

#### **PRIVATE CLIENT**

# UNOCCUPIED

Policy wording

Insurance provided by



## UNOCCUPIED

Policy wording

#### INTRODUCTION

Thank you for choosing Azur Underwriting Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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### POLICY PROVISIONS

#### Inis policy is not complete without a schedule

#### **POLICY PROVISIONS**

Azur Underwriting Limited distributes and administers this policy on behalf of American International Group UK Limited.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401). Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL.

This policy is underwritten by American International Group UK Limited.

American International Group UK Limited ("AIG") is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). American International Group UK Limited is registered in England (company number 10737370) with a registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

This information can be checked by visiting the FS Register (www.fca.org.uk/register).

This policy, this schedule and any endorsement clauses detailed on it, set out the agreement between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the schedule and comply with **your** responsibilities described in this policy. Cover for each section will only be in operation where indicated on **your** policy schedule.

Upon any renewal or variation of this agreement, **you** must take care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. The information **you** provide to **us** may affect **our** ability to renew or vary **your** coverage under this agreement or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is possible as this may affect **your** policy and **your** ability to claim under it.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part II – Making a Claim and Part V-General Conditions.

#### HOW WE USE PERSONAL INFORMATION

We are committed to protecting the privacy of their customers, claimants and other business contacts.

**"Personal Information"** identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with **us**.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with **our** relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights

### POLICY PROVISIONS

- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: marketingopt-out@azuruw.com or by writing to Marketing Preference Team, Azur, 4 Christopher Street, London, EC2A 2BS. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

**International transfer** – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policies (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and be required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

**Privacy Policy** – More details about **your** rights and how AIG collect, use and disclose **your** Personal Information can be found in AIG's full Privacy Policy at: www.aig.co.uk/privacy-policy or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: DataProtectionOfficer.uk@aig.com.

More details about **your** rights and how Azur collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: http://www.azuruw.com/privacy-policy or **you** may request a copy by writing to: Data Protection Officer, Azur, 4 Christopher Street, London, EC2A 2BS or by email at: DPquery@azuruw.com.

### POLICY PROVISIONS

#### FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - ii. recover debt, prevent fraud and to manage **your** insurance policies;
  - iii. check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.
- We can supply on request further details of the databases we access or contribute to.

American International Group UK Limited is a member of the Insurance Fraud Bureau (IFB) www.insurancefraudbureau. org, a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 422 0421 in confidence and anonymously if necessary, to report insurance fraud.

### PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**' and '**yours**' refer to the person or persons or legal entity named on the schedule, his or her spouse, civil partner or common law partner. The words '**we**', '**us**', '**our**' and '**ours**' means American International Group UK Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting Limited as agent of the insurers.

In addition the following words have the following meaning where used throughout the policy unless a more specific special definition applies under that section:

**Aircraft** means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Bodily injury** means identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

Business means a part-time or full-time trade, occupation or profession, including farming or stud activities.

**Collection** means **fine art**, **jewellery**, private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, guns, model trains), including memorabilia.

**Contents** means household goods, clothing and personal property, all of which belong to **you** or an **insured person** for which **you** or an **insured person** are legally responsible. **We** do not include **collections** within **contents**.

**Damages** means the sum of money required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

**Domestic duties** means those duties related to **your home** and gardens, or **your** home office if **you** have less than 5 employees. This definition does not include employees who are employed to provide care for **you** other than domestic child care. **We** exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Domestic employee means any person employed by you in connection to domestic duties at your residence who is:

- a. employed by **you** under an employment contract in the United Kingdom or a country which is a member of the European Union; or
- b. self employed and working on a labour only basis under **your** control or supervision in the United Kingdom or a country which is a member of the European Union.

Fine art means paintings, etchings, statuary, antiques and other genuine works of art with historical value or artistic merit.

Heave means the upward movement of the ground beneath the home as a result of the expansion or swelling of the subsoil.

**Home** means the main dwelling and **other permanent structures** including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

#### Insured person means:

a. **you** and/or;

b. any additional insured named in the policy schedule.

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals and costume jewellery. This also includes watches and set or unset gemstones.

Landscaping means your trees, lawn, shrubs, and other plants on the grounds of your residence.

Landslip means the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

### PART I – DEFINITIONS

**Mould** means any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

#### Occurrence means:

- a. a loss or an accident which occurs during the policy period and results in personal injury or property damage; or
- b. an offence, including a series of related offences, committed during the **policy period** that results in **personal injury** or **property damage**.

