



MIDAS

Let Property



Policy Wording

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Welcome to Midas Let

This **Policy** of insurance is issued in accordance with the authorisation granted to MDSCO Limited on behalf of Zurich Insurance Company Limited.

The insurance is provided by Zurich Insurance Company Limited.

Main Business of Insurer Statement

Zurich Insurance Company Limited

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

This **Policy** document should be read together with the **Schedule** and any **Endorsement(s)**, applying to **Your Policy**, as they form this legally binding contract of insurance between **You** and **Us**.

The **Policy** is divided into a number of different Sections. Please check the **Schedule** to see which Sections are in force and how much **You** are insured for under each Section.

We will pay for any loss, damage, injury, costs or liability described in this **Policy** arising from events happening during the **Period of Insurance** for which **You** have paid, and **We** have accepted the premium.

This Policy covers the costs of unexpected loss or damage. It does not cover: wear and tear, anything which happens gradually or maintenance costs or redecoration.

This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Your Policy is arranged by MDSCO Limited.

Midas is a trading style of MDSCO Limited.

MDSCO Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. Company Number: 15572944. FCA Register Number 1013556.

MDSCO Limited is an Appointed Representative of URIS Group Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. (Company number: 2461657). URIS Group Limited are Authorised and Regulated by the Financial Conduct Authority. FCA Register No. 307332

Useful Information

How much to insure for?

In order to protect **Your Property** to its fullest extent, **You** should insure: -

- **Buildings** – for the full rebuilding costs, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.
- **Contents** – for the full replacement costs as new (less an amount for wear and tear on household linen).

Remember, if **Your Property** is not insured to its fullest extent, claim payments may be reduced. **You** can change **Your Sums Insured** at any time – **You** do not have to wait for renewal.

The **Property** must be maintained to a good state of repair.

Definitions

The following words and phrases will have the same meaning wherever they appear in this **Policy**, other than in titles and paragraph headings, unless otherwise shown in a particular **Policy** Section. To help identify these words and phrases they will appear in bold in this **Policy** wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Accidental Damage

A sudden, unexpected, unusual, specific, external event which occurs at a single identifiable time and place and independent of all other causes.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Building(s)

The Private Dwelling as specified in the **Schedule** constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuilding, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, solar panels, hot tubs, drives, patios and terraces, walls, gates, hedges and fences all owned by **You** or for which **You** are legally responsible and within the boundaries of the **Land** as specified in the **Schedule**.

Communicable Disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Definitions (continued)

Contents

Household goods and furnishings contained in the **Property** that **You** own or are legally responsible for.

The term **Contents** does not include:

- any permanent fixture and fittings of **Your Property**
- any pond(s) and or fountain(s)
- any part of the structure of **Your Property** including ceilings, wallpaper and the like, **Property** held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**
- **Personal money**
- **Credit Cards**
- property insured by any other insurance **Policy**, securities (stocks and shares) and documents of any kind
- any living creature
- **Motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these
- **Valuables**, personal effects and clothing
- carpets which are glued to the floor.

Cosmetic

Wallpapering and decorating.

Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Definitions (continued)

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Domestic Employee

Employed by the Landlord for domestic services, i.e. cleaning, maintenance.

Endorsements

Any variation or addition to the standard **Policy** terms stated in **Your Policy Schedule**.

Excess

The first part of any claim which **You** must pay. The **Excess** applies separately to each individual **Property** detailed in the **Schedule**.

Flood

Means the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal drain or dam. Inundation from the sea. Rain induced run off. Whether resulting from storm or otherwise.

Heave

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

Land

The **Land** on which the **Property** is built, as stated in the deeds.

Landslip

Downward movement of sloping ground.

Motorised Vehicle

Any electrically or mechanically powered vehicle.

Definitions (continued)

Period of Insurance

The period of time the insurance is provided for under this **Policy**, as set out in the **Schedule**, and any other period the **Policy** is renewed for.

Policy

The **Policy** and **Schedule** and any **Endorsements** attached or issued.

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.

Property

Private dwelling used for domestic purposes, domestic outbuilding and garages, at the address shown in the **Schedule**.

Schedule

This is part of the **Policy**. It shows **Your** details, details of the **Property** insured, the **Period of Insurance**, and the sections of the **Policy** which apply and any applicable **Endorsements**.

Standard Construction

Walls built of brick, stone or concrete and roofed with slates, tile or concrete.

Subsidence

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

Sudden Incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

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

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Definitions (continued)

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Unoccupied

The part or whole of the **Property** not lived in by a person authorised by **You** for 60 consecutive days or more or as shown in **Your Endorsements**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.

We, Our, Us

MDSCO Limited trading as Midas, on behalf of Zurich Insurance Company Limited.

You, Your

The person (or people) named as the policyholder in the **Schedule**.

