



Holiday Home

Policy Wording

**for
United Kingdom
and
Overseas**

Property

Vasek Insurance Minerva House Spaniel Row Nottingham NG1 6EP

Vasek Insurance Services Limited is authorised and regulated by the Financial Services Authority

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Definitions

Certain words will carry the same meaning wherever they appear in this policy and are highlighted in bold type, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage – damage caused by violent, unforeseen, external and visible means,

Bodily injury – damaged to persons caused by accident or disease,

Insurer – this insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom. Both the Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Services Authority.

Please note that correspondence should **not** be directed to the above address, but must **always** go through the insurance broker who sold **you** this insurance or **Vasek Insurance**,

Holiday home let – where the **property** is let to any third party, other than family and friends,

Money – cash, currency, bank notes, negotiable documents or coins or stamps not forming part of a coin or stamp collection,

Premises - the risk address as named in the **schedule of cover**,

Property – the private residential **property** built of brick, stone or concrete and roofed with slates, tiles, metal, asbestos or concrete, as shown in the **schedule of cover**,

Schedule of cover – the printed document containing details of **you**, the **property**, the sums insured, the period of insurance, the excess, the **insurer** and any special terms which may apply,

Unoccupied – not having been lived in overnight, unless **you** have disclosed to **us** that the **property** is **your** main residence and it is stated as such in the **schedule of cover**, in which case **unoccupied** is when the **property** has not been lived in for thirty consecutive nights,

We/us/our – the **insurer**,

You/your – the person(s) named in the **schedule of cover**,

Vasek Insurance – the company who have been authorised by the **insurer**, under a delegated authority, to transact insurance business on their behalf. **Vasek Insurance** are authorised and regulated by the Financial Services Authority, their Firm Reference Number is 309354.

Your holiday home insurance policy

This insurance policy provides cover for the sections specified in the **schedule of cover** during the period of insurance for which **you** have paid **your** premium.

This insurance policy is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions below. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under contract reference number BE004500 for United Kingdom **property** and BE004510 for overseas **property**, and is based on the information **you** provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important note below)

This policy, along with the schedule of cover, endorsements and the statement of fact should be read together as one document and form the contract of insurance.

* Important - Your Statement of Fact

The statement of fact containing the information supplied either orally, electronically or in writing by you or anyone acting on your behalf, upon which your premium was calculated, is the basis of your contract with the insurer. Your attention is drawn to the importance of the accuracy of the information supplied on the statement of fact. If you agree that the information is correct, please retain the statement of fact with your policy document (please sign and date the statement of fact where indicated and retain for your records). If the information supplied is incorrect or missing, please notify us or your appointed agent immediately, but no later than seven days after receipt, so that a revised statement of fact may be issued. The revised information may result in a change to the premium quoted and / or the terms that apply to the policy. If it is subsequently found that the information given on the statement of fact is incorrect then this may result in any claim under this policy being refused.

Please read all the documents carefully to make sure they meet your requirements. If you decide that you do not wish to proceed then you may cancel this insurance by writing to the insurance broker who sold you this insurance, or us, within 14 days of either:-

- **The date you receive your policy documentation, or**
- **The start of the period of insurance**

whichever is the later. Providing you have not made any claims we will refund the premium.

Certain conditions, exclusions and clauses apply to all sections of this policy and are shown on pages 17, 18, 19 and 20. It is important that you read them carefully, as they apply at all times.

Buildings section

Buildings are:

- the main structure of the **property** and its permanently fitted fixtures and fittings,
- its domestic outbuildings and private garage(s),
- terraces, patios, paths and drives,
- walls, gates, fences, hedges, lamp-posts and railings,
- permanently fitted swimming pools and tennis courts,
- permanently fitted central heating/fuel tanks, septic tanks and cesspits,
- permanently fitted flooring, but not carpets.

All within the **premises** named in the **schedule of cover**

Buildings are not:

- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **property**,
- carpets.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the **buildings** of the **property**.

We do not cover insured event 11 for premises situated outside the United Kingdom.