Other permanent structures means any outdoor structures **you** own that are situated within the grounds of **your home** at a location listed in the schedule that are:

- a. not attached to your home; or
- b. boundary walls attached to your home.

Personal injury means the following injuries, or death resulting from the following injuries:

- a. bodily injury;
- b. unlawful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;
- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. unlawful entry or eviction.

Policy period means the period of insurance shown in your schedule.

Property damage means actual physical harm to, destruction of, or loss of use of tangible property.

**Reconstruction cost** means the lesser of the amount at the time of the loss required to restore or repair a structure; or replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:

- a. fees payable to architects, surveyors and consulting engineers;
- b. the cost of complying with the building regulation of a government or local authority; and
- c. the cost of removing debris that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Residence means any of the following which is listed on the schedule:

a. any **home**, or **other permanent structures** and grounds that **you** own; or

b. any other property **you** own or reside in.

**Storm** means violent disturbance of the atmosphere or extreme weather condition with persistent strong winds and usually associated with rain, thunder, lightning, hailstorm or snow.

Subsidence means the downward movement of the ground beneath the home other than by normal settlement.

**Tenant's improvements** means additions, alterations, installations or fixtures that **you** paid for, or are responsible for, at **your residence**.

### PART I – DEFINITIONS

**Terrorism** means the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

Unoccupied means not lived in for 60 consecutive days or not adequately furnished to be lived in normally.

Watercraft means a boat or craft designed for use on or over water.

### PART II – MAKING A CLAIM

Private Client Group is committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond promptly with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week. See below for full details on how to make a claim.

We will not pay for any fees incurred in preparing or furthering any claim under this policy.

#### YOUR DUTIES AFTER AN OCCURRENCE OR INCIDENT

In the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy, or if **you** or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or an **insured person** (where applicable) must:

- a. give prompt notice to us or your intermediary of any incident that may result in any kind of claim under this policy.
   Failure to do so may affect our acceptance of a claim under the policy if the claim is made so long after the event that we are unable to investigate the claim fully or may result in you not receiving the full amount claimed if the amount claimed is increased as a result of the delay;
- b. notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c. protect the property from further damage. If repairs to the property are required, **you** must:
  - i. make necessary repairs to protect the property; and
  - ii. keep an accurate record of all repair expenses.
- d. provide **us** with bills, receipts and related documents;
- e. begin to repair, replace or rebuild any partial loss to an insured property within 180 days of the date of the loss. If **you** have an **occurrence** that results in a partial loss to an insured property and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **reconstruction cost**.
- f. as often as **we** require:
  - i. make available to **us** the damaged property for inspection;
  - ii. provide **us** with records and documents **we** request; and
  - iii. submit to separate examination under oath.
- g. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- h. provide **us** with any legal documents and other documents which will help **us** defend **you**; and
- i. assist and co-operate with **us** in the conduct of the defence by helping **us**:
  - i. to make settlement;
  - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to you; or
  - iii. to attend hearings and trials, and to secure and give evidence and obtain the attendance of witnesses.

#### **REPORTING A CLAIM**

**You** will need to provide **your** name and **your** policy number at the time of reporting a potential claim. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

### PART II – MAKING A CLAIM

#### HOME, CONTENTS AND LIABILITY

To make a claim under any of these sections of this policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** directly as follows:

Telephone: +44 0)20 3319 7942 (**our** telephones are manned 24 hours a day 7 days a week) Email: azurclaims@azuruw.com

In writing:

Private Client Group Azur 4 Christopher Street London EC2A 2BS

#### A. PAYMENT OF A LOSS

1. Amount of cover for your home, tenant's improvements and other permanent structures.

The amount **we** will pay is shown in **your** schedule. If the payment basis shown on **your** schedule is rebuilding cost, **we** will pay the **reconstruction cost** of **your home**, **tenant's improvements** or **other permanent structures**, up to the sum insured shown for that location on **your** schedule, for each **occurrence** whether or not **you** actually rebuild **your home**, **tenant's improvements** or **other permanent structures**.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine in accordance with good industry practice.

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

A total loss is when, at **our** discretion, a building is deemed to be beyond economical repair or reconstruction. Following a total loss settlement, any salvage shall become **our** property.

