



# Insurance for Unoccupied Homes

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# Magenta Y – Unoccupied Homes

Thank you for taking out this insurance which is administered by UGM Magenta Ltd on behalf of the insurer named in **your schedule**.

This insurance, **schedule** and any **endorsement** applying to **your** insurance form **your** insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep all parts of 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 adviser** immediately if this document is not correct or if **you** would like to ask any questions.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms, conditions and duties contained in or endorsed on this insurance, 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 insurance, **we** have relied on the information and statements that **you** have provided in a proposal form.

The parties 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.

## Definitions

Wherever the following words appear in this insurance they shall have the meanings shown below

<b>Bodily Injury</b>	<b>Bodily injury</b> includes death or disease.
<b>Buildings</b>	The private house or self contained flat at the address appearing in the <b>schedule</b> which shall include its domestic outbuildings, garages, greenhouses, tennis courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences and including landlord's fixtures, fittings and interior decorations forming part of the property all on the same site.
<b>Contents</b>	Household goods within the <b>home</b> which are your property including household goods within attached or detached domestic outbuildings and garages up to £1,000. <b>Contents</b> does NOT include motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories, any living creature, any part of the <b>buildings</b> , any property held or used for business purposes, any property insured under any other insurance.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The first part of any agreed claim which must be borne by <b>you</b> and which will be deducted from the total amount of any claim settlement.
<b>Home</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured and limits, the <b>period of insurance</b> , complaints procedures and information on how to make a claim.
<b>Standard Construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Voluntary Excess</b>	The amount of any <b>excess</b> which <b>you</b> have chosen to bear in exchange for a reduction in premium and which will apply in addition to any other <b>excess</b> written into or endorsed onto the insurance.
<b>We / Us / Our</b>	The insurer named in <b>your schedule</b> .
<b>You / Your / Insured</b>	The person or persons named in the <b>schedule</b> .
<b>Your Adviser</b>	The insurance adviser who placed this insurance on <b>your</b> behalf.

# General Conditions Applicable To The Whole Of This Insurance

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

## Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. The water, gas and electricity supplies shall be turned off at all times and the water system drained unless the central heating system is left in continuous operation to maintain a minimum temperature of sixty degrees Fahrenheit, or fifteen degrees Celsius, between the 1<sup>st</sup> October and the 1<sup>st</sup> April inclusive.

The **premises** shall be visited for maintenance purposes at least twice a week by **you** or a person responsible to **you**.

3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
4. You must ensure that the following security measures are installed and in good working order and put into full and effective operation whenever you are absent from the buildings:
  - Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval **or** by a mortise deadlock having a minimum of five levers;
  - Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks;
  - All accessible windows/ skylights** and fan lights protected by key operated security devices.

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

## Index-linking clause

The sums insured for **buildings** will be indexed each month in line with the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

**We** will not charge **you** an extra premium for any monthly increase.

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

## Cancellation clause

1. If **you** had not been given the full policy wording prior to cover starting **you** can cancel this insurance policy up to 14 days from receipt of the documents (plus postage time) and **you** will only be charged pro rata plus £20 provided the documents are returned to **us** within 14 days of receipt by **you**.
2. **We** can cancel this insurance by giving **you** 7 (seven) days notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
3. **You** can also cancel this insurance at any time by writing to **your adviser**. There will be no return premium unless agreed by us, in writing, before cover commences.

## Data Protection Act 1998

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

## Security

The Security Level shown in the **schedule** which **you** are required to maintain in good working order and put into full and effective operation whenever **you** are absent from the **buildings**.

**Security Level 1** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices.

**Security Level 2** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices. **A burglar alarm** installed and maintained by a member of the National Approval Council for Security Systems (NACOSS).

**Security Level 3** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices. **A burglar alarm** installed and maintained by a member of the National Approval Council for Security Systems (NACOSS) **with an automatic dialling facility** connected to an alarm company's central station.