Insured events

- 1. Fire, lightning, earthquake or explosion**
- 2. Storm or flood or weight of snow**, but not to domestic fixed fuel tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, hedges, fences or railings
- 3. Escape of water from any fixed appliance, pipe or tank, plus damage to these caused by frost**, but not if any loss or damage is caused by faulty workmanship, wear and tear, any gradually operating cause, to domestic fixed fuel tanks in the open, to swimming pools or to domestic outbuildings and garages
- 4. Escape of oil from any fixed appliance, pipe, or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear or any gradually operating cause
- 5. Theft or attempted theft**, but only following forcible and violent entry to or exit from the **premises**
- 6. Riot**
- 7. Malicious damage or terrorism**, but not if caused by **you** or any person(s) lawfully at the **property**
- 8. Collision with the property by aircraft, animals or vehicles**, but not if such aircraft, animals or vehicles are owned by or operated by **you**, the tenant/s or guests

- 9. Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
- 10. Breakage or collapse of satellite television receiving equipment or television and radio aerials**
- 11. Subsidence, landslide or ground heave of the site on which the property stands**, but not:
- a) to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, tennis courts, permanently fitted central heating/ fuel tanks, septic tanks or cesspits unless the main structure of the **property** is affected at the same time and by the same event or cause,
 - b) damage caused by coastal or river erosion,
 - c) whilst the **property** is undergoing any structural repairs, alterations or extensions,
 - d) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship,
 - e) damage to solid floor slabs unless the foundations of the external walls of the **property** are damaged at the same time and by the same cause,
 - f) if the **property** has previously suffered damage by subsidence, landslide or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,
 - g) the first £1,000 of each claim.

Additional cover

- 12. Accidental damage** – **we** will also provide cover for accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen units, forming part of the building.
- 13. Underground services** – **we** will also provide cover for damage caused by external and visible means from a single identifiable event to any underground water or gas main, sewer or drain pipe, underground electricity or telephone cable, all of which extend from the home to the public supply and for which **you** are legally liable, but not for damage to any land drainage pipe or the cost of clearing any blocked drain, drainage or sewer pipe, but limited to £500 in all during the period of insurance for properties situated outside the United Kingdom.
- 14. Additional expenses** – **we** will also provide cover to pay the necessary and reasonable expenses that **you** incur following loss or damage to the **property** by an insured event in respect of removal of debris, demolition, shoring or propping up, architects, surveyors, structural engineers or legal fees and the fees for complying with any government or local authority requirement, but not any fee for preparing a claim or estimate.

15. Loss of rent / alternative accommodation – if the **property** is a **holiday home let**, and based within the United Kingdom, **we** will also provide cover, up to 100% of the building sum insured for a period of up to twelve months, if the **property** becomes uninhabitable following loss or damage caused by any insured event for the amount of rent due to be paid to **you** which is lost, but only in respect of the period reasonably necessary to repair the **property**, if the property is based outside the United Kingdom we will only provide cover up to 20% of the building sum insured. If the **property** is not a **holiday home let** or is **your** main residence, and based within the United Kingdom, **we** will provide cover, up to 100% of the building sum insured for a period of up to twelve months, if the **property** becomes uninhabitable following loss or damage caused by any insured event for the cost of alternative accommodation, but only in respect of the period reasonably necessary to repair the **property**, if the property is based outside the United Kingdom we will only provide cover up to 20% of the building sum insured. **You** may only claim for either loss of rent or alternative accommodation not both.

16. Index linking – **we** will increase **your** sum insured each year in line with the applicable House Rebuilding Cost Index for the country where the **property** is situated.

Settling claims

We will decide whether to repair, replace or reinstate the lost or damaged building, but not so that it is better or more extensive than immediately prior to the incident giving rise to the claim. Where **we** have agreed that the building will not be repaired, replaced or reinstated following loss or damage, **we** will make a deduction for wear and tear.

Under insurance

If **you** are under insured, which means the sum insured is not adequate enough to rebuild the **property** at the time of the loss or damage, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of rebuilding the **property**, **we** will only pay one half of the cost of **your** claim.