If, at the time of an insured loss, the amount insured for **your home** does not represent an adequate amount to replace **your home** the most **we** will pay for any loss or damage will be limited to that proportion of the insured loss which the relevant amount insured bears to the true replacement/rebuilding cost. For example, if **you** insure **your home** for £1m but the true cost to rebuild the **home** is £2m, **we** will only pay 50% of the cost of any claim.

#### 2. Amount of cover for **your contents**

The amount **we** will pay is shown in **your** schedule.

The most **we** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the **contents** without deduction for depreciation, up to the sum insured shown on the schedule.

We will at our option decide whether to:

- repair the item;
- replace the item as new, if a replacement is not available **we** will replace it with an item of similar quality; or
- make a cash settlement for the value at which **we** could replace the item.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine.

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

If, at the time of an insured loss, the amount insured for **your contents** does not represent an adequate amount to replace **your contents**, the most **we** will pay for any loss or damage will be limited to that proportion of the insured loss which the relevant amount insured bears to the true replacement cost. For example, if **you** insure **your contents** for £100,000 but the true cost to replace the **contents** is £200,000, **we** will only pay 50% of the cost of any claim.

#### 3. How your excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**. For specific situations, a special excess may apply.

#### **B. BASIS OF COVER**

This **policy** covers **you** against the following loss or damage to **your home** and **other permanent structures** unless an exclusion applies. **Your contents** are covered for the following loss or damage anywhere in the The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands only unless an exclusion applies.

#### **PROPERTY INSPECTION**

We will not pay any claim for loss or damage under this **policy** unless **you** or a nominated person acting on **your** behalf and with **your** permission:

- inspects the **home**, both internally and externally, at least once every 14 days; and
- maintains an inspection record that includes dates, times and any observations. This will be required in the event of any claim at the **home**.

The following list should be included as a minimum within any inspection of the property. This list should not be considered exhaustive and other checks may be necessary:

- Ensure all external doors are shut and locked when the **home** is left unattended;
- All windows are shut and locked when the **home** is left unattended;
- Check all windows and doors for any signs of any attempted forced entry;
- Check inside and outside of the home for any signs of leaks, escape of water or ingress of water;
- Ensure all electrical appliances are switched off when not in use and any uncontained electrical wiring is in good condition and no bare wires are showing;
- Ensure any intruder alarm systems are fully operational;
- If fitted, ensure the CCTV system is fully operational;
- Check that all roof tiles are in good order, no slipped or broken tiles are visible;
- Ensure any flat roofs are in good condition, with no evidence of rips, tears or pooling of water;
- Ensure gutters and other rainwater goods are regularly checked and cleared of any build up of leaves/rubbish;
- Ensure any trees and shrubs are maintained and any sign or disease or damage dealt with;
- Ensure aerial and satellite dishes are secured;
- Ensure that all taps and sanitary ware have free flowing water and that there are no signs of any blockages;
- Lift drain inspection covers to ensure water is free flowing and that there are no signs of any blockages;
- Check oil tanks externally for damage or leaks and that the levels are in line with the expected levels;
- Ensure central heating is functional and operates correctly including timers;
- Check any garages/outbuildings for signs of any attempted forced entry;
- Remove any build up of newspapers and post and consider sealing letter box; and
- Remove any rubbish that has accumulated outside of the property for example in doorways or porches.

<b>What is covered</b> This insurance covers the <b>home</b> for physical loss or damage caused by:	What is <i>not</i> covered We will not pay for anything set out in the general exclusions and general conditions as well as:
1. Accidental damage to <b>your home</b> and <b>contents</b>	<ul> <li>any accidental damage that occurs outside of the home</li> </ul>
	<ul> <li>any accidental damage that occurs during the process of cleaning, washing</li> </ul>
	<ul> <li>repairing or restoring any item</li> </ul>
	<ul> <li>electrical or mechanical breakdown</li> </ul>
	<ul> <li>water entering your home regardless of the cause of the water entering your home</li> </ul>
	<ul> <li>damage by a cause listed in or specifically excluded by Part III – Home and Contents</li> </ul>
2. Fire, lightning, explosion, earthquake and <b>aircraft</b>	Any loss or damage caused directly or indirectly by fire as a result of:
	<ul> <li>an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the <b>home</b></li> </ul>
	<ul> <li>scorching, melting, warping or other forms of heat distortion unless accompanied by flames</li> </ul>
	• distortion or discolouration caused by the sun
	• acid burns
	• spillage of candle wax
	• tobacco burns, unless accompanied by flames
3. <b>Storm</b> , flood or weight of snow	Loss or damage caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> unless covered under Part III – Home and Contents, What is covered, Section 9.
	Loss or damage to land, patios, terraces, swimming pools, hot tubs, Jacuzzis, ponds, water features, pier, wharf or deck, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences, hedges or gates.

