



**RESIDENTIAL LET,
HOLIDAY HOMES & UNOCCUPIED**
INSURANCE POLICY DOCUMENT (UK)

N|B|S
Underwriting

RESIDENTIAL LET HOLIDAY HOMES UNOCCUPIED BUILDINGS & CONTENTS POLICY

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in the policy or endorsed on the schedule, against loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance shown in the schedule.

When drawing up this policy, we have relied on the information and statements, which you have provided in the proposal form (or declaration) on the date shown in the schedule.

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

Signed by NBS Underwriting on behalf of Insurers



Paul Bennett
Underwriting Director

Important Notice to the Insured

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. Nationwide Broker Services Ltd should be contacted immediately if any correction is necessary.

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INTRODUCTION

This policy, **schedule** and any **endorsement** applying to **your** policy form **your** Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different **sections**. It is important that:

- **you** are clear which **sections you** have requested and want to be included;

- **you** understand what each **section** covers and does not cover;
- **you** understand **your** own duties under each **section** and under the insurance as a whole.

Please contact **your broker** immediately if the information **you** have provided is not correct, does not meet **your** requirements or if **you** would like to ask any questions.

Wherever the following words appear in bold they will have the meanings shown below.

Accidental Damage	Damage caused suddenly and as a result of an external, visible and unexpected cause.
Bodily Injury	An identifiable physical injury caused by sudden, unexpected, external and visible means. Bodily injury includes death, illness or disease but not defamation.
Buildings	<p>The private residence(s) specified in the schedule and includes:</p> <ul style="list-style-type: none"> • the main domestic structure • outbuildings used for domestic purposes • decorative finishes • fixtures and fittings • lifts • domestic fixed fuel tanks • underground service pipes and cables • sewers and drains • swimming pools • permanently fitted hot tubs • hard tennis court • lawns • garden walls • patios • steps • terraces • ornamental man-made ponds • fountains • radio and TV aerials • satellite dishes • solar panels • external lighting • alarm systems and surveillance equipment • hedges • fences • gates • paths and drives <p>situated at the address or addresses shown in the schedule which belong to you or for which you have a legal responsibility.</p>

Business	Any employment, trade, occupation or profession.
Business Property	Office furniture, furnishings, office equipment including documents and computer equipment owned by you used in connection with a business conducted from the home .
Contents	<p>The household goods of the buildings including:</p> <ul style="list-style-type: none"> • furniture • furnishings • photographic equipment • money • outdoor items • business property • gardening implements • tractors and their trailers used solely for domestic purposes • fine art and antiques • your fixtures and fittings including interior decorations if you are not responsible for insuring the buildings <p>all of which belong to you or for which you have a legal responsibility.</p> <p>This definition does not include:</p> <ul style="list-style-type: none"> • caravans, aircraft, watercraft or mechanically propelled vehicles, other than: <ul style="list-style-type: none"> ○ domestic gardening equipment ○ electric wheelchairs ○ models and toys <p>and their spare parts and accessories, (although cover is provided for your computerised motor vehicle accessories when taken out of the vehicle and kept in the building of your home)</p> <ul style="list-style-type: none"> • any part of the structure of the buildings • animals • personal possessions or credit cards.
Credit Cards	Bankers', cash, charge, cheque or credit cards which you or those members of your family living with you or any other person who forms part of your household are entitled to possess under the terms of the issue of each card.
Endorsement	A change in the terms and conditions of this insurance.
Excess(es)	The amount(s) specified in the schedule for which you are responsible for each claim
Fine Art and Antiques	<p>Fine Art and Antiques includes, but is not limited to:</p> <ul style="list-style-type: none"> • collectible furniture • rugs • tapestries • drawings • etchings • paintings • photographs • prints • books • manuscripts • porcelain • sculptures • stamps or coins forming part of a collection • articles made of precious metal and/or semi-precious or precious stone • gold and silver plated items, and • other collectible items or objects of virtue <p>either owned by you or for which you have a legal responsibility to the owner.</p> <p>Fine Art and Antiques excludes:</p> <ul style="list-style-type: none"> • jewellery • furs • personal possessions.

Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	Your private residence(s) as specified in the schedule or where you have two or more private residences, so long as each are specified in the schedule separately. Home includes the area of the plot described in the title deeds of each home as well as the structure and outbuildings used for domestic purposes, the address of each being as shown in the schedule .
Household	Those members of your family, your relatives and any other persons (but not boarders or lodgers) permanently living with you at any building(s) together with permanently resident domestic servants employed by you or a member of your family.
Insured Event(s)	All loss, damage or legal liability that arises as a result of any single incident or occurrence.
Jewellery	Articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, pearls and set/unset gemstones and watches.
Landslip	Downward movement of sloping ground.
Money	Includes the lawful currency of any origin country and also includes: <ul style="list-style-type: none"> • bankers' drafts • cheques • postal and money orders • travellers' cheques • securities • saving stamps and certificates • premium bonds • negotiable instruments • sports season tickets and gift vouchers, and any similar instruments which can be dealt with in a manner similar to any of those indicated. <p><i>This definition does not include money held for trade or business purposes, promotional vouchers, air miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.</i></p>
Outdoor Items	<ul style="list-style-type: none"> • garden furniture • garden statuary • swings • slides and climbing frames • flower containers and urns <p>all kept in the garden of your home either temporarily or permanently.</p>
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Possessions	Items of a personal nature normally worn, used or carried by you in your daily life which you own or for which you are responsible including: <ul style="list-style-type: none"> • jewellery • audio and visual equipment • furs • hand luggage. <p>Excluding money and credit cards.</p>
Photographic Equipment	This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.
Premises	The address(es) which is named in the schedule .

Schedule	The schedule gives details of the insurance you have selected and contains details of the building(s) , sums insured , period of insurance , premium, and details of which sections of this NBS Residential Let, Holiday Home Unoccupied Policy are insured including the excess(es) applicable to each insured section
Section(s)	This policy wording is divided into 4 sections numbered 1–4. Your selection of coverage is set out in the schedule .
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building , other than by settlement .
Sum Insured	The amount shown on the schedule is the most we will pay for claims resulting from one insured event unless otherwise stated on the schedule . This should represent the cost of reinstating the building(s) and is the maximum amount we will pay for each item insured under section 1 .
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Unoccupied	A home becomes unoccupied if it, (a) has not been lived in for more than 30 consecutive days, or (b) is not furnished for full habitation, or (c) it has not been lived in for a total of 180 days or more during the period of insurance .
We/ Us/ Our	Your insurance is underwritten by HCC International Insurance Company plc trading as Tokio Marine HCC. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
You / Your/Your's	The person(s) named on the schedule including your household .
Your Broker	Person or persons who placed this insurance on your behalf as shown on your policy schedule .

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Each **home** included under this insurance is considered to be covered as if separately insured.

Your Duties

- You** must take all steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- You** must tell **your broker** immediately if the information **you** have provided is incorrect, or needs changing, such as the following:
 - change in occupancy such as new tenants, **you** moving into the **home** or it becoming unoccupied
 - if **your sums insured** change.

We will reassess **your** cover and premium either immediately or at **your** next renewal, depending on the information **you** have provided.

- You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings** that
 - change the use of the **buildings** in any way
 - involves the external surfaces of the **buildings** being affected/changed
 - means **you** having to move out of the **buildings** for any period of time.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Cancellation of this Insurance

- You** are entitled to cancel this insurance by contacting **your broker** within 14 days of either:
 - the date **you** receive **your** insurance 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.
- You** can also cancel this insurance at any time during the **period of insurance** by contacting **your broker**. Any return

premium due to **you** will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Please refer to the policy **schedule** for **your broker's** contact details.

- We** can cancel this insurance by giving **you** 30 days' notice in writing, which **we** will send to the address shown in the **schedule**. Any return premium due to **you** will depend on how long this insurance has been in force.

The reasons **we** may cancel **your** insurance are :

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- lack of cooperation or failure to supply information/documentation;
- threatening or abusive behaviour.