Excess

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule of cover**.

Automatic reinstatement

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us**.

Contents section

Contents are:

- household goods and all other personal belongings within the **property**, which **you** own or which **you** are legally liable for,
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **property**,
- items in outbuildings, garages or sheds, all used for domestic purposes, which are situated within the boundaries of the **premises**, up to £250 in all during the period of insurance,
- items in the open, which are situated within the boundaries of the **premises**, up to £250 in all during the period of insurance,
- **money**, if the **property** is **your** main residence, up to £250 in all during the period of insurance,
- stamps or coins forming part of a collection, if the **property** is **your** main residence, up to £500 in all during the period of insurance,
- deeds, registered bonds and other personal documents, if the **property** is **your** main residence, up to £500 in all during the period of insurance,
- loss of metered water or domestic oil in a fixed oil tank, up to £500 in all during the period of insurance,
- gold, silver, gold and silver plated articles, jade, jewellery and furs, up to £2,500 or 10% of the contents sums insured, whichever is the less, but limited to £1,000 for any one item, unless specified in the **schedule of cover**,
- carpets but not permanently fitted flooring.

Contents are not:

- motor vehicles, caravans, aircraft, trailers or watercraft or their accessories,
- any living creature,
- any part of the structure, decorations or permanent fixtures and fittings at the **property**,
- any item(s) insured under any other insurance.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the contents of the **property**.

We do not cover insured event 11 for premises situated outside the United Kingdom.

Insured events

- 1. Fire, lightning, earthquake or explosion**
- 2. Storm or flood**, but not to contents in the open
- 3. Escape of water from any fixed appliance, pipe or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear, any gradually operating cause, to domestic fixed fuel tanks in the open, to swimming pools, or to contents within domestic outbuildings or garages

4. **Escape of oil from any fixed appliance, pipe or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear or any gradually operating cause
5. **Theft or attempted theft**, but only if caused by forcible and violent entry to or exit from the **property**
6. **Riot**
7. **Malicious damage or terrorism**, but not if caused by **you** or any person(s) lawfully at the **premises**
8. **Collision with the property by aircraft, animals or vehicles**, but not if such aircraft, animals or vehicles are owned by or operated by **you**, the tenant/s or guests
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**
11. **Subsidence, landslip or ground heave of the site on which the property stands**, but not:
 - a) damage caused by coastal or river erosion,
 - b) whilst the **property** is undergoing any structural repairs, alterations or extensions,
 - c) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship,
 - d) if the **property** has previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,

Additional covers

12. **Accidental damage** – **we** will also provide cover for **accidental damage** to televisions, satellite decoders, audio and video equipment, radios, dvd's and video cassette recorders used for domestic purposes all within the **property**, but not for damage to tapes, records, cassettes, discs or any software, or for mechanical or electrical faults or breakdown.
13. **Loss of rent / alternative accommodation** – if the **property** is a **holiday home let** **we** will also provide cover, up to 20% of the contents sum insured for a period of up to twelve months, if the **property** becomes uninhabitable following loss or damage caused by any insured event for the amount of rent due to be paid to **you** which is lost, but only in respect of the period reasonably necessary to repair the **property**. If the **property** is not a **holiday home let** or is **your** main residence **we** will provide cover, up to 20% of the contents sum insured for a period of up to twelve months, if the **property** becomes uninhabitable following loss or damage caused by any insured event for the cost of alternative accommodation, but only in respect of the period reasonably necessary to repair the **property**, **you** may only claim for either loss of rent or alternative accommodation not both.
14. **Mirrors and glass in furniture** – **we** will also provide cover for accidental breakage of mirrors, glass in furniture or ceramic hobs in unfixed kitchen appliances.

Settling claims

We will decide whether to repair or replace any item that is lost or damaged, if it cannot be repaired or replaced **we** will pay the cost of an equivalent replacement. For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, but only if the new item is as close as possible to but not an improvement on the original item and **we** have authorised the replacement.

