

## THE PROPERTY INSURANCE POLICY

Your insurance policy comprises this booklet and your schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation you have provided to us.

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#### Data Privacy Notice

Choice Insurance Agency is the trading name of Choice Insurance Agency Ltd. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see

<http://www.choiceinsuranceagency.co.uk/privacy-policy>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## Introduction to the Property Insurance Policy

This document sets out the conditions of the contract of insurance with us. Your policy is evidence of that contract. You should read it carefully and keep it in a safe place. In return for having accepted your premium we will in the event of injury loss or damage happening within the period of insurance provide insurance as described in the following pages and referred to in your schedule. If after reading these documents you have any questions please contact your broker.

Insurers fully support the Financial Conduct Authority (FCA) and the Financial Ombudsman Service.

## About the Property Insurance

This property insurance has been arranged by Choice Insurance Agency Limited and is underwritten by Ascot Syndicate 1414 at Lloyd's. You should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document in accordance with the section 'Cancelling Your Cover'.

This policy and the schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

Should you need to discuss any aspect of the cover then please call the agent with whom you effected this insurance.

This Policy is a contract between You and the Insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy

You and we are free to choose the laws applicable to this policy. As we are based in England, we propose to apply the laws of England and Wales and by purchasing this policy you have agreed to this.

This insurance relates only to those sections of the policy which are shown on the schedule as being included.

For and on behalf of insurers.



Mark Williams, Managing Director of Choice Insurance Agency Ltd.  
Acting on behalf of Ascot Syndicate 1414 at Lloyd's

## DEFINITIONS

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or schedule.

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

**Buildings** – the Private Dwelling(s) 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 outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by **You** or for which **You** are legally responsible and within the premises as specified in the schedule.

**Excess** – The first amount of each claim which **You** have to pay.

**Holiday Home – Buildings** that are not the main place of residence or address of **You** or the occupier and are let, loaned or used by **You** on a short-term basis for vacation purposes.

**Landlord's Contents** – Household goods within the **Buildings** as shown in the schedule, including aerials, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings**. Property in the open but within the boundaries of the property up to £250 all of which are owned by **You** or are **Your** legal responsibility.

**Unoccupied** – The part or whole of the property not lived in by a person authorised by **You**.

**We / Us / Our** – Ascot Syndicate 1414 at Lloyd's Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

**You / Your / Yours** – The persons(s) as specified in the schedule of Insurance.

## SECTION 1 – BUILDINGS PERILS COVERED

**This insurance covers the Buildings for loss or damage directly caused by:**

- 1. fire, lightning, explosion or earthquake**
- 2. aircraft and other flying devices or items dropped therefrom**

### **3. storm, tempest or flood**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- 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) caused by rising water table levels.

### **4. escape of water from any fixed water or heating installation**

Other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) for loss or damage to apparatus from which water has escaped other than frost damage.
- e) the excess shown in **Your** schedule.

### **5. escape of oil from fixed domestic oil-fired heating installed and smoke damage resulting from a defect in any fixed domestic heating installation**

Other than

- a) for loss or damage due to wear and tear or gradual deterioration.
- b) for loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

### **6. theft or attempted theft**

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more unless such loss or damage is consequent upon violent and forcible entry.
- b) by any tenant or person lawfully on the premises.

### **7. impact by any vehicle or animal**

### **8. any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any persons of malicious intent**

Other than

- a) for loss or damage whilst the **Building** is **Unoccupied** for 30 days or more.
- b) any tenant or person lawfully on the premises

**9. subsidence, landslip or heave of the site upon which the Buildings stand**

Other than

- 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 main **Building** is also affected at the same time by the same peril.
- b) for 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 guarantee.
- c) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- d) for loss or damage caused by coastal erosion.
- e) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- f) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- g) normal settlement, shrinkage or expansion.
- h) the excess shown in **Your** schedule .

**10. falling radio and television aerials, fixed satellite dishes and their fittings and masts**

Other than

- a) loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

**11. falling trees, telegraph poles or lamp-posts**

Other than

- a) for loss or damage caused through lopping, topping and/or felling.
- b) for loss or damage to gates and fences.

**THIS SECTION PROVIDES  
ADDITIONAL COVER FOR: -**

**A) 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**

Other than

loss or damage whilst the **Building** is **Unoccupied**, for 30 days or more.