The Law Applicable to this Insurance

Under European law, **you** and the **we** are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Unoccupancy

If **your home** becomes unoccupied for more than 30 consecutive days/nights without **our** written consent this insurance will cover Fire/Lightning/Explosion and Earthquake only with effect from day 31 of unoccupancy. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the **schedule**.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction to any property whatsoever, or a loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

b) War Exclusion

We will not pay for

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

c) Electronic Data Exclusion Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to 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.

d) Diminution in Value

We will not pay for

any diminution in value to all property following a valid claim under this insurance.

e) Pre-existing and Deliberate Damage

We will not pay for

loss or damage

- occurring outside of the **period of insurance**
- caused deliberately by **you** or any person lawfully in the **home**
- due to consequential loss of any kind or description.

f) Biological and Chemical Contamination Exclusion

We will not pay for

- a. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. death or injury to any person directly or indirectly contributed to or caused by Biological or Chemical contamination arising from
 - i. **terrorism**
 - ii. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**.

g) Wear, Tear and Gradual Deterioration

This insurance does not cover loss or damage resulting from anything that happens gradually.

h) Asbestos / Silica

Liability arising directly or indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or any materials containing asbestos or silica in whatever form or quantity unless as a result of **insured events 1–10** of Section One – Buildings.

i) Electronic Date Recognition

Liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and/ or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of **yours** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

j) Toxic Mould

Injury or damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom.

k) Notice of Change of Occupancy

It is a condition precedent to liability of insurers that **you** or **your** authorised representative shall notify **your broker** if the **premises** ceases to become a let property. Upon receipt of this notice, **we** reserve the rights to amend the terms and conditions of this insurance.

l) Aircraft and Pressure Waves

This insurance does not cover loss, destruction or damage, directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

m) Northern Ireland

This NBS Residential Let, holiday Home, Unoccupied Policy does not insure damage to any **buildings** in Northern Ireland or loss resulting, caused:

- a) unlawfully, maliciously or wantonly by three or more persons unlawfully, riotously or tumultuously assembled together; or

- b) as a result of an act committed maliciously by a person acting on behalf of, or in connection with, an Unlawful Association an act of Terrorism.

For the purposes of this exclusion:

- (i) Unlawful Association means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977.
- (ii) Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any damage is not covered by this policy, the burden of proving that such damage is covered shall be upon **you**.

n) Infectious or Contagious Disease Exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

o) Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

- (a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

SECTION ONE – BUILDINGS

The following cover applies only if the **schedule** shows that it is included.

	What is covered	What is not covered
	This insurance covers the buildings for loss or damage directly caused by	We will not pay
1	fire, lightning, explosion or earthquake	the excess(es) shown on your schedule
2	aircraft and other flying devices or items dropped from them	the excess(es) shown on your schedule
3	storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 – subsidence, heave or landslip of Section One – Buildings b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) the excess(es) shown on your schedule
4	escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage resulting in subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) for loss or damage while the buildings are not furnished enough to be normally lived in d) loss or damage caused by the failure, or lack of appropriate, grout and/or sealant e) the excess(es) shown on your schedule f) Trace and Access unless shown on your schedule . g) For loss of damage if property is unoccupied for more than 31 consecutive days.
5	escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to from anything that happens gradually b) for loss or damage caused by faulty workmanship c) for loss or damage while the buildings are not furnished enough to be normally lived in d) the excess(es) shown on your schedule For loss of damage if property is unoccupied for more than 31 consecutive days.
6	theft or attempted theft	a) for loss or damage while the home is not furnished enough to be normally lived in b) for loss or damage while the home is let, lent or sub let unless the loss or damage follows a violent and forcible entry

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		c) the excess(es) shown on your schedule For loss of damage if property is unoccupied for more than 31 consecutive days
7	collision by any vehicle or animal	the excess(es) shown on your schedule

	What is covered	What is not covered
	This insurance covers the buildings for loss or damage directly caused by	We will not pay
8	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the buildings are not furnished enough to be normally lived in b) the excess(es) shown on your schedule c) For loss of damage if property is unoccupied for more than 31 consecutive days
9	subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the premises are also affected at the same time by the same insured event b) for loss or damage to solid floors unless the external walls of the premises are damaged at the same time by the same insured event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage caused by coastal erosion f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions g) the excess(es) shown on your schedule h) For loss of damage if property is unoccupied for more than 31 consecutive days
10	breakage or collapse of fixed radio and television aerials, fixed satellite dishes, wind turbines, solar panels and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, wind turbines, solar panels their fittings and masts b) the excess(es) shown on your schedule
11	falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the excess(es) shown on your schedule