What is covered This insurance covers the <b>home</b> for physical loss or damage caused by:	What is <i>not</i> covered We will not pay for anything set out in the general exclusions and general conditions as well as:
4. Water escaping from fixed water tanks, apparatus or pipes, or water freezing in fixed water tanks, apparatus or pipes	More than £10,000 per claim.
	Loss or damage caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> unless covered under Part III Home and Contents – What is covered section 9.
	Loss or damage to land, patios, terraces, swimming pools, hot tubs, Jacuzzis, ponds, water features, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences, hedges or gates.
	Any loss or damage caused by the failure, wear and tear or lack of grouting or sealant.
	Loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in <b>your home</b> .
5. The Escape of domestic oil, gas and liquefied petroleum	More than £7,500 per claim.
gas from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	Any loss or damage caused by escape of domestic oil, gas and liquefied petroleum gas from an oil tank unless <b>you</b> can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition and there is no need for any repairs or replacement.
6. Theft or attempted theft	More than £10,000 per claim.
	Any loss or damage caused directly or indirectly by theft or attempted theft, unless there is physical evidence of forced entry or exit from the <b>home</b> resulting from such theft or attempted theft.
7. Impact by any vehicle or animal	
8. Riot, civil commotion and malicious damage	More than £10,000 per claim.

<b>What is covered</b> This insurance covers the <b>home</b> for physical loss or damage caused by:	What is <i>not</i> covered We will not pay for anything set out in the general exclusions and general conditions as well as:
9. Subsidence, heave or landslip	Loss or damage to land, patios, terraces, swimming pools, hot tubs, Jacuzzis, ponds, water features, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences, hedges or gates caused by impact and infill.
	Loss or damage caused by riverbank or coastal erosion.
	Loss or damage arising from defective materials or faulty workmanship.
	Loss or damage caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> .
	Loss or damage caused by normal bedding down and settlement of new structures.
	Loss or damage caused by demolition or structural repairs or alterations to <b>your home</b> .
	Loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of <b>your home</b> are also damaged at the same time by the same <b>occurence</b> .
	More than 10% of the amount of a covered loss to your home for any required stabilisation, excavation or replacement of land under or around your home or other permanent structures.
10. Falling trees, telegraph poles or lamp-posts	Loss or damage caused by trees being cut down or cut back at the <b>residence</b> .
	Loss or damage to any fence, gate, hedge, bridge, pier, wharf or deck.
	Removing any part of the tree that is still below the ground when restoring the site.
11. Accidental damage caused by external and visible means from a single identifiable event to, domestic oil pipes, underground water-supply pipes, underground sewers, drains and septic tanks, underground gas pipes underground cables, which <b>you</b> are legally responsible for and which provide services to or from <b>your home</b>	

<b>What is covered</b> This insurance covers the <b>home</b> for physical loss or damage caused by:	What is <i>not</i> covered We will not pay for anything set out in the general exclusions and general conditions as well as:
12. Professional fees and expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for: architects', surveyors', consulting engineers' and legal fees, the cost of removing debris and making safe the <b>home</b> and any costs <b>you</b> have to pay in order to comply with any government or local authority requirements following a covered loss	Any expenses for preparing a claim or an estimate of loss or damage or any costs if government or local authority requirements have been served on <b>you</b> before the loss or damage.
13. Entering into a contract to sell any <b>residence</b> shown in the schedule, <b>we</b> will cover that <b>residence</b> , at the same terms and conditions, for the buyer from the time <b>you</b> exchange contracts (or in Scotland the offer to purchase) until completion of the sale.	Loss or damage covered by this policy that would be covered under another insurance if this policy did not exist. Any loss if the policy no longer remains in force.
14. The cost to remove and replace part of <b>your home</b> or <b>other permanent structure</b> in order to locate the source of escape of a leak from any fixed tanks, apparatus, pipes or any fixed domestic heating installation.	More than £7,500 in any <b>policy period</b> . Loss or damage to the heating or water system itself and the cost of repairing the source of the leak.
15. The following perils in regards to losses to garden or <b>landscaping</b> ,	More than £2,500 in total and no more than £250 for any one tree, shrub or plant.
a. aircraft;	
b. fire, lightning or explosion;	
c. riot or civil commotion;	
d. earthquake;	
e. loss or damage caused by a vehicle not owned or operated by someone who lives at the <b>residence</b> ; or	
f. theft, attempted theft, vandalism or malicious acts.	
16. Replacing the locks in a <b>residence</b> listed on the schedule if the keys to that <b>residence</b> are lost or stolen.	More than £5,000 in any <b>policy period</b> .
17.Fly tipping or trespass, including the removal of any rubbish and waste material that has been left on <b>your</b> land to an officially authorised and licensed waste site.	More than £1,500 per <b>occurrence</b> .