**B) The cost of repairing Accidental Damage to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which You are legally responsible**

Other than loss or damage due to wear and tear or gradual deterioration.

**C) Loss of rent which You are unable to recover and additional costs of alternative accommodation necessarily incurred by You in consequence of the Buildings becoming uninhabitable following damage caused by any of the perils covered PROVIDED THAT the insurers' liability is limited to the period the Buildings are uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern**

Other than

any amount in **Excess** of 20% of the sum insured on the **Buildings** damaged or destroyed.

**D) Expenses incurred following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings**

Other than

a) any expenses incurred in the preparation of a claim or an estimate of loss.

b) any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.

**E) Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section**

Other than

Any amount in **Excess** of £750 in any period of insurance.

**F) A contracting purchaser until completion of the sale or expiry of this Insurance whichever is the sooner**

Other than

The **Buildings** if otherwise insured.

**CONDITIONS THAT APPLY TO  
SECTION 1**

**Basis of Claims Settlement**

In the event of loss or damage to the **Buildings**, the insurers will pay the FULL COST OF REPAIR at the time of such loss or damage PROVIDED THAT the **Buildings** are maintained in a good state of repair, that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected. If the **Buildings** are not in good state of repair insurers will make a deduction for wear and tear or gradual deterioration.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

**REINSTATEMENT**

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations to prevent further loss of damage.

**LIMIT OF INSURANCE**

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for each Premises separately stated in the schedule.

**UNDERINSURANCE**

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the full cost of reconstruction in its present form for each premises separately stated in the schedule.

## SECTION 2 – LANDLORD’S CONTENTS PERILS COVERED

This Insurance covers Contents for loss or damage directly caused by:

1. fire, lightning, explosion or earthquake

2. aircraft and other flying devices or items dropped there from

3. storm, tempest or flood

Other than

- a) property in the open.
- b) for loss or damage caused by subsidence, heave or landslip other than as covered under peril 9.
- c) caused by rising water table levels.

4. escape of water from and frost damage to fixed water tanks, apparatus or pipes other than

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- c) the excess shown in **Your** schedule.

5. escape of oil from domestic fixed oil-fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation

Other than

- a) for loss or damage due to wear and tear or gradually deterioration.
- b) loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- e) any amount in **Excess** of £1,000.

6. theft or attempted theft

Other than

- a) for loss or damage whilst the **Buildings** are lent, let or sublet UNLESS such loss or damage is consequent upon violent and forcible entry.
- b) by any tenant or person lawfully on the premises.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) any amount in **Excess** of £500 or 3% of the sum insured under Section 2, whichever is the greater, in respect of contents within detached domestic outbuildings and garages or in the open.

7. impact by any vehicle or animal

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any person of malicious intent

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) any tenant or person lawfully on the premises.

9. subsidence, landslip or heave of the site upon which the Building stands

Other than

- a) 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 guarantee.

- b) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- c) for loss or damage due to coastal erosion.
- d) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- e) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- f) the excess shown in **Your** schedule.

10. falling trees, telegraph poles or lamp-posts

Other than for loss or damage caused through lopping, topping and/or felling.

### THIS SECTION PROVIDES ADDITIONAL COVER FOR: -

**Costs of alternative accommodation necessarily incurred by You, if the Buildings are rendered uninhabitable by any of the perils covered**

Other than

Any amount in **Excess** of 10% of the sum insured on the contents of the **Buildings** damaged or destroyed.

## EXCLUSIONS APPLICABLE TO SECTION 2

Loss or damage involving:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft and accessories attached thereto.
- b) Animals.
- c) Any part of the **Buildings**.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Wearing apparel.
- f) Pedal cycles.

## CONDITIONS THAT APPLY TO SECTION 2

### BASIS OF CLAIMS SETTLEMENT

In the event of the total loss or destruction by any of the insured perils of any article, the basis of settlement shall be the cost of replacing the articles new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that **You** incur the cost of replacement. Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the Contents which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part. The insurers shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

### REINSTATEMENT

The sum insured under this section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations.

### LIMIT OF INSURANCE

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for the Contents of each premises separately stated in the schedule.

