



Unoccupied Property

Policy Wording

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, 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 – damage 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**,

Period of insurance - the length of time for which this insurance is in force, as shown in the **schedule of cover**,

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

Premises – the risk address which is named in the **schedule of cover**,

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

Tenant(s) – any person(s) paying rent to **you** or who is/are allowed to occupy the **premises** as a guest(s), or any leaseholder that occupies the **premises** when **you** own the freehold,

Unfurnished – not having sufficient furnishings to support normal habitation,

Unoccupied – not having been lived in overnight,

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 unoccupied property 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, and we have accepted, **your** premium.

This insurance policy is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions on page 3. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under contract reference number BE004510 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 (you must 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 or the policy being void.

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 notifying the insurance broker who sold you this insurance, or Vasek Insurance, 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 on a pro rata basis less an administration charge of £15.

Certain conditions, exclusions and clauses apply to all sections of this policy and are shown on pages 12, 13, 14 and 15. 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, but only if they are owned by **you**,
- its domestic outbuildings and private garage(s),
- terraces, patios, paths and drives,
- walls, gates, fences, hedges, lamp-posts and railings,
- swimming pools and tennis courts,
- permanently fitted central heating/fuel tanks, septic tanks and cesspits,
- permanently fitted flooring, which **you** own, 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 **premises**,
- carpets.

What is covered

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

We do not cover insured events 5, 6 or 7 whilst the **premises** are **unfurnished**, as defined in the definitions.

Insured events

1. **Fire, lightning, earthquake or explosion**
2. **Storm or flood**, but not to domestic fixed fuel tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, hedges, fences, railings or for loss or damage caused by subsidence, landslip or ground heave other than as covered under insured event 11 of this section
3. **Escape of water from any fixed appliance, pipe or tank, plus damage to these caused by frost**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
4. **Escape of oil from any fixed appliance, pipe, or tank**, but not if any damage is caused by faulty workmanship, wear or 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 **premises**
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 owned by **you** or the **tenant/s**

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 premises 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 **premises** are affected at the same time, and by the same peril,
 - b) damage caused by coastal or river erosion,
 - c) whilst the **premises** are 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 **premises** are damaged at the same time and by the same cause,
 - f) if the **premises** have previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,
 - g) until **we** have received and accepted a satisfactory survey/valuation report on the **premises**. (This report must not be more than twenty four months old on the commencement date of cover), however this exclusion (g) only applies when the **premises** were disclosed as being **unoccupied** at the original inception date of cover with **us** and noted as same on the **schedule of cover** or agreed to the contrary, in writing, by **us**.
 - h) the first £1,000 of each claim.

Additional cover

12. **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.
13. **Additional expenses** – **we** will also provide cover to pay the necessary and reasonable expenses that **you** incur following loss or damage to the **premises** 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.
14. **Loss of rent** – **we** will also provide cover, up to 100% of the building sum insured, if the **premises** become 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 **premises**.
15. **Trace and access** – **we** will also provide cover for the necessary and reasonable costs you may incur in locating the source of any leak which may occur from any fixed water tanks, apparatus or pipes and the necessary and reasonable costs you may incur in re-instating the property back to its original condition – all during the **period of insurance** up to 10% of the building sum insured.
16. **Index linking** – **we** will increase **your** sum insured each year in line with the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors.

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 **premises** 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 **premises**, **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** and **you** pay any additional premium that may be required by reinstatement. In the event that **you** cancel any coverages under this insurance that have been subject of automatic reinstatement following a claim there will be no return of premium.

Contents section

Contents are:

- household goods within the **premises**, 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 **premises**,
- items in outbuildings, garages or sheds, which are situated within the boundaries of the **premises**, up to £250 in total
- loss of metered water or domestic oil in a fixed oil tank up to £250 which **you** have paid for and are legally liable for,
- 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 home,
- any item(s) insured under any other insurance,
- gold, silver, gold and silver plated articles, jade, jewellery, furs, object d'art or fine art, unless agreed by **us** and shown in the **schedule of cover**.

What is covered

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

We do not cover insured events 5, 6 or 7 whilst the **premises** are **unfurnished**, as defined in the definitions.