Making a Claim

Section 1 Buildings and Section 2 Contents

Please first read this **Policy** and **Your Schedule** to check that **You** are covered.

To register a claim contact:

MDSCO Limited

Unit 10, 40 Montgomery Road,

Belfast, BT6 9HL

Tel: 0330 111 4871

Or contact **Your** Broker

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

Please refer to and follow the instructions under the Settlement of Claims on page 27.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.

Complaints Procedure

We aim to provide the highest standard of service to every customer. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

If **Your** complaint relates to:

- How **Your Policy** was sold to **You**, please contact **Your Broker**.
- **Sections 1-2** – Please contact MDSCO Limited, trading as Midas

MDSCO Limited

Unit 10, 40 Montgomery Road

Belfast, BT6 9HL

Email: complaintsofficer@midasmga.com

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded, and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If **You** remain unhappy with the outcome of **Your** complaint, or if **We** are unable to resolve your complaint within a period of 8 weeks from the date of receipt, **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)

Exchange Tower

London E14 9SR

Tel: 0800 023 4567 (free from landlines) or

Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not.

Following the complaints procedure does not affect **Your** right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Section 1 Buildings

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
A: Loss of or damage to the Buildings caused by any of the following:	The amount of any Excess shown on Your Policy Schedule , or as stated elsewhere in the Policy wording
	Any amount over that shown as Your sum insured on Your Policy Schedule .
1. Fire, lightning, explosion	
2. Earthquake	
3. Impact by: Aircraft or other aerial devices or anything dropped from them; Vehicles; Trains; Animals; Falling trees, telegraph poles or lamp-posts; Falling aerials or masts Falling television satellite dishes	a) Loss or damage caused by domestic pets b) Damage to hedges, gates and fences caused by falling trees, telephone poles and lamp-posts c) Damage caused by the felling or lopping of trees d) Loss or damage caused by any tenant or person lawfully on the premises
4. Smoke	a) Loss or damage that happens gradually
5. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion, or acting maliciously	a) Loss or damage whilst the Buildings are Unoccupied b) Where loss or damage is caused by any tenant or person lawfully on the premises, a £2,500 Excess applies
6. Storm or Flood	a) Loss or damage caused by Subsidence , Heave or Landslip other than as covered under Peril 10 b) Loss or damage to domestic, fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, fences, gates and hedges c) Loss or damage caused by rising water table levels (the level below which the ground is completely saturated with water) d) Loss or damage caused by freezing

Section 1 Buildings (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>7. Escape of water from any fixed water or heating installation, or from any domestic appliance</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied b) Loss or damage to domestic fixed water tanks and swimming pools c) Damage to the installation or appliance itself d) Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Property e) Loss or damage caused by the failure, or lack of grout and / or sealant f) Loss or damage arising from frost damage within garages or outbuildings g) Loss or damage caused gradually h) Subsidence, Heave or Landslip caused by water escaping from the Property
<p>8. Escape of oil from any fixed oil or heating installation, or from any domestic appliance</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied b) Loss or damage to domestic fixed fuel oil tanks and swimming pools c) Damage to the installation or appliance itself d) Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of oil escaping in the Property e) Subsidence, Heave or Landslip caused by oil escaping from the Property
<p>9. Theft or attempted theft</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied b) Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on Your Policy Schedule) c) Loss or damage unless caused by violent and forcible entry

Section 1 Buildings (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
10. Subsidence, Landslip or Heave of the site on which the Buildings stand	<ul style="list-style-type: none">a) Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, fences, gates and hedges unless the main Buildings are also affected at the same time by the same perilb) Loss or damage caused by structures bedding down or settlement of newly made up groundc) Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of constructiond) Loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guaranteee) Loss or damage caused by river or coastal erosionf) Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plansg) Loss or damage to solid floors unless the walls are damaged at the same time by the same eventh) Reduction in market value following repairi) Loss or damage which originated before this Policy came into force

Section 1 Buildings (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>11. Accidental Damage (if shown as covered on Your Policy Schedule)</p>	<ul style="list-style-type: none"> a) Maintenance and normal redecoration costs b) Damage caused whilst the Property is Unoccupied c) Damage which is specifically excluded elsewhere in Section 1 d) Faulty materials, design or workmanship e) Chewing, scratching, tearing, fouling or any damage by any domestic animals or vermin f) Damage arising from building renovations, alterations, extensions or repairs g) Damage by mechanical, electronic fault or breakdown
<p>12. Accidental Damage of fixed glass and double-glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs all forming part of the Buildings</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied
<p>13. The cost of repairing Accidental Damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground cables and tanks for which You are legally responsible</p>	<ul style="list-style-type: none"> a) Damage whilst clearing or attempting to clear a blockage b) Damage due to a fault or limit design, manufacture, construction or installation c) Damage caused by gradual deterioration which has caused an installation to reach the end of its serviceable life
<p>14. Damage to plumbing installations by freezing. Damage to interior fixed domestic heating or water installations caused by freezing</p>	<ul style="list-style-type: none"> a) Damage which You are not legally responsible to repair b) Loss or damage occurring whilst the Property is Unoccupied