	This section of the insurance also covers	We will not pay
A	<p>the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> fixed glass and double glazing (including the cost of replacing frames) solar panels sanitary ware ceramic hobs <p>all forming part of the buildings</p>	<p>a) for damage while the buildings are not furnished enough to be normally lived in</p> <p>b) the excess(es) shown on your schedule</p> <p>c) For loss of damage if property is unoccupied for more than 31 consecutive days</p>
B	<p>the cost of repairing accidental damage caused by external and visible means from a single identifiable event to</p> <ul style="list-style-type: none"> domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks underground gas pipes underground cables <p>serving the home and which you are legally responsible for</p>	<p>a) for damage due to wear and tear or anything that happens gradually</p> <p>b) the excess(es) shown on your schedule</p> <p>c) For loss of damage if property is unoccupied for more than 31 consecutive days</p>
C	<p>up to twelve months rent you lose as a Landlord if the home cannot be lived in following loss or damage which is covered under Section One – Buildings</p>	<p>any amount over 20% of the sum insured for the buildings damaged or destroyed</p>
D	<p>the sum insured stated in the schedule for any one occurrence for the loss of holiday rentals pre-booked in advance or the cost of alternative accommodation resulting from:</p> <p>a) damage to the building by an insured event covered by Section One – Buildings</p> <p>b) access to the building or that part of the building owned and insured by you, being rendered impossible by virtue of any of the insured events covered by Section One – Buildings</p> <p>c) oil or chemical pollution within 10km of the building</p>	<p>any amount over 10% of the sum insured for the buildings damaged or destroyed</p>
E	<p>expenses you have to pay and which we have agreed in writing for</p> <p>architects', surveyors', consulting engineers' and legal fees</p> <p>the cost of removing debris and making safe the building</p> <p>Costs you have to pay in order to comply with any Government or local authority requirements</p> <ul style="list-style-type: none"> following loss or damage to the buildings which is covered under Section One – Buildings 	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if government or local authority requirements have been served on you before the loss or damage</p>
F	<p>increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section One – Buildings</p>	<p>more than £750 in any period of insurance. If you claim for such loss under Sections One and Two, we will not pay more than £750 in total</p>

	This section of the insurance also covers	We will not pay
G	anyone buying the home will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
H	we will pay the cost (incurred with our prior permission) of finding the source of any escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors or ceilings	more than £1,000 in any period of insurance
I	expenses you have to pay in respect of fire brigade charges for which you are liable following attendance by the fire brigade at the premises , following loss or damage to the buildings which is covered under Section One – Buildings	more than £750 in any period of insurance . If you claim for such loss under Sections One and Two, we will not pay more than £750 in total

Conditions that Apply to Section One – Buildings Only

Settling Claims

How insurers deal with your claim

1. If **your** claim for loss or damage is covered under Section One, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage and
- The **sum insured** is enough to pay for the cost of rebuilding the **buildings** in their present form.

we will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your Sum Insured

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

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

5. The **sums insured** in Section One – Buildings will be indexed annually in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

At each renewal **we** will calculate the premium using the new **sums insured**.

For **your** protection should the index fall below zero **we** will not reduce the **sum insured**.

Limit of Insurance

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

SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that it is included.

