

UNOCCUPIED PROPERTY POLICY SUMMARY

The following summary does not contain the full terms and conditions of the contract which can be found in the insuring document. The summary does not form part of your contract of insurance.

INSURER

This insurance is underwritten by Lemma Europe Insurance Company Limited, registered address (Reg No 96577) 57/63 Line Wall Road, Gibraltar. Lemma Europe Insurance Company Ltd is also registered with the Financial Services Authority (FSA) 25 North Colonnade, Canary Wharf, London E14 5HS under Firm Number 477453. This can be verified by visiting the FSA web site www.fsa.gov.uk/register or by phoning them on 0845 606 1234

ABOUT YOUR POLICY

This Insurance provides the following coverage:

Cover specific features and benefits (referenced to the sections contained in the insurance document)

Buildings are defined as:

- (a) the Buildings of the Private Dwelling(s) situated within the Premises specified in the Schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tile, concrete, asphalt or of any entirely incombustible mineral ingredients - being for the purpose of this Insurance Standard Construction,
- b) interior decorations and fixtures and fittings within the buildings,
- c) domestic outbuildings and garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by the Assured or for which the Assured is legally responsible and within the premises specified in the Schedule.

Contents are defined as: Household goods and all other personal property, tenant's fixtures and fittings including radio and television aerials, satellite dishes, their fittings and masts, that are fixed to the Private Dwelling(s), all of which are owned by or are the legal responsibility of you or any permanent member of your household .

Buildings and Contents are covered for loss or damage caused by:-

- Fire, Lightning, Explosion or Earthquake
- Aircraft and other Flying Devices
- Storm, Flood, Weight of Snow
- Escape of Oil from fixed domestic oil-fired heating installations
- Escape of Water from fixed water tanks, apparatus or pipes
- Accidental damage to oil pipes, underground supply pipes, sewers, drains and cables
- Theft or attempted theft
- Collision by any vehicle or animal
- Riots, Strikes, Violent Disorder, Civil Commotion and Malicious Damage
- Subsidence or Heave of the site or Landslip
- Falling Trees, Lamp-posts or Telegraph Poles

The Buildings and Contents sums insured are index linked to protect you against inflation (only if applicable)

Buildings cover also includes

- Frost damage to fixed water tanks, apparatus and pipes
- Damage caused by falling aerials and satellite dishes
- Breakage of fixed glass, solar panels, sanitary fixtures and ceramic hobs
- Loss of rent due to you and temporary accommodation costs up to 10% of the sum insured for Buildings
- Architect's and Surveyor's fees, debris removal and additional costs as a result of Local Authority requirements
- Increased domestic metered water charges up to £750 in all following an escape of water
- Anyone buying your home until completion of sale
- Your legal liability as owner up to £2,000,000 for any one accident or series of accidents arising out of one event
- 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, limited to the period the buildings are uninhabitable.

SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS

UNOCCUPANCY CLAUSE

Whilst the Premises are left unoccupied :-

- a) the Premises are inspected at least once in every 21 day period by the you or your appointed representative,
- b) the water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating.
- c) If the central heating system is left in operation, it should be set for a minimum continual temperature of 13C.
- d) The property is made secure and external door and window locks of a reasonable standard for the protection of the Premises are fitted and in use at all times.

1) Exclusions that apply to the whole of this insurance:-

- a) Loss or damage caused directly or indirectly by radioactive contamination and nuclear assemblies
- b) Loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- c) Loss, damage or liability resulting from computer viruses, erasure or corruption of electronic data or the failure of any equipment to correctly recognise the date or change of date
- d) Loss, damage or liability caused by Biological or Chemical contamination arising from
 - i) terrorism,
 - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of terrorism.

2) Policy Excess

The standard policy excess is £250. For claims resulting from Subsidence, Landslip or Heave the excess is £1000. Any specific excesses that may be applied will be advised to you.

3) Tell us about any changes in occupancy of the premises

You must tell the insurance broker who sold you this insurance of any changes to the use of the premises. If you do not tell us of these changes your claim may not be covered.

4) Tell us about any changes to the premises

You must tell the insurance broker who sold you this insurance before you start any structural work to the buildings that:-

- change the use of the buildings in any way
- involves the external surfaces of the buildings being affected/changed

How We Settle Your Claim

Buildings - We will pay the full cost to repair or replace the loss or damage providing the buildings have been maintained in a good state of repair and the sum insured is adequate to cover the full cost of rebuilding the home.

Contents - We will at our option either repair, replace or pay for any article lost or damaged.

PERIOD OF INSURANCE

The period covered by this insurance is normally 12 months. Renewal will be subject to the terms and conditions that apply at the time of renewal.

CANCELLATION

You can cancel your new insurance policy up to 14 days from the start of the contract (plus postage time) and receive a full premium refund. After this you may cancel your insurance at any time by writing to us. Any return premium will depend on how long the insurance has been in force and whether you have made a claim. We may cancel your insurance policy by sending you 30 days' notice by registered post to your correspondence address shown in the schedule. Any return premium will depend on how long the insurance has been in force.

CLAIMS

If you believe that you have a claim under this Insurance, you should notify your insurance broker or :

Advance Underwriting Ltd PO Box 186, Ipswich, Suffolk IP4 4HP

Tel: (01473)-711475

Fax: (01473)-400075

Email :enquiries@advanceunderwriting.co.uk

COMPLAINTS

If you have any questions or concerns about your policy or the handling of a claim, in the first instance, contact the insurance broker who sold you this insurance.

If you are still unhappy with any issue connected with the handling of your insurance policy or claim then you should direct your enquiry in writing to:

The Complaints Manager Lemma Europe Insurance Company Ltd, 85 Main Street Gibraltar.