# 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 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 by or arising from:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## b) **War Exclusion**

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) **Existing and Deliberate Damage**

**We will not pay for loss or damage**

- 1 occurring before cover starts or arising from an event before cover starts;
- 2 caused deliberately by **you** or any member of **your home**;
- 3 due to consequential loss of any kind or description,

## d) **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 by or arising from:
  - i) Computer viruses, erasure or corruption of electronic data;
  - ii) The failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion "computer virus" means a set or sets of corrupting, harmful or otherwise unauthorised instructions or code including a set or sets of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

## e) **Boarded Up Exclusion**

**We will not pay for any loss or damage or liability arising whilst any part of the **buildings** is boarded up unless **we** have been informed and have agreed to maintain cover.**

## f) **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

## g) **Biological and Chemical Contamination 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;
- 3 Death or injury to any person directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:
  - i) Terrorism; and/or
  - ii) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## h) **Diminution in value**

**We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.**

## i) **Wear and Tear**

**We will not pay for damage caused by wear and tear or any other gradually operating cause.**

## j) **Activities of Contractors**

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

# Claims Conditions Applicable To The Whole Of This Insurance

## Your duties

In the event of a claim or possible claim under this insurance:

- a) **you** must notify **us** as soon as reasonably possible giving full details of what has happened;
- b) **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may reasonably require;
- c) if a claim for liability is made against **you**, **you** must within 3 days forward to **us** any letter, claim, writ, summons or other legal document **you** receive;
- d) **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- e) **you** must not admit liability or offer or agree to settle any claim without **our** written permission;
- f) **you** must take all reasonable care to limit any loss, damage or injury;
- g) **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.

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

## 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 **we** consider necessary to enforce **your** rights or **our** 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.

### 3. Fraudulent claims:

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## Section One - Buildings

**We** do not cover the standard **excess** shown in the **schedule** except under paragraph B.

The **buildings** are insured against loss or damage by the following causes

### 1. Fire, lightning, explosion, earthquake or smoke

### 2. Aircraft and other flying devices or items dropped from them

### 3. Storm, flood or weight of snow

- Excluding*
- loss or damage caused by subsidence, landslip or heave
  - loss or damage to, tennis courts, drives, patios and terraces, hedges, gates and fences

### 4. Escape of water from and frost damage to fixed water tanks apparatus or pipes

- Excluding*
- loss or damage caused by subsidence, landslip or heave
  - loss or damage to domestic fixed fuel-oil tanks and swimming pools

### 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

- Excluding*
- loss or damage caused by faulty workmanship

### 6. Theft or attempted theft

- Excluding*
- loss or damage unless the loss or damage follows a violent and forcible entry or exit

### 7. Collision by any vehicle or animal

### 8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

### 9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

- Excluding*
- loss or damage to radio and television aerials, satellite dishes, their fittings and masts

### 10. Falling trees, telegraph poles or lamp-posts

- Excluding*
- loss or damage caused by trees being cut down or cut back by you
  - loss or damage to gates and fences

### We will also cover:

- A) Expenses **you** have to pay and which **we** have agreed in writing for architects', surveyors', consulting engineers' and legal fees, the cost of removing debris and making safe the **buildings** and costs **you** have to pay in order to comply with any government or local authority requirements following loss or damage to the **buildings** which is covered under this insurance.

*Excluding*

- any expenses for preparing a claim or an estimate of loss or damage
- any costs if Government or local authority requirements have been served on **you** before the loss or damage

- B) Legal Liability to the Public

**We** will indemnify **you** as owner for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening in or about the **buildings** during the **period of insurance**

*Excluding*

- liability as the occupier of **your buildings**
- liability for **bodily injury to you** or any person who at the time of sustaining such injury is engaged in **your service**
- liability for **bodily injury** arising directly or indirectly from any communicable disease or condition
- liability arising out of any criminal, violent or malicious act to another person or property
- liability for damage to property owned by or in the charge or control of **you** or any person engaged in **your service**
- liability arising directly or indirectly out of any profession, occupation, business or employment
- liability which **you** have assumed under contract and which would not otherwise have attached
- liability arising out of **your ownership, possession or use of**:
  - any motorised or horsedrawn vehicle other than domestic gardening equipment used within the **premises**
  - any power-operated lift
  - any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- liability arising out of any kind of pollution and/or contamination unless 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 **us** 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
- liability arising out of **your ownership, occupation, possession or use of any land or building that is not within the premises**
- liability if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

### Limit of insurance under extension B)

**We** will not pay more than **£2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Conditions That Apply To Section One – Buildings Only

### Settling Claims

#### How we deal with your claim

1. If **your** claim for loss or damage is covered under this insurance, **we** will pay the full cost of repair, replacement or reinstatement as long as:
  - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their completed form and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if the sum insured is not enough to pay for the full cost of rebuilding the **buildings** in their completed form.