#### C. GENERAL EXCLUSIONS

The following exclusions apply to Part III – Home And Contents section of **your** policy:

#### 1. Aircraft

We do not cover any loss or damage to **aircraft** or **aircraft** parts.

#### 2. Business property

We do not cover any loss or damage to **business** property.

3. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure of **your** property by any government or public authority.

4. Dishonest acts

We do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or an **insured person**.

5. Existing damage

We do not cover any loss or damage which occurred prior to the **policy period**.

6. Erosion

We do not cover any loss or damage caused by coastal or river erosion.

7. Faulty, inadequate or defective planning

We do not cover any loss or damage caused by faulty, inadequate or defective:

a. planning, development, surveying, siting;

b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;

c. materials used in repair, construction, renovation or remodelling; or

d. maintenance of part or all of any property whether on or away from the **residence**.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

8. Frost

We do not cover any loss or damage caused by frost.

9. Goods and Services

We do not cover loss caused by you not receiving goods and services you have paid for.

10. Gradual operating causes or deterioration, breakdown, wear and tear

We do not cover any loss or damage caused by gradually operating causes such as wear and tear (which shall include seepage of water through seams and seals into the **Home** and due to lack of grouting or sealant), deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes.

11. Intentional acts

We do not cover any loss or damage deliberately caused by you or a insured person.

12. Loss by rodents, insects or vermin

We do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted).

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

#### 13. Loss or damage to animals, birds or fish

We do not cover any loss or damage to animals, birds or fish.

14. Misappropriation

We do not cover any loss or damage caused by the taking or other misappropriation of **contents** from **you** or an **insured person** by **you** or an **insured person**.

#### 15. Motorised land vehicles

We do not cover any loss or damage to motorised land vehicles.

#### 16. **Mould**

We do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

#### 17. Nuclear hazard

We do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

#### 18. Pollution or contamination

We do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **pollutants**. We do not cover the cost to extract **pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation.

19. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.
- 20. Renovations and repairs

We do not cover any loss or damage caused by renovating, refinishing, cleaning or repairing any part of **your home** and **contents**.

21. Temperature or dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home**, **other permanent structures** or **contents**.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

#### 23. Terrorism

We do not cover loss caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

24. Unsuitable transportation and packing

We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

#### 25. War or similar risks

We do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

#### 26. Watercraft

#### We do not cover any watercraft.

#### 27. Undamaged items

We will not cover the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design when loss or damage occurs within a clearly identifiable area or to a specific part.

#### 28. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

#### 29. Illegal Occupation Exclusion

Any loss or damage caused by illegal occupation of the **home**, including damage caused by squatters.

### PART IV – LIABILITY

#### **A. BASIS OF COVER**

We will pay damages an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy that arises directly from **your** liability as owner of the **residence** listed on **your** schedule and/or as occupier of the **residence** listed on **your** schedule.

#### **B. PAYMENT OF A LOSS**

The most **we** will pay for all claims for **personal injury** and **property damage** as a result of any one **occurrence** is the liability sum insured shown in **your** schedule. This insurance applies separately to each **insured person** against whom a claim is made or lawsuit is brought, but **we** will not pay more than the limit shown in **your** schedule for any single **occurrence** regardless of the number of **insured persons**, claims made or persons injured.

Payments under Section C. Defence Cover, except any settlement payment, are in addition to the liability sum insured shown in **your** schedule.

#### **C. DEFENCE COVER**

We will pay the legal defence costs and legal expenses incurred by an **insured person** with our prior written consent. In jurisdictions where **we** may be prevented from defending an **insured person** for a covered loss because of local laws or other reasons, **we** will pay only those legal defence expenses incurred with our prior written consent for the **insured person's** defence.