Section 1 Buildings (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>15. Additional Costs. If We accept a claim under Perils 1 – 10 of this section, We will also pay for the following:</p> <ul style="list-style-type: none"> a) architects and surveyors' fees necessary for restoring the Buildings. The amounts We pay for these fees must not be higher than that authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and The Law Society b) the necessary cost of removing debris and demolishing or supporting the damaged part of the Buildings, which We have agreed to pay c) the cost of meeting building regulations or municipal or local authority by-laws 	<ul style="list-style-type: none"> a) Architect, surveyors' or legal fees, or any other fees charged for preparing any claim under this Policy b) Any costs You are legally responsible for paying because of a notice served on You before the date of the loss or damage
<p>16. Loss of Rent and the cost of Alternative Accommodation, If the Property is damaged by any cause listed under Section 1A and as a result, it cannot be lived in, We will pay:</p> <ul style="list-style-type: none"> a) for Your loss of rent and b) any reasonable extra accommodation expenses until the Property is ready to be lived in <p>subject to conditions within the lease / tenancy agreement</p>	<ul style="list-style-type: none"> a) We will not pay more than 20% of the Buildings sum insured, for any one incident b) Any loss when the Property is untenanted unless at the time of the incident giving rise to the damage, there was a signed tenancy agreement to confirm future occupation c) Any loss once the damaged part of the Property is habitable
<p>17. Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 7 of this section</p>	<ul style="list-style-type: none"> a) Any amount in excess of £750 in any Period of Insurance
<p>18. Contracting Purchaser. If You enter a contract to sell any Building insured by this Policy, and the Building is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed</p>	<ul style="list-style-type: none"> a) This does not apply if otherwise insured

Section 1 Buildings (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>19. Replacement Buildings. If You buy a new Property, Your existing Buildings will be insured free of charge until the date of the completion or three months, whichever is the earlier. This extension will operate from the time We agree to insure the Buildings of Your new Property</p>	
<p>20. Emergency Access. Damage to the Property caused by forced access by the fire, police or ambulance service as a result of an emergency or to prevent damage to the Property</p>	<p>a) We will not pay more than £1,000 for any one incident</p>
<p>21. Tracing and Access of Leaks (if shown as covered on Your Policy Schedule). If the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Property, We will pay the reasonable cost of removing and reinstatement of any part of the Buildings necessary to find the source of the leak and making good</p>	<p>a) We will not pay more than £5,000 for any one incident</p> <p>b) We will not pay the cost of repairing the leak itself</p>
<p>22. Property Owners Liability</p> <p>Property Owners Liability up to a maximum of £2,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims arising from one occurrence other than in respect of:</p> <ul style="list-style-type: none"> • a release or escape of Pollutants into the atmosphere or onto Land, water, Buildings caused by a Sudden Incident which happens at a specific time and place <p>where the maximum amount We will pay for all damages as a result of all occurrences during any one Period of Insurance is £2,000,000.</p>	<p>a) Liability arising from accidental death, bodily injury illness or disease to You or Your family or any Domestic Employee</p> <p>b) Liability arising from injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991</p> <p>c) Loss or damage to Property which You or Your family own or are responsible for</p> <p>d) Any trade, business or profession of You or Your family other than the letting of the Buildings</p> <p>e) Liability covered by any other Policy</p> <p>f) Liability arising from any of Your family owning Land or Buildings</p> <p>g) Any agreement or contract, unless liability would have applied anyway</p>

Section 1 Buildings (continued)

<p style="text-align: center;">What is Covered (What We will pay for)</p>	<p style="text-align: center;">What is not Covered (We will not pay for)</p>
<p>22. Property Owners Liability (cont)</p> <p>Your legal liability to pay damages and claimants' costs and expenses for</p> <ul style="list-style-type: none"> • accidental death, bodily injury, illness or disease; or • accidental loss of or damage to material property; <p>happening during the Period of Insurance and arising:</p> <p>(a) from You owning the Buildings or</p> <p>(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for the Property You own and occupy or lease and occupy. If the Buildings section of this Policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Property insured by this section before the Policy was cancelled or ended.</p> <p>We will also pay in addition all Your costs and expenses that We have already agreed in writing other than where an action is started or brought in the United States of America or Canada when the maximum amount We will pay will be inclusive of Your costs and expenses already agreed in writing and any claimants' costs and expenses.</p>	<p>h) Liability arising from the ownership or use of any Motorised Vehicle, including children's vehicles whether licensed for road use or not, any boat, hovercraft, wet-bike, aircraft, train, caravan or trailer. However, We will cover liability arising from the ownership, possession or use of lawn mowers and garden tools</p> <p>i) We will not cover claims caused by or arising from:</p> <ol style="list-style-type: none"> i. inhalation or ingestion of Asbestos ii. exposure to or fear of the consequences of exposure to Asbestos iii. the presence of Asbestos in any Property or on Land iv. investigating, managing, removing, controlling or remediation of Asbestos <p>j) We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:</p> <ol style="list-style-type: none"> i. any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any Data, including any amount pertaining to the value of such Data <p>k) We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination</p> <p>l) We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to Property by or under the order of any government or public or local authority</p>