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 damage is caused by faulty workmanship, wear or tear or any gradually operating cause
4. **Escape of oil from any fixed appliance, pipe or tank**, but not if any damage is caused by faulty workmanship, wear or 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 **premises**
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 owned by **you** or the **tenant/s**

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 costal or river erosion,
 - b) whilst the **premises** are 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 **premises** have previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,
 - e) until **we** have received and accepted a satisfactory survey/valuation report on the **premises**. (This report must not be more than twenty four months old on the commencement date of cover), however this exclusion (e) only applies when the **premises** were disclosed as being **unoccupied** at the original inception date of cover with **us** and noted as same on the **schedule of cover** or agreed to the contrary, in writing, by **us**.

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** and **you** pay any additional premium that may be required by reinstatement. In the event that **you** cancel any coverages under this insurance that have been subject of automatic reinstatement following a claim there will be no return of premium.

Property owners liability

This section of the policy only applies to any **premises** where the buildings are insured.

We will cover **you** for **your** legal liability as **property** owner 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, 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** 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,
- 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 boundaries of the **premises**,
- 10) if **you** are entitled to indemnity under any other insurance, (until such insurance(s) is/are exhausted).

Accidents to domestic staff

This section of the policy only applies to **premises** where the contents are insured,

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** anywhere in the world 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,
- 4) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**,

How to make a claim under this insurance

Naturally **we** hope that **you** will not 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. This can be by telephone, fax, email or online at www.vasek.co.uk

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

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 of cover**;
- Full details of the claim
- For the statement of fact that you signed and retained at the inception of this 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 premises** 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 date **you** became aware 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 claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date **you** became aware of the incident or **your** claim will be void.

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

General Conditions

- A) i. **you** must ensure that all protections provided for the security of the **premises**, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the **period of insurance**, and are in full and effective operation and use whenever the **premises** are **unoccupied** or there are no **tenants** resident at the **premises**,
- ii where there is a statutory or regulatory requirement for the **premises** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,
- if **you** fail to comply with any part of this condition **your** claim will be void and not paid.
- B) **you** must ensure that the **premises** are adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,
- C) **you** or **your** representative(s) must inspect the **premises** at least once every month and keep records of such inspections, **you** must also put right any problems which are found during these inspections, if you fail to comply with any part of this condition **your** policy will be void,
- D) **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, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- E) **you** must immediately (and in any event within 10 days) inform **us** if the **premises** are no longer **unoccupied**, if **you** let the **premises** to **tenants**, **you** move into the **premises**, **your premises** becomes illegally occupied, or the **premises** become the subject of any form of malicious damage or attempted illegal entry, whether a claim is submitted or not, if **you** fail to comply with any part of this condition **your** policy will be void,
- F) **you** must immediately inform **us** if any structural changes are to be made at **premises**, unless this is already disclosed on the statement of fact, if the **premises** are to be demolished or if the **premises** become subject to compulsory purchase or **your** policy will be void,
- G) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date **you** became aware 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 date **you** became aware 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,
- L) it is a condition precedent to **our** liability that **you** must sign and date the Statement of Fact which confirms **your** acceptance of the details contained within it,
- M) if **you** or **your** representative makes a claim under this insurance knowing the claim to be false, fraudulent or intentionally exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage caused by **your** willful act or connivance then **your** claim will be void and not paid, any other claim which has been or will be made under this insurance will also be void and not paid. **We** may at **our** option declare **your** insurance void, **we** shall be entitled to recover from **you** the amount of any claim already paid under this insurance since the last renewal date, **we** shall not return any premium, **we** may inform the Police of the circumstances.
- N) 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,
- O) **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,
- P) **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,
- Q) 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,
- R) **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 or seven days notice 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 less a £20 administration charge, except in the first year of insurance when this will be on a short period basis less a £20 administration charge, **our** short period scale is 60% return for cancellation in months one, two or three, 30% in months four, five or six, 10% in months seven, eight or nine and nil in months ten, eleven or twelve, no return of premium will be given if under £20.

Exclusions

We will not cover:

- A) 1) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear 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 **premises** 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 **premises** 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) 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,
- E) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,
- F) any loss or damage occurring before cover commenced,
- G) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**,
- H) 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 within a clearly identifiable area or to a specific part,
- I) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,
- J) any loss or damage notified to **us** after 90 days from the date **you** became aware of any incident that may give rise to a claim,
- K) any claim that is lower than the excess, as stated in the **schedule of cover**,
- L) 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.

