9 Loss of Value

**We** will not pay for any reduction in market value of any property following its repair or reinstatement.

### 10 Indirect Loss or Damage

**We** will not pay for any loss or **Damage** that is not directly associated with the incident that caused **you** to claim, except where that loss or **Damage** is expressly included within this insurance.

### 11 Wear and Tear Exclusion

**We** will not pay for any loss, **Damage**, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

### 12 Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **We** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

### 13 Defective Design or Construction Exclusion

**We** will not pay for any loss, **Damage**, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

# General Conditions

## A Reasonable care

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

## B Cancellation

**1 We** may cancel this Policy by giving **You** 30 days notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows:

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

**2 You** may cancel this Policy at any time by writing to **Us**.

If **You** pay **Your** premium by Direct Debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 1- Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

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

## 3 Conditions Precedent

The due Observance of the terms, provisions, conditions and **Endorsements** of this Policy by **You** in so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this Policy.

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

## C Fraud

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

## D Governing law

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

## E Short Form Privacy Notice

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. **We** are the data controller of any personal information **You** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **us** monitor and improve the service **We** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** privacy notice at [www.intasure.com](http://www.intasure.com). If **You** are providing personal data of another individual to **us**, **You** must tell them **You** are providing their information to **us** and show them a copy of this notice.

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

## F Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms of this Policy under the Contracts (Right of Third Parties) Act 1999.

## G Changes to Circumstances

**You** must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy. Please tell **us** within 14 days of becoming aware of any changes to the information **You** provided when applying for

## General Conditions

this insurance. Please contact **us** if **You** require a copy of **your** Statement of Fact or **your** Schedule.

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

- of any intended alterations, extension or renovation to the **Buildings**. **You** do not need to tell **us** about internal alterations to the **Buildings**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your** **Schedule**.
- of any change to the occupancy of the **Buildings** e.g. are to be lent, let or sub-let.
- of any change to the occupancy of the **Buildings** e.g. if the **Buildings** are to stop being **Your** permanent residence or are to be **Unoccupied** or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).
- The **Residence** becomes **Unoccupied** or unfurnished;
- The **Residence** becomes **your** permanent **residence**;
- The **Residence** becomes illegally occupied;
- **Your** **Residence** is going to be used for short periods each week or as a holiday home;
- Work is to be done on **your** **Residence** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your** **Residence**;
- **You** or any member of **your** **family** receives a conviction for any offence except for driving;
- Any increase in the value of **your** **contents** or the rebuilding cost of **your** **buildings**;
- Any part of **your** **Residence** is going to be used by **you** or **your** **tenant(s)** for any trade, professional or business purposes:

There is no need to tell **us** about trade, professional or business use if:

- (i) The trade, professional or business use is only clerical; and
- (ii) There are no staff employed to work from the **Residence**; and
- (iii) There are no visitors to the **Residence** in connection with the trade, profession or business; and
- (iv) There is no business money or stock in the Residence.

When **We** are notified of a change, **We** will tell **You** whether this affects **your** policy, e.g. whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy.

If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within the policy.

### Important Notice:

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

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

### H Proportionate Remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or **Damage**, 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** **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 the claim made by **you**.

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or **Damage**, 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 sum insured. For example, if the premium **you** have paid for **your** **contents** insurance is equal to 75% of what **your** premium would have been if **your** **contents** sum insured was enough to replace the entire **contents** of **your** **home** as new, then **We** will pay up to 75% of any claim made by **you**.

### I Several Liability

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

# Conditions Applying in the Event of a Claim

## A Notification of claims

If **you** need to make a claim under this policy, please contact **Kelly Adjusters Limited** straight away on **01371 829276**.

To help **us** deal with **your** claim quickly **We** may require **you** to provide **us** with assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, please provide:

- **Your** name, address, and contact telephone numbers
- Policy/Certificate number
- Police details / Crime Reference number where applicable
- The cause of the loss or **Damage**
- Details and date of the loss or **Damage** together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

### 1 Loss of or Damage to property

In the event of loss of or **Damage** to property likely to result in a claim **You** must:

- (a) as soon as practicable report to the police any theft, malicious **Damage**, vandalism or loss of property;
- (b) advise **Kelly Adjusters Limited on 01371 829276** as soon as reasonably practicable and
- (c) at **your** expense provide full written details of the claim within 30 days and
- (d) take all reasonable steps to minimize loss or **Damage** and take all practical steps to recover lost property and discover any guilty person.

### 2 Legal liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

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

## B Conduct of claims

### 1 Our rights

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

- (a) enter into and inspect any **Buildings** where the **Damage** has occurred and take charge of any damaged property.

- No property may be abandoned to **us**;
- (b) take over and control any proceedings in **your** name for **our** benefit to recover compensation from any source or defend proceedings against **You**.

### 2 Recovery of lost or stolen property

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

If the property is recovered before payment of the claim, **You** must take it back and **We** will then pay for any **Damage**.

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



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

The Managing Director  
Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

Tel: +44(0)345 111 0680  
Policy Queries Email: [admin@intasure.com](mailto:admin@intasure.com)  
Claims Email: [newclaims@kellyadjusters.co.uk](mailto:newclaims@kellyadjusters.co.uk)

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

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: +44 (0)20 7327 5693  
Fax No: +44 (0)20 7327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

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

**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: 01371 829 276 - Kelly Adjusters Limited**





**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: 01371 829 276 - Kelly Adjusters Limited**

Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

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