	What is covered	What is not covered
	This insurance covers the contents for loss or damage directly caused by	Insurers will not pay
1	fire, lightning, explosion or earthquake	the excess(es) shown on your schedule
2	aircraft and other flying devices or items dropped from them	the excess(es) shown on your schedule
3	storm, flood or weight of snow	a) for property in the open b) the excess(es) shown on your schedule
4	escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) the excess(es) shown on your schedule b) For loss of damage if property is unoccupied for more than 31 consecutive days
5	escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) the excess(es) shown on your schedule d) For loss of damage if property is unoccupied for more than 31 consecutive days
6	theft or attempted theft	a) for loss or damage while the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages c) the excess(es) shown on your schedule d) For loss of damage if property is unoccupied for more than 31 consecutive days
7	collision by any vehicle or animal	the excess(es) shown on your schedule
8	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the excess(es) shown on your schedule b) For loss of damage if property is unoccupied for more than 31 consecutive days
9	subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the external walls of the premises are damaged at the same time by the same insured event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions

	What is covered	What is not covered
	This insurance covers the contents for loss or damage directly caused by	Insurers will not pay
9 Cont.	subsidence or heave of the site upon which the buildings stand or landslip	e) for loss or damage by coastal erosion f) the excess(es) shown on your schedule
10	falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) the excess(es) shown on your schedule

	This section of the insurance also covers	Insurers will not pay
A	accidental damage to <ul style="list-style-type: none"> • audio and video equipment • home computers all situated within the home	a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling b) for loss or damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) for any loss or damage caused by your tenants e) the excess(es) shown on your schedule f) For loss of damage if property is unoccupied for more than 31 consecutive days
B	accidental breakage of <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for	a) for the cost of repairing, removing or replacing window frames b) damage to ceramic hobs fixed to and forming part of the home . (These should be claimed under Buildings Insurance – unless you are legally liable as a tenant) c) malicious damage caused by you, your family, paying guests or tenants d) damage caused after the buildings have been left unoccupied or unfurnished e) the excess(es) shown on your schedule
C	up to twelve months rent you lose as a Landlord if the home cannot be lived in following loss or damage which is covered under Section Two – Contents	any amount over 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed
D	your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section Two – Contents	a) any amount over 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence, heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the buildings are not furnished enough to be normally lived in f) the excess(es) shown on your schedule

E	<p>the cost of repairing accidental damage caused by external</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for as tenant only</p>	<p>a) for loss or damage due to anything that happens gradually b) the excess(es) shown on your schedule</p>
F	<p>fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury</p> <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age 	
G	<p>costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</p>	<p>a) any amount over £250 in total b) any thefts not reported to the police</p>
H	<p>increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two – Contents</p>	<p>more than £750 in any period of insurance. If you claim for such loss under Sections One and Two, we will not pay more than £750 in total</p>

Conditions that Apply to Section Two – Contents Only

Settling Claims

How insurers deal with your claim

1. If **you** claim for loss or damage to the **contents**, **we** will at their option repair, replace or pay for any article covered under Section Two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your Sum Insured

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

4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **we** will 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**, **we** will only pay one half of the cost of repair or replacement.

5. Index-linking clause

The **sums insured** in Section Two – Contents will be indexed annually in line with the Government's Retail Price Index or a similar index selected by **we**.

At each renewal **we** will calculate the premium using the new **sums insured**. For **your** protection should the index fall below zero **we** will not reduce the **sum insured**.

Limit of Insurance

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

SECTION THREE – ACCIDENTS TO DOMESTIC STAFF

This **section** applies only if the **contents** are insured under Section Two – Contents.

What is covered	What is not covered
<p>Insurers will indemnify you</p>	<p>Insurers will not indemnify you</p>
<p>for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for</p> <p>bodily injury by accident happening during the period of insurance to your domestic staff employed in connection with the premises shown in the schedule and occurring within the United Kingdom.</p>	<p>for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none"> • from any vehicle outside the premises • from any vehicle used for racing, pacemaking or speed testing • from any communicable disease or condition • from any insured event occurring outside of the United Kingdom

Limit of Insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one **insured event**, including the costs and expenses, which **we** have agreed in writing.

SECTION FOUR – LEGAL LIABILITY TO THE PUBLIC

This **section** applies only if the **schedule** shows that either the **buildings** are insured under Section One – Buildings or the **contents** are insured under Section Two – Contents of this insurance.

