



# Retreat

UK Holiday Home Insurance Policy



2016

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UK Holiday Home Insurance Policy

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## Welcome to Plum Underwriting

Thank you for choosing to insure your home with Plum Underwriting.

Plum is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our underwriting partners very carefully, based on their financial strength and service capabilities. The underwriter(s) for your policy is as detailed in your Policy Schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

As a result of our attention to customer service and policy cover we have been voted among the top 10 Personal Lines insurers by UK brokers for the last 5 years running. We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



David Whitaker  
**Managing Director**



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## UK Holiday Home Insurance Policy

### Your Policy

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings have been defined and are in bold.

The **policy** sections are:

1. **Buildings**
2. **Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. Legal Expenses

### Your Policy Documentation

**Your schedule** details which sections are covered and which **underwriter** is providing the cover under each section.

It is essential that **you** read **your policy**, **your schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

Words or phrases with special meanings which have been defined are shown in bold. A list of defined words and their meanings is shown in the section 'Definitions – Words with Special Meanings' which is on page 7.

#### Language

The language of this insurance contract and all communications relating to it will be in English.

#### Correct Information and Changes in Circumstances

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

**You** must therefore ensure to the best of **your** knowledge and belief that all the information **you** provide to **us** is correct and accurate at all times.

**You** must notify **us** as soon as practicably possible via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

**We** will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

1. Continue **your policy** unchanged
2. Backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not being paid under this insurance.
3. Cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your policy schedule** of insurance. This could result in a claim not being paid under this insurance.
4. Treat **your policy** as if it never existed

**We** will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- deliberately misrepresented any information given
- deliberately or falsely overstated information given

## Cooling Off & Cancellation

### Cooling-Off Period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker or insurance intermediary** within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

**We** will refund any premium **you** have paid, providing that **you** have not made a claim.

### Cancellation

1. Cancellation of **your policy** by **you**:

**You** may cancel this **policy** at anytime by notifying **us** via **your broker or insurance intermediary**.

2. Cancellation of **your policy** by **us**:

**We** may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 21 days written notice via **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated in **your** latest **schedule**.

**We** will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** by **us**.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **You** have deliberately misrepresented any information given to **us**.
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulent in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

Examples 4 & 7 above are more likely to result in **us** treating **your policy** as if it never existed as detailed under the 'Correct Information and Changes in Circumstances' notice under the 'Your Policy Documentation' section on page 2.

3. Cancellation by **us** following a fraudulent claim

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act.

4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the period for which **you** have been insured.

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## Customer Service & Complaints Procedure

Plum Underwriting and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

### Financial Ombudsman Service

Complaints that Plum Underwriting or **underwriters** cannot settle may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

Please see the customer complaints procedure shown in **your schedule** for details of the Financial Ombudsman Service.

## Authorisation, Regulation & Compensation

### Plum Underwriting Limited

Plum Underwriting Limited is registered in England and Wales: 04509589, 36-38 Botolph Lane, London, EC3R 8DE

Plum Underwriting Limited is authorised and regulated by the Financial Conduct Authority, FRN 309166.

### Underwriters

The **underwriters** for **your policy** are detailed on **your policy schedule** under the 'underwriters' section.

**You** can also visit our website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

All **underwriters** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise in **your schedule**.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs, from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

**You** can contact the FCA as follows:

The Financial Conduct Authority  
25 The Colonnade  
Canary Wharf  
London E14 5HS

UK: 0800 111 6768 (freephone)  
From abroad: +44 20 7066 1000  
Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

## Authorisation, Regulation & Compensation

### Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

**You** can contact the PRA as follows:

The Prudential Regulation Authority  
Bank of England  
Threadneedle Street  
London EC2R 8AH

Telephone: +44 (0)20 7601 4878  
From abroad: as above  
Email: [enquiries@bankofengland.co.uk](mailto:enquiries@bankofengland.co.uk)

### Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **underwriter** is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Telephone: 0800 678 1100

Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fscs.org.uk](http://www.fscs.org.uk).

### Subscribing Underwriters' Several Liability

**Your policy** or sections of **your policy** may be underwritten by more than one **underwriter**. **Your schedule** confirms who the **underwriter(s)** are for **your policy** or section of **your policy**.

Where there is more than one **underwriter** noted, each **underwriter** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **underwriter(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **underwriter** noted in the event that for what ever reason, another **underwriter** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **underwriter** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Limited chooses **underwriter(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** are also covered by the Financial Services Compensation scheme as detailed at the top of this page.