You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to handle/investigate your complaint.

If after taking this action you are still not satisfied please write to

Chief Executive Officer Lemma Europe Insurance Company Ltd, 85 Main Street Gibraltar.

If the matter is not resolved to your satisfaction you may request assistance from:-

The Financial Ombudsman Service

LAW APPLICABLE TO THE INSURANCE

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law, unless the home is in Scotland or Northern Ireland, in which case the insurance shall be subject to the laws of Scotland or Northern Ireland as the case maybe.

ENDORSEMENTS

THE FOLLOWING CLAUSES ARE ONLY APPLY IF LISTED ON THE SCHEDULE

1. ALARM CLAUSE

It is a condition precedent to the liability of Insurers in respect of the peril of theft under this Insurance that :-

a) The burglar alarm system shall have been put into full and effective operation :-

i) whenever the Premises specified in the Schedule is left unattended,
ii) at night

b) The burglar alarm system shall have been maintained in good order throughout the currency of this Insurance under a maintenance contract with a company which is a member of NACOSS (National Approved Council of Security Systems).

2. CLIMATIC CONDITIONS CLAUSE

This insurance does not cover the loss or damage caused by climatic or atmospheric conditions or extremes of temperature, unless such loss or damage would be recoverable under an ordinary fire insurance policy.

3. THEFT LIMITATIONS CLAUSE

This insurance excludes theft or attempted theft from the Premises specified in the Schedule UNLESS consequent upon violent and forcible entry.

4. NON-STANDARD CONSTRUCTION CLAUSE

In consideration of the additional premium paid hereon it is agreed that the term 'standard construction' as defined in Sections 1 and 2 does not apply to the main building of the Private Dwelling situated within the Premises specified in the Schedule.

5. SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION CLAUSE

Peril 9 in Sections 1 and 2 is deleted and of no effect.

6. FLOOD EXCLUSION CLAUSE

It is hereby agreed that Sections 1 and Sections 2 of this Insurance do not cover :-

a) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam:

b) inundation from the sea; or

c) flood resulting from storm, tempest or any other peril OTHER THAN escape of water from fixed water tanks, apparatus or pipes.

7. **CONTRACTORS EXCLUSION CLAUSE**

This insurance excludes loss, damage or liability arising out of the activities of contractors

8. **INDEX-LINKING CLAUSE**

Notwithstanding anything contained herein to the contrary it is understood and agreed that the sums insured in Section 1 and Section 2 will be adjusted each month in accordance with the following indices :-

Section 1 (buildings) : The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors

Section 2 (contents) : The Consumer Durable Section of the General Index of Retail Prices or its equivalent.

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured.

9. **THATCH CLAUSE**

It is a condition precedent to the liability of Insurers that :-

a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and be professionally cleaned once a year prior to winter use

b) Thatchburn Warranty - The old thatch be burnt more than 100 metres from the premises

c) Naked Flame Warranty - No naked flame or tools producing naked flames be present in the attic or loft space at any time.

10. **MORTGAGEES INTEREST CLAUSE**

It is understood and agreed that the interest of the Mortgagee in this Insurance shall not be prejudiced by any act of neglect of the Mortgagor or occupier of any Building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee, provided that the Mortgagee, as soon as reasonably possibly after becoming aware thereof, shall give notice to the Insurers and pay an additional premium if required.

11. **PROTECTIONS CLAUSE**

It is a condition precedent to the liability of Insurers that all protections provided for the safety of the Insured property be maintained in good order throughout the period of this Insurance and be in use at all times when the Premises are left unattended. Such protections shall not be withdrawn or varied without the Insurers' consent.

12. **£500 EXCESS CLAUSE**

A £500 Excess shall apply to all claims under Section 1 and 2 of this Insurance

13. **F.L.E.A. CLAUSE**

It is hereby noted and agreed that the Premises insured hereunder are covered against loss or damage directly caused by the perils of Fire, Lightning, Explosion and Aircraft only.

14. **UNOCCUPANCY CLAUSE**

It is understood and agreed that whilst the Premises insured hereunder are left unoccupied :-

a) the Premises are inspected at least once in every 21 day period by the Assured or his appointed representative,

b) the water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating.

c) If the central heating system is left in operation, it should be set for a minimum continual temperature of 13C.

d) The property is made secure and external door and window locks of a reasonable standard for the protection of the Premises are fitted and in use at all times.

15. **DATE CHANGE CLAUSE**
We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recongise correctly the date change in the year 2000 or any other date change.
16. **MALICIOUS DAMAGE CLAUSE**
This Insurance excludes MALICIOUS DAMAGE cover to the Premises specified in the Schedule UNLESS consequent upon violent and forcible entry
17. **MONTHLY PAYMENT CLAUSE**
It is understood and agreed that this policy runs from month to month and that continuation of cover is dependent upon your paying the premium for each month's over. We will normally only review you premiums once per annum.
18. **LEGAL FEES ENDORSEMENT**
This policy includes Legal Protection Cover in accordance with the enclosed policy document
19. **FLAT ROOF CLAUSE**
It is a warranty of this policy that the flat roof has been inspected and repaired where necessary no earlier than 24 months prior to inception.
It is further warranted that future inspection and repair, renovation and replacement where necessary will take place at no greater than five year intervals with full records of inspections and works retained for our inspection. This warranty is precedent to any liability for claims relating to the flat roof.
20. **CONTRACTORS INCLUSION CLAUSE**
This insurance includes damage caused by Contractors working on the property subject to the Company obtaining subrogation, relief or indemnity from the Contractor for all amounts paid for making good any loss or destruction or damage or accident under this certificate. For this clause to operate the Contractor(s) must be named on the schedule attaching to this insurance