Under insurance

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

Excess

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule of cover**.

Automatic reinstatement

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us**.

Property owners liability (properties situated within the United Kingdom only)

This section of the policy only applies if the buildings are insured and the **property** is situated within the United Kingdom.

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

The most **we** will pay for any one accident or series of accidents arising out of any one event is £5,000,000, in all, unless shown differently in the **schedule of cover**, plus the costs and expenses which **we** have agreed to pay in writing.

We will not cover **you** for any liability:

- 1) for **bodily injury** to **you**, any member of **your** family or any person who at the time of sustaining such injury is engaged in **your** service or employed by **you**,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) arising out of any criminal or violent act to another person or property,
- 4) for damage to property owned by or in the charge or control of **you**, any member of **your** family or any person engaged in **your** service or employed by **you**,
- 5) arising directly or indirectly out of any profession, occupation, business or employment, other than **your** direct liability as a landlord to **your** tenant(s),
- 6) which **you** have assumed under contract and which would not otherwise have attached,
- 7) arising out of **your** ownership, possession or use of:
 - any motorised or horse drawn vehicle, other than domestic gardening equipment used at the **premises**,
 - any power-operated lift,
 - any aircraft or watercraft other than manually operated rowing boats, punts or canoes,
 - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991,
- 8) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time at the **premises** during the period of insurance and is reported to **us**, in writing, no later than 30 days from the end of the period of insurance;
 - in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident,
- 9) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**,
- 10) if **you** are entitled to indemnity under any other insurance, (until such insurance(s) is/are exhausted).

Legal liability to the public (properties situated outside of the United Kingdom only)

This section is automatically operative, as defined below, if buildings and/or contents are shown as insured in the **Schedule of Cover** and the **property** is not situated within the United Kingdom. This section will extend to include **your** legal liability arising out of the letting of the **property** only if **you** have disclosed to **us**, and **we** have accepted, that the **property** is a **holiday home let**.

This section works in the following way:-

- If the buildings only are insured, **your** legal liability as owner only but not as occupier is covered.
- If the contents only are insured, **your** legal liability as occupier only but not as owner is covered.
- If buildings and contents are insured, **your** legal liability as owner or occupier is covered.

Amount payable

Our limit for all damages in respect of any one event or series of events consequent upon or attributable to one source or original cause is £1,000,000 in all, in respect of **your** liability and **we** will also pay all costs and expenses incurred by **you** with **our** written consent in defending any claim.

Definitions:

Bodily injury damage to persons caused by accident or disease

What is covered

We will indemnify you

- i) as owner for amounts **you** become legally liable to pay as damages for
 - a) accidental **bodily injury** to any person
 - b) accidental loss or damage to material propertycaused by an accident happening at the **premises** during the period of insurance or
- ii) as a private individual, if the **property** is **your** main residence, for amounts **you** become legally liable to pay as damages for
 - a) accidental **bodily injury** to any person
 - b) accidental loss or damage to material propertycaused by an accident happening anywhere in the world during the period of insurance

We will not cover **you** for any liability:

- 1) for **bodily injury** to **you**, any member of **your** family or any person who at the time of sustaining such injury is engaged in **your** service or employed by **you**,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,

- 3) arising out of any criminal or violent act to another person or property,
- 4) for damage to property owned by or in the charge or control of **you**, any member of **your** family or any person engaged in **your** service or employed by **you**,
- 5) arising directly or indirectly out of any profession, occupation, business or employment, other than **your** direct liability as a landlord to **your** tenant(s),
- 6) which **you** have assumed under contract and which would not otherwise have attached,
- 7) arising out of **your** ownership, possession or use of:
 - any motorised or horse drawn vehicle, other than domestic gardening equipment used at the **premises**,
 - any power-operated lift,
 - any aircraft or watercraft other than manually operated rowing boats, punts or canoes,
 - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991,
- 8) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time at the **premises** during the period of insurance and is reported to **us**, in writing, no later than 30 days from the end of the period of insurance;
 - in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident,
- 9) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**,
- 10) if **you** are entitled to indemnity under any other insurance, (until such insurance(s) is/are exhausted).