**You** can also visit our website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Contracts (Right of Third Parties) Act 1999

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

### Protecting your Information

All personal information about **you** will be treated as private and confidential (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to insurance companies and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the Data Protection Act 1998, under which **you** have a right of access to see personal information about **you** that is held in our records, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.

Plum Underwriting Ltd and/or the **underwriters** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

## How to make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate, please refer the following pages which explain **your** duties in the event of a claim and how **we** deal with **your** claim:

For Sections 1 to 4 please see pages 16 and 17. For Section 5 please see page 34 and 35.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy**. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) 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.

### Bodily injury

Shall include death or disease.

### Buildings

- the **holiday home** and its decorations
- fixtures, fittings and fitted appliances attached to the **holiday home**
- underground services, sewers, pipes, cables and drains which connect to the public mains
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named in the **schedule**

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

### Contents

Household goods and other items within the **holiday home** which belong to **you** or for which **you** are legally liable for.

**Contents** includes:

- leaseholder's fixtures and fittings (not tenant's)
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**
- property in the open but within the **premises** up to £1,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**)
- **precious metals** up to £2,500 per claim within the private dwelling
- pedal cycles up to £500 in total per claim
- **contents** in garages and outbuildings up to £2,500 in total per claim
- **Fine art and antiques** up to 10% of the **contents sum insured** in total per claim

**Contents** does not include:

- motor vehicles (other than domestic gardening equipment, motorised mobility scooters, electric wheelchairs or powerchairs), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **contents** used or held to furnish the **premises** for use as a **holiday home**.
- any property insured under any other insurance
- deeds, registered bonds and other such documents
- gemstones, jewellery, watches and furs
- land or water
- stamp or coin collections
- **money** and **credit cards**

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## Definitions - Words with Special Meanings

### Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

### Domestic employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **holiday home**.

### Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

### Excess

The amount shown in **your schedule** or **endorsement** which **you** will be responsible for paying in the event of each and every claim.

### Fine art and antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

**Fine art and antiques** does not include **precious metals**.

### Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### Holiday home

The private dwelling, the garages and outbuildings used as a **holiday home** at the **premises** shown on **your schedule**.

### Landslip

Downward movement of sloping ground.

### Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose

### Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

### Precious metals

Gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

### Policy

The **policy** wording as referenced by the **policy** wording reference in **your schedule**, **your schedule** including any **endorsement(s)**.

### Premises

The address which is named in the **schedule**.

## Definitions - Words with Special Meanings

### Rebuilding expenses

- Necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

### Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

### Schedule

The **schedule** is part of this insurance and contains details of **you, your** statement of fact, the **premises**, the **sums insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and the sections of this insurance which apply.

### Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

### Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

### Sum(s) Insured

The amounts shown against each section, limit and/or item in **your schedule** and/or in this **policy**.

### Swimming pools

Swimming pools which are permanently installed.

### United Kingdom

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

### Unfurnished

When the **holiday home** is not furnished for anyone to live in.

### Unoccupied

When the **holiday home** is not being lived in and occupied overnight by **you, your** tenants or **your** invited guests.

### We/us/our/underwriters

Underwriters as named in **your schedule**.

### You/your/insured

The person, persons, organisation or company named in the **schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner, and **domestic employee(s)** who permanently live in the **holiday home**.

If **you** die **your** personal representatives will be covered to pursue or defend cases covered section 5 of this insurance on **your** behalf that arose prior to or out of **your** death.

### Your broker or insurance intermediary

The person or persons who placed this insurance on **your** behalf.

### General Conditions

The following conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the conditions this insurance may become invalid or affect the settlement of any claim under this **policy**.

#### 1. Multiple Premises

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

#### 2. Safeguarding your Property

**You** must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury

#### 3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and where **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** where the estimated cost is more than £25,000, **we** will not pay **your** claim.

**You** do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

#### 4. Index Linking

**Your buildings sum insured** is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

**Your contents sum insured** is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

#### 5. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

**We** can supply on written request to **us** details of the databases **we** access or contribute to.

#### 6. Premium Payment

**We** will not make any payment under this **policy** unless **you** have paid the premium.

#### 7. Other Insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Section 2-Holiday Home Contents, Additional Cover D).

## General Conditions

### 8. Sums Insured

**You** have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

**Your sum insured** for **contents** must be the cost to replace as new.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### 9. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect **we** will cancel this **policy** from the date of the fraudulent act.

**We** will seek to recover any payments from **you** which **we** have already made in respect of the fraudulent claim.

This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the **policy** will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **we** will seek to recover any payments from any previous claims which **we** paid **you** on or after the date of the fraudulent act.