### UNDERINSURANCE

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the total value for the Contents of each Premises separately stated in the schedule.

## SECTION 3 – LEGAL LIABILITY TO THE PUBLIC

### Limit of Indemnity - £5,000,000

The limit of liability under this section shall not exceed £5,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by **You** with insurers' written consent in the defence of any such claim

**Item A** of this Section indemnifies **You** for BODILY INJURY by ACCIDENT, DEATH or DISEASE or DAMAGE to PROPERTY happening during the period specified in the schedule for which legal liability may to **You** as owner of the **Buildings** in respect of accidents happening in or about the Premises specified in the schedule.

Other than

1. for bodily injury by accident or death or disease to any person who at the time of sustaining such injury, is engaged in **Your** service, or to any member of **Your** family or household.
2. for damage to property belonging to or in the care, custody or control of **Your** family or household or a person in their service.
3. arising out of or incidental to any profession, occupation or business other than through private letting of the property which has been assumed under contract and would not otherwise have attached, other than through private letting of the property.
4. arising out of the ownership, possession or operation of:
  - a) any mechanically propelled or horse drawn vehicle OTHER THAN a domestic gardening implement operated within **Your** Premises and pedestrian controlled gardening implements operated elsewhere.
  - b) any power-operated lift.
  - c) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
  - d) any animal OTHER THAN cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
5. arising out of ownership, occupation, possession or use of any land or **Building** NOT situated within the **Buildings** specified in the schedule.
6. arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.
7. if **You** are entitled to indemnity under any other insurance including but not until such insurance(s) is exhausted.

**Item B** of this Section includes legal liability which may attach to **You** by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any private dwelling which has been disposed of by **You** and which prior to such disposal, was occupied for private residential or private letting purposes by **You**

Other than

1. where **You** are entitled to indemnity under any other insurance,
2. for the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

## GENERAL CONDITION APPLICABLE TO THE WHOLE OF THIS INSURANCE

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### YOUR DUTY

**You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair. 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.

### MISREPRESENTATION MISDESCRIPTION OR NON-DISCLOSURE

**You** must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If **You** knew **You** did not provide a fair presentation of the risk or if **You** did not care whether **You** made a fair presentation of the risk **We** may avoid this Policy and retain all premiums and **You** shall reimburse **Us** in respect of all payments already made by **Us**

In all other cases if **You** did not provide a fair presentation of the risk **Our** rights are set out below

- 1) if **We** would not have entered into this Policy if **You** had made a fair presentation of the risk **We** may avoid this Policy and return all premiums to **You** and **You** shall reimburse **Us** in respect of all payments already made by **Us**
- 2) if **We** would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if **We** would have entered into this Policy but would have charged a higher premium **We** may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that **We** shall be required to pay

X = premium charged divided by the premium that would have been charged if **You** made a fair presentation of the risk all multiplied by 100

### NOTICE OF CHANGE OF OCCUPANCY

It is a condition precedent to the liability of insurers that **You** or **Your** authorised representative shall notify insurers if the **Buildings** as specified in the schedule become let under different circumstances, or become regularly left unattended. Upon receipt of this notice Insurance reserve the right to amend the terms and conditions of this insurance.

### COMPLIANCE WITH CONDITIONS PRECEDENT AND WARRANTIES

It is a condition precedent to **Our** liability that **You** comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by **You**.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a



term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

#### MORE THAN ONE PRIVATE DWELLING

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

#### NOTICE OF WORKS CLAUSE

It is a condition precedent to the liability of insurers that **You** shall notify insurers prior to the commencement of any conversions and extensions to the **Buildings** at the premises specified in the schedule. Upon receipt of this notice insurers reserve the right to amend the terms and conditions of this Insurance.

#### SEVERAL LIABILITY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## CANCELLING YOUR COVER

#### STATUTORY CANCELLATION RIGHTS

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by returning it to **Your** broker during the cancellation period. There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

#### CANCELLATION OUTSIDE THE STATUTORY PERIOD

**You** may cancel this policy at any time by providing prior written notice to **Your** broker. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made. **We** reserve the right to cancel the policy by providing 21 days' prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

#### NON PAYMENT OF PREMIUMS

**We** reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

In respect of all sections this Insurance does NOT COVER: -

a) Radioactive Contamination and Explosive Nuclear Assemblies Exclusion.