Part A

Part A of this **section** applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
<p>Insurers will indemnify you</p> <p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>Insurers will not indemnify you for any liability</p> <p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act against another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) 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</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) arising out of your ownership, possession or use of:</p> <ol style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>h) which you have assumed under contract and which would not otherwise have attached</p>

What is covered	What is not covered
Insurers will indemnify you	Insurers will not indemnify you for any liability
	<p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and reported to we not 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 <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any house insurance, until such insurance(s) is exhausted</p>

Part B

What is covered	What is not covered
Insurers will pay for	Insurers will not indemnify you for any liability
<p>Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> Part A (ii) of this section would have indemnified you had the award been made against you rather than to you there is no appeal pending you agree to allow we to enforce any right which we shall become entitled to upon making payment 	For any amount in excess of £100,000

Part C

What is covered	What is not covered
Insurers will indemnify you for	Insurers will not indemnify you for any liability
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	if you are entitled to indemnity under any other insurance for the cost of repairing any fault or alleged fault

Limit of Insurance

We will not pay

- in respect of pollution and/or contamination:-more than £2,000,000 in total
- in respect of other liability covered under Section Four:-
more than £2,000,000 in total for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one **insured event**, including of the costs and expenses which **we** have agreed in writing.

PRIVACY NOTICE

We and *Nationwide Broker Services Ltd* are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

We explain below who **we** are, how **we** collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights.

We may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** need the personal information to enter into and perform a contract with **you**. **We** retain personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

We may disclose **your** personal information to:

- our** group companies;
- third party services providers and partners who provide data processing services to **us** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in **our** Privacy Policy;
- or any other person with **your** consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which **you** are a resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting

processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

You can opt-out of marketing communications sent to **you** by **us** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if **we** have collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing **we** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about **our** collection and use of **your** personal information.

If further information is required as to how data is processed by **us**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on **our** website at <https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

The Data Protection Officer
TMHCC, 1 Aldgate, London, EC3N 1RE
 DPO@tmhcc.com

If information is required as to how data is processed by *Nationwide Broker Services Ltd* or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at www.nationwidebroker.co.uk/privacy or contact:

Data Protection Officer,
Nationwide Broker Services Ltd, 2 Aire Valley Business Park,
Wagon Lane, Bingley, BD16 1WA

WHAT TO DO IF YOU HAVE A COMPLAINT

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** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you your** policy using the contact details below who will try to resolve **your** complaint within three working days:

Nationwide Broker Services Limited
2 Aire Valley Business Park
Wagon Lane
Bingley
BD16 1WA

After three working days, in the event that **you** remain dissatisfied, your complaint will be passed to your insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE
By email: tmhcccomplaints@tmhcc.com
By telephone: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer **your** complaint to the Financial Ombudsman Services(if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK)

+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

HOW TO MAKE A CLAIM

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do, the following procedure should be followed.

To make a claim, please contact:

RELA Loss Adjusters

Telephone: 08081 756 304

Email: NBSclaims@relaltd.com

Claims in writing should be directed to:

RELA, Unit 7,
Bocam Park,
Old Field Rd,
Pencoed,
Bridgend
CF35 5LJ

RELA handle claims on behalf of HCC International Insurance Company plc ("HCCII"). Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

Alternatively, if **you** prefer, please contact **your** insurance broker.

To enable **your** claim to be dealt with quickly **your** Insurer will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

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

How We Deal with Your Claim

1. Defence of Claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **they** consider necessary to enforce **your** rights or their rights under this insurance.

2. Other Insurance

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. This clause does not apply to fatal injury (Section Two – F).

3. Fraudulent Claims

If **you** make a fraudulent claim under this insurance contract:

- a) **we** are not liable to pay the claim; and
- b) **we** may recover from **you**, any sums paid to **you** in respect of the claim; and
- c) **we** may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise their right under clause (3)(c) above:

- a) **we** shall not be liable to **you** in respect of a relevant **insured event** occurring after the time of fraudulent act. A relevant **insured event** is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of the potential claim); and
- b) **we** need not return any of the premiums paid.

N|B|S

Underwriting

2 Aire Valley Business Park,
Wagon Lane,
Bingley,
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T: 0333 032 5000

E: info@nbsunderwriting.co.uk

W: www.nbsunderwriting.co.uk