M) **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;
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.

N) **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;
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.

O) **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 cover**:

01) **Theft limitation clause**

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

02) **Protections clause**

It is a condition precedent to **our** liability under this insurance that all protections provided for the safety and security of the **premises**, including all intruder and fire alarm systems and locks, be maintained in good working order throughout the **period of insurance** and be in full and effective operation and use whenever the **premises** are **unoccupied** or unattended or there are no **tenants** resident at the **premises**. Such protections shall not be withdrawn or varied without our consent.

03) **Unoccupancy clause**

There shall be no cover under insured event 3 “Escape of water from any fixed appliance, pipe or tank” or additional cover 15 (Trace and Access) during the period 1st October to 31st March each year unless **you** comply with one of the following:

- i) where the entire **premises** have 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 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” or additional cover 15 (Trace and access), 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 **premises** for verification by **us**,

04) **Change of circumstances clause**

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

- i) the **premises** are no longer **unoccupied**, or
- ii) **you** let the **premises** to **tenants**, or
- iii) **you** move into the **premises**, or
- iv) **your premises** become illegally occupied, or
- v) the **premises** become owner occupied

You must also immediately inform **us** if the **premises** are to be demolished or becomes subject to compulsory purchase. If **you** fail to inform **us** **your** policy will 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 cover**, will not be affected by anything **you** do to increase the risk of loss or damage at the **premises** 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”.
- 11) Security clause**
You must ensure that:-
i) the **premises** are secured against illegal entry at all times,
ii) all door and window openings are securely boarded up if there are no doors or windows fitted at the **premises**,
iii) all letterboxes are sealed so no materials can enter the **premises**,
iv) the **premises** are inspected at least once every month and accurate records of these inspections are kept, **you** must also carry out any works necessary to maintain the security at the **premises**,
v) **you** keep **us** informed, at least every three months (in writing), of the progress of any works at the **premises** and inform **us** immediately if the works at the **premises** cease or are suspended for whatever reason,
vi) **you** notify **us** immediately if the **premises** become illegally occupied or becomes occupied by squatters.
If **you** fail to comply with any part of this clause claims will be void and not paid.
- 12) Unoccupied level of cover clause**
This clause only applies to any **premises** that has Level 2 unoccupied **premises** cover as specified in the **schedule of cover**. It is hereby noted and agreed that the **premises** are not **unfurnished** and no works are being carried out at the **premises**. **You** must immediately inform **us** if the **premises** becomes **unfurnished** or if any work starts, or is planned to start, at the **premises**. If **you** fail to inform **us** claims may be void and not paid.
- 15) Non - standard construction clause**
It is agreed and understood by **us** that the **premises** are 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 **premises**.
* **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.
- 18) Fire extinguisher clause**
It is a condition precedent to **our** liability under this insurance that at least two fire extinguishers are installed at the **premises**, one of which must be installed in the kitchen area, these fire extinguishers must be serviced at least once every 2 years to ensure that they are maintained in good working order and records of such services kept. If **you** fail to comply with any part of this clause claims relating to fire or explosion will be void and not paid.
- 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**. This can be by telephone, fax, email or online at www.vasek.co.uk

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. Their address is:-

Policyholder and Market Assistance Department

Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Tel. 020 7327 5693
Fax. 020 7327 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**.

This complaints procedure is without prejudice to your right to take legal proceedings.

Administration Charges

Vasek Insurance charge a small administration fee for arranging and amending policies. A scale of these charges can be found at www.vasek.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

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

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN, by telephoning 020 7892 7300 and on their website www.fscs.org.uk

Property inspection record sheet

You may use this sheet to record inspections of the **property/ies**.

Date of inspection	Inspected by	Details of any works carried out to maintain the security at the property/ies

If further copies are required please photocopy this sheet and keep with the Policy documents

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www.vasek.co.uk

Vasek Insurance is the trading name of Vasek Insurance Services Limited,
who are authorised and regulated by the Financial Services Authority. Our Firm Reference Number is 309354

Registered in England and Wales. Reg No. 3620776

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