For Premises situated within France

- French liability clause** this legal liability to the public section includes within the limit of liability stated:
- a) the liability which **you** may incur as a tenant, following damage caused by fire or explosion, under articles 1382 to 1384 and 1732 to 1735 of the civil code.
 - b) the liability which **you** may incur under articles 1382, 1383 and 1384 of the civil code following damage to neighbours and third parties **property** as a result of fire or explosion originating from the **property** insured or containing the insured **property**.

Accidents to domestic staff (properties situated within the United Kingdom only)

This section of the policy only applies if the contents are insured and the **property** is situated in the United Kingdom.

We will cover **you** for any amounts **you** become legally liable to pay for accidental **bodily injury** to **your** domestic staff employed in connection with the **premises**, but only for accidents occurring at the **premises**, during the period of insurance, plus the costs and expenses which **we** have agreed to pay.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £10,000,000, unless shown differently in the **schedule of cover**, plus the costs and expenses which **we** have agreed to pay.

We will not cover **you** for any liability:

- 1) for **bodily injury** arising directly or indirectly from any vehicle,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) for **bodily injury** arising directly or indirectly in connection with **your** profession, occupation, business or employment,

Valuables and personal possessions

This section of the policy only applies if valuables and personal possessions are insured, as shown in the **schedule of cover**.

We will cover **you** against loss or damage within the territorial limits.

Territorial limits

- a) the country in which the **property** is situated as shown in the **schedule of cover**
- b) all other European Union countries for up to 60 days in any one period of insurance
- c) the rest of the world for up to 30 days in any one period of insurance

This policy does not cover loss or damage:

- i. caused by moth, vermin, wear and tear or any gradually operating cause,
- ii. from electrical or mechanical faults or breakdown,
- iii. for any one item (including articles forming a pair or set) over £1,000 unless specified to, and accepted by, **us**, and shown in the **Schedule of Cover**,

- iv. or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon,
- v. to guns caused by rusting or bursting of barrels,
- vi. for breakage of any sports equipment whilst in use,
- vii. to contact, corneal or micro corneal lenses,
- viii. for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** supervision,
- ix. mobile phones and computer equipment and video camera's unless specified to, and accepted by, **us**, and shown in the **Schedule of Cover**,
- x. for any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised person,
- xi. for any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms,
- xii. for the breaking of strings, reeds or drumheads forming part of musical instruments,

Amount payable

The sum insured under the valuables and personal possessions shown in the **Schedule of Cover** is declared by **you** represent not less than the Full Value of the insured property on the same basis as that for which the insurance is being provided. It is imperative that **you** insure all valuables and personal possessions for their current cost as new, with the exception of clothing.

The maximum amount payable in respect of any one incident is:-

- a) for all claims under Unspecified Valuables and Personal Possessions the total sum insured as shown in the **Schedule of Cover** for any one claim, but limited to £1,000 for any one item (including articles forming a pair or set) unless specifically specified under Specified Valuables and Personal Possessions,
- b) for all claims under the Specified Valuables and Personal Possessions the total sum insured shown in the **Schedule of Cover** for the item(s) being claimed.

Claims settlement

If the sum insured is adequate at the date of loss or damage, **we** will at **our** option pay the cost of such loss or damage or repair or replace the item in the same form or style as new with no deduction for wear, tear or depreciation except for clothing, where a deduction for wear, tear and depreciation will be made. If the sum insured is not adequate then **we** will only pay a proportion of the claim. For example if the sum insured only covers one half of the cost of replacing the item(s), as new, **we** will only pay one half of the cost of **your** claim.

How to make a claim under this insurance

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance please contact the **Vasek Insurance** claims department as soon as possible.