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 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** in their completed form 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 **your buildings** in their completed form **we** will only pay one half of the cost or repair or replacement.
5. If **your home** is a flat, apartment or maisonette the sum insured under Section One - Buildings represents the value of that portion of the building owned by **you** (including external walls, roof and foundations and such common parts of the building for which **you** are legally responsible). In the event of a loss resulting from an insured cause to any part of the building not owned by **you**, but for which you are legally responsible, Section One - Buildings will only pay such proportion of the loss as the sum insured under Section One - Buildings bears to the total reinstatement value of the building. Furthermore this insurance does not include any additional costs that may arise as a consequence of any non-insurance or under-insurance that may affect the repair or reinstatement of any part of the property that is not your legal responsibility.

#### Limit of insurance

Unless otherwise stated **we** will not pay more than the sum insured for the **buildings** shown in the relevant section of the **schedule**.

## Section Two - Contents

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

**We** do not cover the standard **excess** shown in the **schedule**.

The **contents** are insured against loss or damage by the following causes:

1. **Fire, lightning, explosion, earthquake or smoke;**
2. **Aircraft and other flying devices or items dropped from them;**
3. **Storm, flood or weight of snow;**
4. **Escape of water from and frost damage to fixed water tanks apparatus or pipes;**  
*Excluding - loss or damage caused by faulty workmanship*
5. **Theft or attempted theft;**  
*Excluding - loss or damage unless the loss or damage follows a violent and forcible entry or exit*
6. **Collision by any vehicle or animal;**
7. **Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.**

## Conditions That Apply To Section Two – Contents Only

Settling Claims

### How we deal with your claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under Section Two - Contents less an allowance for wear and tear and depreciation.
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 - Contents after **we** have paid a claim as long as **you** agree to carry out **our** 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.

### Limit of insurance

Unless otherwise stated **we** will not pay any more than the sum(s) insured for the **contents** of each **premises** shown in the **schedule**.

## Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

- 9603 This insurance covers loss or damage directly caused by fire, lightning, explosion, earthquake or smoke; all other causes being specifically excluded.
- 9606 This insurance does not cover theft or attempted theft from the **home**.
- 9607 The Definition of **buildings** is amended to exclude reference to domestic outbuildings and garages.
- 9608 It is agreed that the private dwelling of the **home** is not of **standard construction**.
- 9614 It is a condition of this insurance that all trees within the vicinity of the **buildings** shall be pruned or lopped annually as agreed with **us**.
- H741 This Insurance does not cover damage caused by Flood.

## How to make a Claim under this Insurance

This document contains details of what is insured, what is excluded and how **we** settle claims. Please also remember that this policy should be read in conjunction with **your** up-to-date **schedule** which details the cover provided by **your** policy.

1. Report to the police any loss or theft of **your** property, or malicious damage of any kind
2. Have **your** current insurance documents to hand
3. Call **us** on the number shown on **your schedule** and **we** will be pleased to help **you**.

To enable **us** to give **you** a speedy response **we** will need to know:

1. The name and address of the **Insured** and a contact telephone number;
2. The policy number and the **period of insurance** on the **schedule**;
3. The full details of the incident – what, where & how – and the date and time of loss/damage and if possible an estimate of repair or replacement cost;
4. If the incident involves any person other than **you**, their full details and insurance particulars if known;
5. If the police have been advised, which station was contacted and the Crime Reference Number;
6. If the claim involves theft full details including the date of purchase, original cost price and amount claimed.

**Please do not delay contacting us even if all the above information is not immediately available.**

If someone is holding **you** responsible for damage to their property or for **bodily injury** to them **you** must:

- a) advise **us** immediately;
- b) send **us** any letters, documents, writs or summonses or other legal documents which have been served on **you** or any member of **your** family, unanswered and without delay;
- c) NOT engage in correspondence with the other person or their representatives but allow **us** to deal with the matter on **your** behalf.

### **Please Note**

This policy does not cover the cost of gradual deterioration - it is not a maintenance contract. It is a condition of this policy that **you** keep the property which is insured in good order and take all reasonable steps to avoid loss or damage.

Please remember **you** are responsible for paying any **excess** which applies to **your** claim.

Should **you** have any queries, please contact **your adviser** who will, if necessary, refer them to **us** on **your** behalf.