Section 1 Buildings (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>23. Employers' Liability</p> <p>Employers' Liability up to a maximum of £10,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims by one or more Domestic Employees arising from one occurrence inclusive of all damages, claimants' costs and expenses and Your costs and expenses We have already agreed in writing.</p> <p>Your legal liability to pay for accidental death, bodily injury, illness or disease to any Domestic Employee resident in the British Isles caused during the Period of Insurance and arising out of and in the course of their employment by You in connection with the business.</p> <p>Notwithstanding the limits of indemnity under Section 1 part 23 Employers' Liability and Section 2 part 21 – Employers Liability, the maximum We will pay in relation to any one claim or series of claims by one or more Domestic Employee arising from one occurrence insured under one or both Sections will be £10,000,000</p>	<p>Radioactive Contamination Exclusion</p> <p>We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of:</p> <ul style="list-style-type: none">a) Legal liability assumed by You under the express or intended terms of any contract or agreement that restrict Your right of recovery, or increase Your legal liability beyond that applicable in the absence of those termsb) the liability of any principal for whom You are completing the contract <p>Road Traffic Act Exclusion</p> <p>We will not cover legal liability for death, bodily injury, illness or disease to any Domestic Employee in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation</p>

Section 2 Contents

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>A: Loss of or damage to the Contents caused by any of the following:</p>	<p>The amount of any Excess shown on Your Policy Schedule, or as stated elsewhere within the Policy wording</p>
	<p>Any amount over that shown as Your sum insured on Your Policy Schedule</p>
<p>1. Fire, lightning, explosion</p>	
<p>2. Earthquake</p>	
<p>3. Impact by: Aircraft or other aerial devices or anything dropped from them; Vehicles; Trains; Animals; Falling trees, telegraph poles or lamp-posts; Falling aerials or masts Falling television satellite dishes</p>	<p>a) Loss or damage caused by domestic pets b) Damage caused by the felling or lopping of trees</p>
<p>4. Smoke</p>	<p>a) Loss or damage that happens gradually</p>
<p>5. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion, or acting maliciously</p>	<p>a) Loss or damage whilst the Buildings are Unoccupied b) Where loss or damage is caused by any tenant or person lawfully on the premises, a £2,500 Excess applies.</p>
<p>6. Storm or Flood</p>	<p>a) Loss or damage caused by Subsidence, Heave or Landslip other than as covered under Peril 10 b) Loss or damage caused by rising water table levels (the level below which the ground is completely saturated with water) c) Loss or damage caused by freezing</p>

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>7. Escape of water from any fixed water or heating installation, or from any domestic appliance</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied b) Damage to the installation or appliance itself c) Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Property d) Subsidence, Heave or Landslip caused by water escaping from the Property
<p>8. Escape of oil from any fixed oil or heating installation, or from any domestic appliance</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied b) Loss or damage to domestic fixed fuel oil tanks and swimming pools c) Damage to the installation or appliance itself d) Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of oil escaping in the Property e) Subsidence, Heave or Landslip caused by oil escaping from the Property
<p>9. Theft or attempted theft</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied b) Loss or damage unless caused by violent and forcible entry c) Loss or damage caused by any tenant or person lawfully on the premises (unless shown as covered on Your Policy Schedule) d) Theft of oil unless from a locked tank

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
10. Subsidence, Landslip or Heave of the site on which the Buildings stand	<ul style="list-style-type: none">a) Loss or damage to domestic fixed fuel oil tanks, swimming pools, ornamental ponds and fountains, greenhouses, tennis courts, drives, patios and terraces, walls, gates and hedges unless the main Buildings are also affected at the same time by the same perilb) Loss or damage caused by structures bedding down or settlement of newly made up groundc) Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of constructiond) Loss or damage for which compensation has been provided or would have been but for the existence of this insurance under any contract or legislation or guaranteee) Loss or damage caused by river or coastal erosionf) Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plansg) Loss or damage to solid floors unless the walls are damaged at the same time by the same eventh) Normal settlement, shrinkage or expansioni) Reduction in market value following repair.j) Loss or damage which originated before this Policy came into force