Our duty to pay the defence costs and legal expenses of any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in **damages** for that **occurrence** equals the liability cover limit shown on the schedule of this policy.

#### D. ADDITIONAL COVERS

In addition to **damages** and legal defence costs, **we** also provide related covers. These payments are in addition to the sum insured for **damages** and legal defence costs unless stated otherwise or an exclusion applies.

1. Defective premises act liability

We will cover **damages you** are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the comparable enacting legislation in Scotland, in connection with any **home** which **you** have previously owned or occupied provided that at the time of the incident giving rise to liability **you** had disposed of all legal title to and interest in that **home**, and no other insurance covers the liability.

If the policy is terminated pursuant to a sale of the **home you** will be insured for a period of seven years after the date of termination but the insurance will cover only liability incurred in connection with the **home** and will not apply if the liability is covered under a more recently effected or current policy.

#### 2. Employer's liability

We will pay damages you are legally obliged to pay to domestic employees for injury or illness arising from an accident. The accident must arise from domestic duties the domestic employee undertakes whilst in your employment at a residence listed on your schedule.

We may pay defence costs and legal expenses incurred by **you** with our prior written consent. The most **we** will pay is the domestic employers liability cover limit shown in **your** schedule.

#### **E. EXCLUSIONS**

This policy does not provide cover for liability, defence costs or any other cost or expense for:

#### 1. Business pursuits

**Personal injury** or **property damage** arising out of an **insured person's business** pursuits, investment activity or any activity intended to generate a profit.

However, this exclusion does not apply to voluntary work for an organised and registered charitable, religious or community group.

### PART IV – LIABILITY

#### 2. Care, custody or control

Property damage to property owned by, or in the custody, care or control of, an insured person.

#### 3. Contractual liability

**Personal injury** or **property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

#### 4. Dangerous dogs

**We** do not cover any loss or damage for which an **insured person** may be held liable in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) order 1991 and any amending legislation.

5. Financial guarantee

We do not cover any **home** used as an **insured person's** guarantee of financial performance of any organisation, **insured person** or other individual.

#### 6. Intentional acts

**Personal injury** or **property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an **insured person**. **We** also will not cover claims for acts or omissions of an **insured person** which are intended to result in, or would be expected by a reasonable person to cause, **property damage** or **personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

However, this exclusion does not apply to **bodily injury** if the **insured person** acted with reasonable force to protect any person or property.

#### 7. Insured person

Personal injury to an insured person under this policy.

#### 8. **Mould**

**Personal injury** or **property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mould**.

#### 9. Nuclear hazard

**Personal injury** or **property damage** caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

#### 10. Transmittable diseases

**Personal injury** resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an **insured person** to anyone. **We** do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

11. War

**Bodily injury** or **property damage** caused directly or indirectly by war, including the following and any consequence of the following:

- i. undeclared war, civil war, insurrection, rebellion, or revolution;
- ii. warlike acts by a military force or military personnel; or
- iii. the destruction, seizure or use of property for a military purpose. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

### PART IV – LIABILITY

#### 12. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

13. Illegal Occupation Exclusion

Personal injury or property damage caused by illegal occupation of the home, including damage caused by squatters.

14. Losses away from the **home** exclusion

Any **personal injury** or **property damage** other than those that arise directly from **your** liability as owner of the **residence** listed on **your** schedule and/or as occupier of the **residence** listed on **your** schedule. There is no cover under this section for any **occurrence** that could give rise to **personal injury** or **property damage** if the **occurrence** happens outside of the **home** or grounds of the **residence** listed on **your** schedule.

We will not be liable to pay any claim under this insurance unless **you** and any **insured person** comply with all the requirements in the following conditions:

#### 1. Works to your home

You must notify us of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to your home and/or other permanent structures with a value that exceeds £15,000. In the event that you do not notify us accordingly we reserve all our rights under the policy to charge you an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to your home and or other permanent structures, or terminate the policy.

#### 2. Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us** without **our** written consent.

#### 3. Bankruptcy or death

An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings. Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

#### 4. Disclosure of information

**You** must take reasonable care to make sure that all facts and information provided to **us** when taking out, renewing, or requesting changes to the cover provided by the policy, are accurate and complete.