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) 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 and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage 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) any loss or damage caused intentionally by the tenant residing in the **Building** or other people lawfully on the premises.

d) any loss or damage resulting from confiscation or detention by customs or other officials and authorities.

e) Loss or damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

f) Any consequential loss.

g) Any reduction in market value of the **Buildings** as a result of repair or reinstatement.

h) Wear and tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause.

#### i) Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means 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) or government(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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### j) Communicable Disease Exclusion

This Policy does not cover actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a 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 bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

It is hereby noted and agreed that **We** will not cover any loss or damage caused as a result of the property being used for illegal activities where **You** are aware of such activities.

#### k) Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

#### OTHER INSURANCE

There shall be no liability under this Insurance in respect of any claim where **You** are entitled to indemnity 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.

#### PROCEDURE

It is a precedent to the liability of insurers that following any happening likely to give rise to a claim **You** shall :-

- a) as soon as reasonably possible and in no circumstances beyond 30 days of the incident, notify insurers with full details, complete a claim form and provide all required information and assistance.
- b) for all claims in respect of damage or loss obtain a minimum of two detailed estimates unless otherwise agreed, only undertake emergency work to prevent further loss and not under any circumstances effect full repairs without insurers' prior consent.
- c) notify the Police immediately upon discovery of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items and obtain the Crime Reference Number
- d) Under no circumstances admit liability for, nor offer to agree to settle any claim without the written consent of insurers who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name for insurers' benefit, any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and settlement of any claim.
- e) **You** must take all reasonable steps to recover missing property.
- f) **You** must take all reasonable steps to prevent further damage.



### FRAUDULENT OR FALSE CLAIMS

If **You** make a fraudulent claim under this Policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim.  
**We** may recover from **You** any sums that **We** have already paid

to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this Policy as terminated with effect from the date of **Your** fraudulent act

## COMPLAINTS PROCEDURE & REGULATORY INFORMATION

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.  
However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

### Contact details:

Choice Insurance Agency Limited Compliance Officer  
Suite 3, 4a Southchurch Road,  
Southend-on-Sea, Essex, SS1 2NE

Email: [Complaints@ChoiceInsuranceAgency.Com](mailto:Complaints@ChoiceInsuranceAgency.Com)  
Telephone: 01702 411200

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

### Contact details – Lloyd's:

Complaints Lloyd's  
Fidentia House Walter Burke Way  
Chatham Maritime Chatham  
Kent  
ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0) 20 7327 5693  
Fax: +44 (0) 20 7327 5225  
Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service.

### Contact details – Financial Ombudsmen Service:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: For UK callers: 0800 023 4567 (free phone),  
or 0300 123 9123 (but charges apply)  
Tel: For callers from abroad: +44 (0) 20 7964 0500 (charges apply)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

## Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from:

### Contact details:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## CLAIMS PROCEDURE

Should You need to report or make a claim to Us, please contact Our specialist claims handler Woodgate and Clark Limited, whose details are below. You may if You wish also advise Your insurance adviser or Our Binding Underwriter to do this on Your behalf.

Woodgate and Clark Limited

42 Kings Hill Avenue

Kings Hill

West Malling

Kent, ME19 4AJ

Claims Telephone: +44 (0) 1732 520273

Out of office Telephone: +44 (0) 1732 520270

Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

It will be helpful when reporting a claim if You are able to advise the Policy number and brief details of the claim.

What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further Damage or Bodily Injury. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give Us or Our representative all necessary assistance.

Complete and return any claim form sent to You, as soon as possible.

## COOLING OFF PERIOD

You may cancel an insurance contract provided you have not made a claim under such insurance contract and we receive written confirmation of cancellation by post, fax or email within 14 days of the date the insurance is concluded. If you are able to and do cancel within such 14 day period, we will refund any premiums paid.

## PREMIUM CANCELLATION CHARGES

You may cancel your policy before the policy period expiry date provided you have not made a claim under such insurance contract. By doing so a return premium (including insurance premium tax) will apply as follows.

Property Premium: Pro-rata return premium.

Policy Fee: No return premium.

## ALTERATION TO STATEMENT

Any alterations to the Statement of Fact take precedent over the information stated above.