Vasek Insurance Claims Department
Minerva House
Spaniel Row
Nottingham
NG1 6EP
Tel: 0115 950 5052
Fax: 0115 947 5514

At the time of making a claim, **you** will be asked:-

- The name of the insurance broker who sold **you** this insurance;
- The policy number stated on **your** schedule;
- Full details of the claim.
- For the statement of fact that you signed and retained at the inception of the policy

A claim form will be issued to **you** which must be returned fully completed along with at least two separate independent estimates or quotations for any damage or items **you** are claiming, this will be at **your** expense.

We may need to arrange an inspection of **your property** by an independent loss adjuster, this will be at **our** expense.

In the event of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the incident and then obtain a crime reference number, otherwise **your** claim may be void.

You must notify **Vasek Insurance**, by way of a signed claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date of the incident or **your** claim may be void.

General conditions, exclusions and clauses which apply to the whole of this policy

Your duties

- A) **you** must ensure that all protections provided for the security of the **premises**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation whenever **you** or the tenant(s) or guests are not actually at the **premises**, if **you** fail to comply with any part of this condition claims as a result of illegal entry or exit will not be covered,
- B) **you** must ensure that the insured **property** is adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **property** being insecure will not be covered,
- C) if the **property** is a **holiday home let** **you** must comply with all regulations/statutory conditions regarding the letting of the **premises** in the country where the **property** is situated. Including but not limited to:-
- i. the number of persons legally allowed to reside at the **property**,
 - ii. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended),
 - iii. having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **property**/ies.
- D) if the **property** is a **holiday home let** **you** must ensure that all gas appliances fitted at the **premises** are serviced by a CORGI registered individual, where the **property** is situated in the United Kingdom or an overseas equivalent where the **property** is not situated in the United Kingdom, within 15 days of the inception of this insurance or not more than one calendar year from the date they were last serviced, whichever is the 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 the inception of this insurance) for a period of 24 months. **You** will have to produce them for **our** inspection if **we** ask for them.
- E) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **premises** in a good state of repair,
- F) **you** must immediately (and in any event within 10 days) inform **us** of any change in the type of occupancy at the **property**, if the **property** is no longer used as a holiday home or main residence, if **you** let the **property** as a **holiday home let**, if **you** let the **property** to permanent tenants, if the **property** becomes permanently **unoccupied**, if **you** move into the **property** or if the **property** becomes illegally occupied, as last disclosed to **us** by **you**, or **your** policy will be void,
- G) **you** must notify **us**, by way of a signed claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date of the incident, if the incident is as a direct result of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the incident and then obtain a crime reference number, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,

- H) **you** must forward to **us**, by registered post and within 3 working days, any 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 **our** prior written consent, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- I) **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim,
- J) **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,
- K) **you** must take all reasonable care to limit any loss, damage or injury,

General conditions

- A) if any claim is fraudulent or intentionally exaggerated or if any false or misleading statement is given by **you** or **your** representative then **your** claim will be void and not paid,
- B) if any premium that is due has not been paid at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- C) **we** or **our** representatives will be entitled to enter the **premises** 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,
- D) **we** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected,
- E) this policy is subject to English law and any disputes in connection with this policy will be subject to English Courts, if there is any dispute as to which law applies, it will always be English law,
- F) **we** may cancel this policy by giving **you** seven days notice to **your** last known postal address or to **your** insurance broker **we** will return a proportion of **your** premium on a pro rata basis, **you** may cancel this policy by giving **us** seven days notice in writing or seven days notice in writing via **your** insurance broker, **we** will return a proportion of **your** premium, as long as no claim has been made or reported during the period of insurance, on a pro rata basis, except in the first year of insurance when this will be on a short period basis, **our** short period scale is 80% return for cancellation in the first month, 75% in the second, 65% in the third, 55% in the fourth, 45% in the fifth, 35% in the sixth, 25% in the seventh, 15% in the eighth, 5% in the ninth and nil in months ten, eleven or twelve, no return of premium will be given if under £10.