Please tell **your** insurance advisor as soon as reasonably practicable to let **us** know if there are any changes to the information set out in the application form/or statement of fact or on **your** schedule. **You** must also tell **your** insurance advisor as soon as reasonably practicable to let **us** know about the following changes:

- a. any change to the people insured or to be insured;
- b. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under £15,000;
- c. if **your** property is to be lent, let or sublet other than temporary lets;
- d. any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
- e. if your property is used for business purposes other than occasional clerical work;
- f. any change to the occupancy of **your** property;
- g. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (this does not include motoring offences).

If **you** fail to exercise reasonable care, **we** will treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if **you**:

- a. deliberately or recklessly gave us inaccurate or incomplete information; or
- b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have covered **you** at all, had **we** known about such information. **We** will return the premium provided that **you** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if **you** had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured **you** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms.

In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms.

If **we** would have provided **you** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and an **insured person** fails to comply with this condition, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

#### 5. Concealment or fraud

Your ability to make a claim may be prejudiced if, whether before or after a loss you:

- a. intentionally concealed or misrepresented any statement of fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

#### Fraudulent claims

If you make a fraudulent claim under this policy, we:

- a. may not be liable to pay any part of the claim;
- b. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and
- c. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any **occurrence** occurring after that date and are entitled to receive and retain the full premium.

#### 6. Sanctions

We shall not be deemed to provide cover and we shall not 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**, **our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

#### 7. Construction, severability and conformance to statute

- a. if any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy;
- b. if any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law;
- c. any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

#### 8. Cancellation period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** at:

Private Client Group Azur 4 Christopher Street London EC2A 2BS

within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

We will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due.

#### 9. Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the AIG corporate exchange rate applicable at the date of the claim / incident. Details of the applicable exchange rate are available upon request.

#### 10. Law

Unless the schedule provides to the contrary, this contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

#### 11. Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

#### 12. Maintenance

You must maintain your home in a good state of repair.

#### 13. Other insurance

If a loss covered by this policy would be covered under another insurance if this policy did not exist, **we** would only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

#### 14. Our cancellation

We may cancel **your** policy by giving **you** 14 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium or to comply with the Part V – General Conditions under **your** policy which cannot be remedied. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part V – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

#### 15. Recovery from third parties

If **you** or an **insured person** has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

#### 16. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

#### 17. Sum insured adequacy

You must keep the sums insured at a level which represents the full value of the property. Full value should represent:

a. for the home and other permanent structures – the full rebuilding cost including removal of debris and professional fees;

b. for **contents** and personal possessions – the replacement cost as new.

If **you** do not do this it may prejudice the settlement of any claim being made in full.

#### 18. Your cancellation

You may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left.

#### 19. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period** as per the terms contained in the annual renewal notice unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

We will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

#### 20. Security and heating

The following conditions apply to all **homes** listed on the schedule:

#### a. **You** must:

- i. maintain the security precautions at the **home** as stated in **your** statement of fact document;
- ii. advise **us** before changes to the security at the **home** are made; and
- iii. put all the security precautions into operation whenever the **home** is left unatttended.
- b. We will not pay a claim for escape of water and/or oil or freezing water, unless:
  - i. central heating is installed and in operation to maintain at all times a minimum of 15 degrees celsius or the water is turned off at the mains and the water system is drained; and
  - ii. the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.
- 21. Losses not covered by this policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you** or the person who is liable.

22. Payment of premium

You must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

### PART VI - COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, and complete and submit the form. Alternatively phone **us** or write to **us** using the appropriate contact details below:

#### CLAIMS RELATED COMPLAINTS

**ALL OTHER COMPLAINTS** 

Claims Manager	Customer Relations
Private Client Group	Private Client Group
Azur	Azur
4 Christopher Street	4 Christopher Street
London	London
EC2A 2BS	EC2A 2BS
Telephone: +44 (0)20 3319 8999	Telephone: +44 (0)20 3319 8907
Email: complaints@azuruw.com	Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints	Online: www.azuruw.com/contact-us/complaints

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

We will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

If **you** are not happy with the complaint outcome, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them using the appropriate contact details below:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk Online: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.

#### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**Your** insurance is covered by the FSCS. If **our** insurers are unable to meet their financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk and on 020 7741 4100, or 0800 678 1100.

For more information, please contact us at:

Azur Underwriting Limited 4 Christopher Street London EC2A 2BS

Telephone: +44 (0)20 3319 8888

www.azuruw.com

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