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>11. Accidental Damage (if shown as covered on Your Policy Schedule)</p>	<ul style="list-style-type: none"> a) Maintenance and normal redecoration costs b) Damage caused whilst the Property is Unoccupied c) Damage which is specifically excluded elsewhere in Section 2 d) Damage caused by depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions or the effect of light e) Faulty materials, design or workmanship f) Chewing, scratching, tearing, fouling or any damage by any domestic animals or vermin g) Damage arising from building renovations, alterations, extensions or repairs h) Damage by mechanical, electronic fault or breakdown i) Damage to glass, china or porcelain for any amount in excess of £500
<p>12. Glass and Mirrors. Accidental Damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the Property</p>	<ul style="list-style-type: none"> a) Loss or damage whilst the Buildings are Unoccupied
<p>13. Accidental Damage to electronic, visual and computer equipment;</p> <ul style="list-style-type: none"> a) Radios, televisions, video-players and recorders, home computers, recording and audio equipment in the Property; b) receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the Property 	<ul style="list-style-type: none"> a) Damage caused while the Property is Unoccupied b) Electrical or mechanical breakdown c) Computers or computer equipment designed to be portable d) Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records e) Loss in value f) Damage caused by: <ul style="list-style-type: none"> i. chewing, scratching, tearing or fouling by domestic animals ii. failure to use in line with the manufacturer's instructions iii. anything that happens gradually g) We will not pay over £2,500 for any single item

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>14. Household Removals. Loss or damage to Contents while being moved by professional furniture removers from the Property to another address (including temporary storage in a furniture depository for up to 7 consecutive days) in the British Isles</p>	<p>a) Loss or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer</p> <p>b) Loss or damage caused by scratching, denting or bruising</p> <p>c) Loss or damage insured under another Policy</p>
<p>15. Loss of Rent and the cost of Alternative Accommodation, If the Property is damaged by any cause listed under Perils 1 – 10 of this section and as a result, it cannot be lived in, We will pay:</p> <p>a) for Your loss of rent that is no longer paid as a result of the claim</p> <p>b) any reasonable extra accommodation expenses until the Property is ready to be lived in</p> <p>subject to conditions within the lease / tenancy agreement</p>	<p>a) We will not pay more than 20% of the Contents sum insured, for any one incident</p> <p>b) Any loss when the Property is untenanted unless at the time of the incident giving rise to the damage, there was a signed tenancy agreement to confirm future occupation</p>
<p>16. Replacement Locks. Following the accidental loss or theft of keys, We will pay for the cost of replacement locks, lock mechanisms, keys and key switches to:</p> <p>(a) external doors and windows of the Property; or</p> <p>(b) intruder alarm systems or domestic safes fitted in the Property</p>	<p>a) We will not pay more than £500 for any one incident</p> <p>b) Damage to locks caused by mechanical, electrical or electronic fault or breakdown</p>
<p>17. Fuel and Metered Water. We will cover the accidental loss of domestic heating fuel or metered water for which You are responsible</p>	<p>a) Loss or damage caused when the Buildings are Unoccupied</p> <p>b) We will not pay more than £1,000 for any one incident</p>
<p>18. Contents in the Open. We will cover loss of or damage to Contents by any of the causes listed under Section 2A happening in the open on Land belonging to the Property</p>	<p>a) Loss or damage caused when the Buildings are Unoccupied</p> <p>b) Loss or damage to pedal cycles</p> <p>c) We will not pay more than £250 for any one incident</p>
<p>19. Emergency Access. We will pay for damage to Contents following necessary access to the Property to deal with a medical emergency or to prevent damage to the Property</p>	<p>a) We will not pay more than £1,000 for any one incident</p>

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>20. Property Owners Liability</p> <p>Property Owners Liability up to a maximum of £2,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims arising from one occurrence other than in respect of</p> <ul style="list-style-type: none">a release or escape of Pollutants into the atmosphere or onto Land, water, Buildings caused by a Sudden Incident which happens at a specific time and place <p>where the maximum amount We will pay for all damages as a result of all occurrences during any one Period of Insurance is £2,000,000.</p> <p>Your legal liability to pay damages and claimants' costs and expenses for</p> <ul style="list-style-type: none">accidental death, bodily injury, illness or disease; oraccidental loss of or damage to material property; <p>happening during the Period of Insurance and arising:</p> <p>(a) from You owning the Buildings or</p> <p>(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for the Property You own and occupy or lease and occupy. If the Buildings section of this Policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Property insured by this section before the Policy was cancelled or ended.</p>	<p>a) Liability in respect of accidental death, bodily injury, illness or disease to You or Your family or any Domestic Employee</p> <p>b) Liability arising from injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991</p> <p>c) Loss or damage to Property which You or Your family own or are responsible for</p> <p>d) Any trade, business or profession of You or Your family other than the letting of the Buildings</p> <p>e) Liability covered by any other Policy</p> <p>f) Liability arising from any of Your family owning Land or Buildings</p> <p>g) Any agreement or contract unless liability would have applied anyway</p> <p>h) Liability arising from the ownership or use of any Motorised Vehicle, including children's vehicles whether licensed for road use or not, any boat, hovercraft, wet-bike, aircraft, train, caravan or trailer.</p> <p>However, We will cover liability arising from the ownership, possession or use of lawn mowers and garden tools</p> <p>i) We will not cover claims caused by or arising from:</p> <ul style="list-style-type: none">i. inhalation or ingestion of Asbestosii. exposure to or fear of the consequences of exposure to Asbestosiii. the presence of Asbestos in any Property or on Landiv. investigating, managing, removing, controlling or remediation of Asbestos