Exclusions

We will not cover:

- A) 1) loss or destruction of or any damage to any **property** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity 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) loss or destruction of or any damage to any **property** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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) loss or damage resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets,
- D) any damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings,
- E) if the **property** is situated in the United Kingdom loss or damage to any flat roof, except over garages or porches, which is over 10 years old, if the flat roof is under 10 years old, the following excesses will apply to all claims relating to the flat roof; up to 5 years old, £250; 5 – 10 years old £500,
- F) loss or damage to any **property** or insured items caused during seizure or confiscation or attempts at either of these by customs or any other authorities,
- G) any loss or damage occurring before cover commenced,
- H) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**,
- I) the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform natural colour or design, when damage occurs with a clearly identifiable area or to a specific part,
- J) any consequential loss or reduction in value,
- K) any loss or damage notified to **us** after 90 days from the date of the incident,
- L) any claim that is lower than the excess, as stated in the **schedule of cover**,
- M) 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,
- N) any loss or damage that could be paid for by monies recoverable by **you** from any guests deposits.

O) **Electronic data exclusion clause**

We will not cover

1. Loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss,
2. Or 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 date or change of date.

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

P) **Biological and chemical contamination exclusion clause**

We will not cover

1. Loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss,
2. Or 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 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, 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.

Q) **The 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 the Act.

Endorsements

The following endorsements only apply if shown as applying in the schedule of insurance:

01) Theft limitation clause

This insurance does not cover any loss or damage to the insured **property** by theft or any attempted theft, except where the theft or attempted theft of the insured **property** is caused by forcible and violent entry to or exit from the **property**.

02) Protections clause

It is a condition precedent to **our** liability under this insurance that all protections provided for the safety of the **property** be maintained in good order throughout the period of this insurance and be in use at all times when the **property** is left **unoccupied** or unattended. Such protections shall not be withdrawn or varied without **our** consent.

03) Unoccupancy clause

This clause only applies to properties situated in the United Kingdom, Ireland and France. Whilst the insured **property** is **unoccupied** there shall be no cover under insured event 3 “Escape of water from any fixed appliance, pipe or tank” during the period 1st October to 31st March each year unless **you** comply with one of the following:-

- i. where the entire **property** has the benefit of a gas or oil fired central heating system fitted with automatic controls and a separate thermostat the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 55 degrees Fahrenheit
or
- ii. where a system as described above is installed and is additionally fitted with a “frost stat” in the loft area that is designed and installed to override all other heating controls irrespective of their functional status then this may be set to operate at not less than 8 degrees Celsius or 40 degrees Fahrenheit
or
- iii. all water supplies to be turned off at the mains and the entire water system be drained of all the water.

If **you** fail to comply with any part of this clause, claims relating to insured event 3 “Escape of water from any fixed appliance, pipe or tank”, will be void and not paid. If any claim is being made then **we** reserve the right to request **you** provide **us** with any bills for any utilities being supplied to the **property** for verification by **us**.

04) Change of circumstances clause

You must immediately inform **us**, so **we** may amend **your** policy, if

- i) there is any change in the type of occupancy at the **property** or
- ii) the **property** is no longer used as a holiday home or main residence or
- iii) **you** let the **property** as a **holiday home let** or
- iv) **you** let the **property** to permanent tenants or
- v) the **property** becomes permanently **unoccupied** or
- vi) **you** move into the **property** or
- vii) the **property** becomes illegally occupied or
- viii) any structural work starts at the **property** or is planned to start

as last disclosed to **us** by **you**. If **you** fail to inform **us** this policy may be void.

05) Flood exclusion clause

This policy does not provide cover for “Flood” under insured event 2.

06) Theft and malicious damage exclusion clause

This policy does not provide cover for insured event 5 “Theft or attempted theft”, insured event 6 “Riot” or insured event 7 “Malicious damage”.

07) Mortgage interest clause

The rights of the bank or building society, as stated in the schedule of insurance, will not be affected by anything **you** do to increase the risk of loss or damage at the **property** provided that they were unaware of such action, the bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage, they may also have to pay an additional premium which **you** will have to repay to them.

08) Contractors exclusion clause

This policy excludes cover 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 **property**, including where **you** are working in **your** capacity as a professional tradesman.

09) Restricted cover clause

This policy only provides cover for insured event 1 “Fire, lightning, earthquake or explosion”. Insured events 2 to 11 and all “additional covers” are deleted and of no effect.

10) Subsidence, landslip and heave exclusion clause

This policy does not provide cover for insured event 11 “Subsidence, landslip or ground heave of the site on which the **property** stands”.

14) Accidental Damage cover clause

This insurance has been extended to include **accidental damage** cover to the buildings section of this policy, but not:-

- a) for damage that **we** specifically excluded elsewhere under the buildings section of the policy,
- b) damage caused by settling, shrinking, collapsing, cracking, subsidence, heave or landslip,
- c) damage while the **property** is being altered, repaired or extended,
- d) damage to outbuildings or garages that are not of standard construction,
- e) for the cost of general maintenance
- f) damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost,
- g) damage arising from faulty design, specification, workmanship or materials,
- h) damage caused by mechanical or electrical faults or breakdown,
- i) damage caused by dryness, dampness, extremes of temperature or exposure to light,
- j) damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks,
- k) damage caused by or contributed to by or arising from any kind of pollution and / or contamination,
- l) the excess as stated in the **schedule of cover**,
- m) for damage caused whilst any holiday home is being let.

15) Non - standard construction clause

It is agreed and understood by **us** that the insured **property** is built of non-standard construction.

16) Minimum security clause

There shall be no cover under insured event 5 “Theft or attempted theft” or insured event 7 “Malicious damage” unless the following minimum protections are fitted at the **property**.

- * **all external doors:** 5 lever mortice deadlocks (conforming to British Standard 3621), or better,
- * **patio doors:** in addition to a central locking device, key operated bolts to top and bottom of opening sections
- * **all ground floor and easily accessible upper floor windows:** key operated window locks or better

If **you** fail to comply with any part of this clause, claims relating to insured event 5 “Theft or attempted theft” or insured event 7 “Malicious damage” will be void and not paid.

17) Consorcio de Compensation de Seguros clause

Cover is provided (where either buildings and or contents cover is in force) in accordance with the terms of the Spanish law dated 16th December 1954 which created the Insurance Compensation Consortium (“Consorcio de Compensation de Seguros”), and subsequent adjustments by Royal Decree.

Purpose of cover:

This covers you for loss or damage following direct material damage to any of the property insured under this policy due to:

- a) natural phenomena of an extraordinary kind, (flood, earthquake, volcanic eruption, exceptional cyclonic storms, the falling of astral bodies and meteorites),
- b) events arising out of terrorism, riots or popular uprising,
- c) deeds or actions of the Armed Forces of the Security Forces in peacetime.

Extent of cover

The cost of direct material damage suffered to the property insured under the policy by any of the above events, not exceeding the sum insured, as stated in the **schedule of cover**, and subject to the limits and conditions provided for by the policy at the time of any loss or damage.

Exclusions

There are certain excluded risks, several of which are already stated in the General Exclusions section of this policy.

Other exceptions include:

- a) inherent flaw or defect in the insured item,
- b) bad faith on **your** part,
- c) indirect damage or consequential loss of any kind
- d) losses occurring
 - i) within 30 days of the inception of cover
 - ii) before payment of the first premium
- e) losses which owing to their magnitude are declared by the Government as a “national calamity or catastrophe”.

Compulsory excess

You will be liable for a part of the indemnity after a claim. The amount is usually 10% of the amount of the loss or damage. It is forbidden to insure this compulsory excess.

Your responsibility

You must declare all potential claims to **us** or to the offices of the Consortium within a maximum of 7 days of learning of it.

You should use the appropriate claim form (which will be supplied on request) and submit together with a copy of **your** current schedule of cover and evidence of premium payment.

20) Special exclusion or warranty clause

Please refer to the description as described in the **schedule of cover**.

Our service commitment to you

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

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

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their address is:-

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

We will not be responsible for any complaints regarding companies other than **us** or **Vasek Insurance**.

Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Your total peace of mind

Underwriters at Lloyd's are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

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