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>20. Property Owners Liability (cont)</p> <p>We will also pay in addition all Your costs and expenses that We have already agreed in writing other than where an action is started or brought in the United States of America or Canada when the maximum amount We will pay will be inclusive of Your costs and expenses already agreed in writing and any claimants' costs and expenses.</p>	<ul style="list-style-type: none">j) We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with<ul style="list-style-type: none">i. any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incidentii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any Data, including any amount pertaining to the value of such Datak) We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contaminationl) We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to Property by or under the order of any government or public or local authority

Section 2 Contents (continued)

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
<p>21. Employers Liability</p> <p>Employers' Liability up to a maximum of £10,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims by one or more Domestic Employees arising from one occurrence inclusive of all damages, claimants' costs and expenses and Your costs and expenses We have already agreed in writing</p> <p>Your legal liability to pay for accidental death, bodily injury, illness or disease to any Domestic Employee resident in the British Isles caused during the Period of Insurance and arising out of and in the course of their employment by You in connection with the business.</p> <p>Notwithstanding the limits of indemnity under Section 1 part 23 Employers' Liability and Section 2 part 21 – Employers Liability, the maximum We will pay in relation to any one claim or series of claims by one or more Domestic Employee arising from one occurrence insured under one or both Sections will be £10,000,000.</p>	<p>a) Radioactive Contamination Exclusion</p> <p>We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of</p> <ul style="list-style-type: none">i. Legal liability assumed by You under the express or intended terms of any contract or agreement that restrict Your right of recovery, or increase Your legal liability beyond that applicable in the absence of those termsii. the liability of any principal for whom You are completing the contract <p>b) Road Traffic Act Exclusion</p> <p>We will not cover legal liability for death, bodily injury, illness or disease to any Domestic Employee in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation</p>

Settlement of Claims

Sum Insured Condition

It is up to **You** to make sure that the amount **You** insure for represents the full value of the **Property** concerned. For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property as new.

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

Settling Buildings claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

What We will pay

The most **We** will pay under Section 1 (excluding liability) arising out of one incident is the **Buildings** sum insured shown in the **Schedule**.

We will not pay for any reduction in the market value of the **Property** after the damaged parts of the **Property** have been replaced, reinstated or repaired.

We will not reduce the sum insured by the amount paid under any claim.

Settling Contents claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for household linen.

What We will pay

The most **We** will pay under Section 2 (excluding liability) arising out of one incident is the **Contents** sum insured shown in the **Schedule**.

We will not reduce the sum insured by the amount paid under any claim.

Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if **You** damage one chair from a set the damaged chair will be repaired or replaced but not the whole set. If the damaged parts cannot be matched or replaced, **We** will pay up to 50% towards the replacement of the undamaged parts.

Dual coverage within this Policy

If **You** have chosen both **Buildings** and **Contents** cover, and the loss or damage is covered under both Sections, **We** will pay under only one Section for any one claim.

General Conditions

These Conditions apply to all sections of the **Policy**.

1. **Your** duty to prevent loss or damage

- (a) **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- (b) All **Property** insured by this **Policy** must be maintained in good condition.

2. **Your Policy**

Your Policy includes:

- **Your Schedule**
- the relevant sections of this booklet;
- any extra **Policy** sections shown in **Your Schedule**; and any **Endorsements** which apply to **Your** cover.

3. **Claims**

Your duties:

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this **Policy**, **You** must:

- (a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- (b) contact **Us** within 30 days of the incident and provide all the information and help **We** need;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell **Us** without unnecessary delay if any property is then returned to **You**;
- (d) send **Us** all correspondence, legal documents or any other document unanswered;
- (e) not admit, deny, negotiate or settle a claim without **Our** written consent
- (f) only undertake emergency work to prevent further loss or damage.

Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

(a) **We** may:

- take over and defend or settle any claim in **Your** name; or
- prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.

(b) **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.

Limit

For any claim or series of claims involving legal liability covered by this **Policy** **We** may pay:

- (a) up to the limit shown in the **Policy** (less any amounts already paid as compensation), or
- (b) any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

General Conditions (continued)

4. Fraud

If **You** or anyone acting on **Your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that **We** have already paid in respect of the claim.

We will also notify **You** if **We** will be treating the **Policy** as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **You** will:

- have no cover under the **Policy** from the date of the termination; and
- not be entitled to any refund of premium.

5. Other insurance

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

6. Monthly premiums

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** may cancel the **Policy** by giving notice in accordance with Condition 7 – Cancelling this **Policy**. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

7. Cancelling this Policy

(a) **You** have the right to cancel **Your Policy** during a period of 14 days after the purchase of the contract or the day on which **You** receive **Your Policy** documentation, whichever is the latter.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the **Policy**.

(b) Should **You** cancel the **Policy** after the first 14 days, **We** will work out the premium for the period **We** have been insuring **You**, based on proportionate rates, and refund any balance.

(c) Other than when General Condition 4 - Fraud applies, **We** may cancel this **Policy** by sending 14 days' notice by recorded delivery to **Your** last known address. As long as **You** have not made a claim during the current **Period of Insurance**, **You** will be entitled to a return of **Your** premium relating to the remaining part of the **Period of Insurance** **You** have paid the premium for.

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

General Conditions (continued)

8. Your duty to keep to the conditions of this Policy.

To be covered by this insurance, **You** must keep to the terms and conditions of this **Policy**. **You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair.

9. Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

10. Applicable Law

You and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise, the Law of England and Wales will apply to this **Policy**.

11. Sum Insured

It is **Your** responsibility to make sure that the amount **You** insure for represents the full value of the **Property** concerned.

For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property at today's prices (apart from household linen, where **You** may make a deduction for wear and tear and loss in value). It is important that **You** insure for the full amount as the 'sums insured' are the maximum that **We** will pay in the event of a claim.

12. Index Linking

The **Building** sum insured in **Your Schedule** will be adjusted monthly and updated each year at the renewal date in line with any increase in the level of the House Rebuilding Cost Index (prepared by the Royal Institute of Chartered Surveyors) or any suitable alternative index **We** choose. The new sum insured and renewal premium will be shown on **Your** renewal notice.

However, **We** will not reduce sums insured if an index value reduces, unless **You** ask **Us** to do so.

Index linking the **Buildings** sum insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.

Section 2 (Contents): The Consumer Durable Section of the General Index of Retail Prices or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sum insured.

13. Inventory

It is a condition of **Section 2 – Contents** that **You** keep an up-to-date inventory of the **Contents** in the **Property** and its state of repair.

14. Change of Tenancy

It is a condition of this **Policy** that **You** notify **Us** of tenancy changes as soon as **You** are aware.

15. Mortgagees Interest

The interest of the Mortgage Provider noted on the **Schedule** will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgage Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

General Conditions (continued)

16. Protections

All protections provided for the safety of the **Building** specified in the **Schedule** must be maintained in good order and be in use at all times when the **Building** is left unattended or when the occupants have retired for the night.

17. Unoccupancy

If the **Building** specified in the **Schedule** is left **Unoccupied**:

- (a) The **Building** must be inspected externally and internally at least once every 14 days by **You** or **Your** representative and a detailed, written record retained for **Our** inspection on request showing dates visited, who attended and observations made.
- (b) The gas and water supplies must be turned off and the water system drained.
- (c) The electricity supply must be turned off unless required to maintain a security system.
- (d) All letterboxes and other openings must be sealed securely if the unoccupancy is for a period of 60 days or more.
- (e) External door locks of a reasonable standard for the protection of the **Building** must be fitted and in use at all times.
- (f) All refuse and waste materials must be removed from the interior of the premises and no accumulation of waste is allowed in the adjoining yards or spaces owned by **You**.

18. Sanctions

This **Policy** will not provide any insurance cover or benefit, and **We** will not pay any sum, if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

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

19. Change of Risk

You must tell **Us** as soon as possible during the **Period of Insurance** but in any event within 30 days of any change which may affect this insurance, and in particular, any of the following:

- change of address
- structural alteration to the **Property**
- change of use of the **Property**
- change of tenant type
- if the **Property** becomes **Unoccupied** or becomes your main home
- if **You** have been/are declared bankrupt or have received a police caution for, or been charged with but not yet tried for, any offence other than driving offences
- if the sums insured are no longer adequate

Your Policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration.

We do not have to accept any request to vary **Your Policy**. If **You** wish to make any alteration to **Your Policy** **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **We** accept any variation to **Your Policy**, an increase in the premium or different terms or conditions of cover may be required by **Us**.

General Conditions (continued)

20. Misrepresentation

Where **We** identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this **Policy** to which **You** are not entitled, **We** will apply remedies available to **Us** under the law:

Remedies include:

- Amend **Your Policy** to record the correct information
- Apply any required change in premium, **Policy** terms and conditions
- Reject or pay only a proportion of **Your** claim
- Not return to **You** any premium paid
- Cancel **Your Policy**
- Avoid **Your Policy** (which means to treat the **Policy** as though it never existed).

General Exclusions

This **Policy** does not cover any loss, damage, liability or injury directly or indirectly caused by or contributed to or arising from:

1. War

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

2. Terrorism

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or other loss, damage or additional expense following on from the event for which **You** are claiming;

2. Any legal liability of whatsoever nature;

3. Death or injury to any person;

Directly or indirectly caused by or contributed to, by or 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, threatened, suspected or perceived **Terrorism**.

3. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom

2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Sonic Bangs

Loss of or damage to **Property** caused by pressure waves from aircraft travelling at or above the speed of sound.

5. Loss in Value

Loss in value of any **Property** following its repair or replacement.

6. Pollution or Contamination

Loss or damage caused by or contributed to by, or arising from, any kind of pollution and/or contamination, unless the damage is caused by:

- pollution or contamination which itself results from causes 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable), provided that peril is covered by this **Policy**
- any cause 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable), provided that peril is covered by this **Policy**, which itself results from pollution or contamination.

General Exclusions (continued)

7. Miscellaneous Damage

Loss or damage caused by the following:

1. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
2. change in temperature, colour texture or finish

other than for damage caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

8. Illegal Activities

Any loss or damage caused as a result of the **Property** being used for illegal activities.

9. Contractors

Any claims arising out of the activities of contractors.

10. Date Recognition

We will not cover **You** for damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **Computer System**) to recognise correctly any given date or to process **Data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for damage resulting from causes 1 – 10 covered by this section.

11. Faulty or Defective Workmanship

Loss or damage arising from faulty design, specification, workmanship or materials, other than for damage caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

12. Disease

Your Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

13. Illegal Activities

Any loss or damage caused as a result of the **Property** being used for illegal activities.

14. Contractors

Any claims arising out of the activities of contractors.

15. Date Recognition

We will not cover **You** for damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **Computer System**) to recognise correctly any given date or to process **Data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for damage resulting from causes 1 – 10 covered by this section.

16. Faulty or Defective Workmanship

Loss or damage arising from faulty design, specification, workmanship or materials, other than for damage caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

General Exclusions (continued)

17. Disease

Your Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

18. Cyber and Data

1. **Cyber Loss**, unless subject to the provisions of paragraph 2;

Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this **Policy**, this **Policy** covers physical loss or physical damage to **Property** insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3. Subject to all the terms, conditions, limitations and exclusions of this **Policy**, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement or exclusion thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

19. Collapse

We will not cover **You** for damage to the **Building** or structure caused by its own collapse or cracking other than for damage caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

General Exclusions (continued)

20. Fraud and Dishonesty

We will not cover Damage which results from acts of fraud or dishonesty by **You**, or any other person who is responsible for the **Buildings** or results from voluntarily parting with title or possession of any **Buildings** as a result of a fraudulent scheme, trick, device or false claim. But **We** will cover subsequent Damage which itself results from perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

21. Unexplained Loss

We will not cover **You** for loss, destruction or damage caused by or consisting of:

1. disappearance, unexplained or inventory shortage
2. misfiling or misplacing of information.

22. Wear and Tear Deterioration

We will not cover **You** for damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **We** will cover subsequent damage caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Regulatory Notices and Information

Rights of Third Parties

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

English Law

You and **We** can choose the law which applies to this **Policy**. **We** propose that English Law applies. Unless **We** and **You** agree otherwise English Law will apply to this **Policy**.

Privacy Notices

Data Protection, Fraud Prevention and Detection:

MDSCO Limited

MDSCO Limited is the Data Controller. We will use your personal information to:

- Assess and provide the products or services that you have requested.
- Communicate with you in relation to servicing and administering your product.
- Develop new products and services.
- Undertake statistical analysis to help us improve our services and products.
- Contact you about products that are closely related to those you already hold with us.
- Develop new products and services.
- Notify you of important changes to products and functionality changes to our websites.
- Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is contained in our Fair Processing Notice, full details of which can be found here www.midasmga.com

This explains who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

You can also contact us for general data protection queries via email to dataprotection@midasmga.com or in writing to The Data Protection Officer, MDSCO Limited, 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA.

Privacy Notices (continued)

Zurich Insurance Company Ltd

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS).

If **We** cannot meet **Our** obligations, **You** may be entitled to compensation under this scheme.

You can get more information from the Financial Services Compensations Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 0207 741 4100.

Midas is a trading style of MDSCO Limited.

MDSCO Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. Company Number:15572944. FCA Resister Number 1013556.

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