### 10. No Claim Discount

If **you** make a claim under **your policy** **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** **we** will increase **your** No Claim Discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

### 11. Holiday Home Type

The **holiday home** type **we** have accepted and agreed is shown on **your schedule**. If at the time of a claim the **holiday home** type differs to what is shown on **your schedule** **we** will follow the procedure as detailed in the 'Correct Information and Changes in Circumstances' clause under the 'Your Policy Documentation' section on page 2 of this **policy** wording.

### 12. Security of the Holiday Home

**We** will not pay any claim for loss or damage resulting from unauthorised entry into the **holiday home** unless the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed conforming to British Standard 3621 or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock conforming to British Standard 3621 or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom.
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks.

## General Conditions

### 13. When the Holiday Home is Unoccupied or Unfurnished

We will not pay any claim for loss or damage resulting from unauthorised entry into the **holiday home** when the **premises** are **unoccupied** or **unfurnished**, unless **you** or **your** adult representative ensures that the security of the **holiday home** is in full and effective operation.

We will not pay any claim unless **you** or **your** adult representative:

- inspects the **premises** internally and externally once every 30 days
- keep a record of dates, times and any observations of internal and external inspections
- provides **us** with a copy of the inspection record when requested

Example of an inspection record:

Name	Date	Time	Observations/Actions
John Smith	17/12/2015	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

Please refer to the section 'Protecting Your Holiday Home' on page 13 for additional tips on protecting **your holiday home** while it is not being lived in.

### 14. Condition of Property

**You** must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **holiday home** has deteriorated by any means and/or the **holiday home** has been subject to unlawful access or attempted unlawful access of any kind.

### 15. Inventory of the Holiday Home

If **you** rent the **holiday home** as a holiday let **you** must ensure that **you** have an inventory of all the **contents** in the **holiday home** and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each holiday let.

## Protecting Your Holiday Home

### Inspection Checklist

Whilst the list is not exhaustive, the following checklist is designed to help **you** ensure that **your** inspection is as thorough as possible:

- Windows shut and fastened and locked
- All external doors shut, fastened and locked when the **premises** are left unattended
- Check throughout the property for any signs of ingress of water
- Check inside and outside of the property for any signs of leaks/escape of water
- Check all windows and doors of the property for signs of any attempted forced entry
- Remove any build up of newspapers and post
- Consider sealing letter box
- Remove any rubbish that has accumulated outside of the property or in doorways/porches
- If fitted, ensure the intruder alarm system is fully functional and operates correctly
- If fitted, ensure the CCTV system is fully functional and operates correctly
- Ensure electrical appliances are switched off when not in use
- Ensure any uncontained electrical wiring is in good condition and no bare wires are showing
- Roof tiles are in good order, no slipped or broken tiles
- Flat roofs are in good condition, no rips/tears or pooling of water
- Ensure gutters and rainwater goods are regularly checked and cleared of any build up of leaves/rubbish
- Ensure trees and shrubs are maintained with any damage/diseased sections being removed
- Gardens are maintained with rubbish removed
- Ensure aerial and satellite dishes are secured
- Internally ensure water is free running through **sanitary ware** and there are no signs of blockages
- Lift drain inspection covers to ensure water is free running and that there are no signs of blockages
- Check the level of oil in external tanks is in line with expectation
- Check oil tanks externally for damage or leaks
- Check any outbuildings, sheds or barns for any attempted forced entry

### General Exclusions

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

#### What is not covered:

1. Any loss or damage
  - that is not associated with the incident that caused **you** to claim
  - occurring before cover starts or arising from an event before cover starts
  - caused by deliberate acts by **you** or any of **your** employees
  - or liability caused by deception other than by any person using deception to gain entry to **your holiday home**
  - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority
  - caused by *wear and tear* or any other gradually operating cause, *mechanical or electrical breakdown*, fault or failure

#### **Examples of wear & tear excluded under this policy include but are not limited to the following:**

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

#### **Examples of mechanical & electrical breakdown excluded under this policy include but are not limited to the following:**

- Electrical failure of an electrical component in televisions, computers etc
- Mechanical failure of a clock mechanism

2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from;
  - a) **computer viruses**, erasure or corruption of electronic data;
  - b) the failure of any equipment to correctly recognise the date or change of date.
5. Any loss or damage or liability occasioned by, happening through or resulting from:
  - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
  - 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.

## General Exclusions

6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from;
  - a) any legal liability of whatsoever nature;
  - b) death or injury to any person;caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
  - (i) an **act of terrorism**; and/or
  - (ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **act of terrorism**.
7. Any reduction in value of the property insured following repair or replacement paid for under this insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or 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 sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.

### Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

#### 1. Your duties in the event of a claim – Things you need to do

a) **Notifying us of a Claim**

**You** must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule**.

b) **Circumstances of the Claim**

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

c) **Liability Claims**

**You** must forward to **us** as soon as practicably possible, notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.

d) **Notifying the Police or Other Relevant Authorities**

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Police as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report

e) **Our Representatives**

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

f) **Other Information and Assistance**

**You** must promptly provide any information and assistance **we** may require.

g) **Your Authority**

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

h) **Your Duty of Care**

**You** must take all care to limit any loss, damage or injury.

i) **Evidence & Value**

**You** must provide **us** with evidence of value or age (or both) for all items involved in a claim.

j) **Your Property**

**Your** property shall remain **yours** at all times. **We** shall not take ownership of or accept liability for any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

k) **Holiday Let Agreement(s)**

**You** must provide **us** with a copy of any bookings and holiday letting agreement(s) if **you** let out **your holiday home**.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.

## Claims Conditions

### 2. How we deal with your claim

#### a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim - Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

#### b) Defence of Claims

**We** have the right to:

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

#### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

#### d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so

#### e) Excess

If **your** claim is in respect of a single event and **we** are paying **you** under multiple sections of **your policy** then **we** will only deduct the highest **excess** of those sections rather than deducting each **excess** under each section.

## Section 1 - Buildings - Standard Cover

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

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

### What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation

### What is not covered

**We** will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **holiday home** is **unoccupied** for more than 14 consecutive days between 1st November and 31st March unless:
  - **you** or a responsible adult representative of **yours** turns off the water at the internal stopcock and ensures all the tanks and pipes are drained, the taps must be left open and plug holes left unobstructed, OR
  - the central heating system is in constant operation to maintain a minimum temperature of 60 degrees Fahrenheit (15 degrees Celsius)
- d) loss or damage whilst the **holiday home** is **unfurnished**.
- e) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) any amount over £50,000 for clean up costs following an escape of oil.

## Section 1 - Buildings - Standard Cover

### What is covered

6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. falling trees, telegraph poles or lamp-posts

### What is not covered

#### We will not pay

- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and/or forcible entry or exit.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your holiday home** is damaged by the same cause and at the same time.
- b) for loss or damage caused by impact and infill.
- c) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- d) for loss or damage caused by **settlement**.
- e) for loss or damage caused by riverbank or coastal erosion.
- f) for loss or damage arising from defective materials or faulty workmanship.
- g) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.
- b) for loss or damage to gates and fences.
- c) for removing any part of the tree that is still below the ground.
- d) for restoring the site.

### Section 1 - Buildings - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section of **your schedule**.

#### What is covered

This section of the insurance also covers

#### A - Accidental Damage to Fixtures & Fittings

**We** will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

#### B - Accidental Damage to Services

**We** will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your holiday home**.

#### C - Loss of Rent/Alternative Accommodation

The rent **you** would have received but are unable to recover while the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover; or

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you**, **your** guests, **your** tenants and **yours**/their pets as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

#### D - Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

#### What is not covered

**We** will not pay

a) for loss or damage while the **holiday home** is **unfurnished**.

a) for loss or damage while the **holiday home** is **unfurnished**.

- a) any amount over 20% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 12 months for this additional cover.
- f) any loss of rent at the same time as paying the cost of alternative accommodation.
- g) any alternative accommodation at the same time as paying loss of rent.

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

## Section 1 - Buildings - Additional Cover

### What is covered

#### E - Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

#### F - Sale of **your Premises**

Anyone buying the **premises** will be entitled to the benefit of section 1 for the period from exchange of contracts (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner

#### G - Trace & Access

The costs incurred to find the source of escape of:

- Water, oil or gas from any domestic water or heating installation within the **holiday home** including subsequent repairs to walls, floors and ceilings
- Water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **holiday home** but at the address shown on **your schedule**.

#### H - Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

#### I - Squatters

The cost of alternative accommodation for **you**, **your** guests, **your** tenants and **yours**/their pets while **your holiday home** is occupied by squatters.

#### J - Ground Rent

Ground rent which **you** have to pay whilst the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

#### K - Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

### What is not covered

#### We will not pay

- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
- b) for loss of metered water whilst the **holiday home** is **unfurnished**.

- a) if the **buildings** are more specifically insured under any other insurance.

- a) more than £5,000 in any **period of insurance**.
- b) any costs incurred whilst the **holiday home** is **unfurnished**.

- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
- b) for loss of oil whilst the **holiday home** is **unfurnished**.

- a) more than £5,000 any one claim.

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 12 months for this additional cover.

- a) more than £1,000 any one claim.

## Section 1 - Buildings - Additional Cover

### What is covered

#### L - Replacement Locks

Costs **you** have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the **holiday home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

#### M - Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **holiday home** without **your** consent

#### N - Emergency Entries

Damage to the **buildings** caused when the fire service, the Police or the ambulance service have to make a forced entry because of an emergency to **you** or any guests staying at **your holiday home**.

#### O - Garden, Plants & Shrubs

Damage to **your** garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft theft, vandalism and malicious damage.

#### P - Theft or attempted theft by Guests/Tenant(s)

**We** will pay for theft or attempted theft by **your** guest(s) or tenant(s).

### What is not covered

#### **We** will not pay

- a) any amount over £2,500 in any **period of insurance**.  
If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total
- a) more than £2,500 any one claim
- b) where **you** have not acted to as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.
- a) more than £1,000 any one claim.
- a) more than £1,000 any one claim.
- b) more than £250 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) any plants grown on a commercial basis.
- a) more than £5,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.

## Section 1 - Buildings - Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

This extension covers **accidental damage** to the **buildings**

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for damage while the **holiday home** is being altered, repaired, maintained or extended.
- d) for the cost of maintenance and routine decoration.
- e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- f) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- h) for damage caused by chewing, tearing, scratching or fouling by **your** or **your** guests/tenants pets.

## Section 1 - Buildings - Conditions that Apply to this Section Only

### How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown in **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### Limit of insurance

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

## Section 2 - Holiday Home Contents - Standard Cover

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

**We** will not pay more than the **sum insured** less the **excess** shown in **your schedule**.

### What is covered

This insurance covers the **contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

### What is not covered

**We** will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for property in the open.
- a) for loss or damage while the **holiday home** is **unoccupied** for more than 14 consecutive days between 1st November and 31st March unless:
  - **you** or a responsible adult representative of **yours** turns off the water at the internal stopcock and ensures all the tanks and pipes are drained, the taps must be left open and plug holes left unobstructed, OR
  - the central heating system is in constant operation to maintain a minimum temperature of 60 degrees Fahrenheit (15 degrees Celsius)
- b) loss or damage whilst the **holiday home** is **unfurnished**.
- c) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) any amount over £50,000 for clean up costs following an escape of oil.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and/or forcible entry or exit.
- a) for loss or damage while the **holiday home** is **unfurnished**.

## Section 2 - Holiday Home Contents - Standard Cover

### What is covered

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. falling trees, telegraph poles or lamp-posts

### What is not covered

**We** will not pay

- a) for loss or damage caused by impact and infill.
  - b) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
  - c) for loss or damage caused by **settlement**.
  - d) for loss or damage caused by riverbank or coastal erosion.
  - e) for loss or damage arising from defective materials or faulty workmanship.
  - f) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

### Section 2 - Holiday Home Contents - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section of **your schedule**.

#### What is covered

This section of the insurance also covers

#### A - Accidental Damage to Electronic Equipment

**We** will pay for **accidental damage** to the following electronic equipment situated in **your holiday home**:

- televisions, satellite decoders
- audio and visual equipment including MP3 players, cameras and portable DVD and BluRay players
- radios
- home computers, laptops, tablets and e-readers
- gaming consoles, including hand held gamers
- mobile phones

#### B - Temporary Removal of **Holiday Home Contents**

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover while **your contents** are temporarily away from **your holiday home** for up to a maximum of 120 days in any one **period of insurance**.

#### C - Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you**, **your** guests, **your** tenants and **yours**/their pets as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

#### D - Fatal Injury

Fatal injury to **you**, any member of **your** immediate family, including civil partners and co habiting partners who permanently reside with **you** at **your** main home whilst at the **premises** of **your holiday home** caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury.

#### What is not covered

**We** will not pay

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
  - b) for damage to tapes, records, cassettes, discs, memory sticks or computer software.
  - c) for mechanical or electrical faults or breakdown.
  - d) any amount recoverable from **your** guest(s) or tenant(s) deposit.
- a) for **contents** outside the **United Kingdom**.
  - b) any amount over £10,000.
  - c) **contents** removed for sale or exhibition.
  - d) theft unless the loss or damage follows breakage or damage in the **holiday home** in the course of entry.
  - e) more than 30 days in any professional storage facility.
  - f) for **your contents** temporarily away from **your holiday home** unless they are:
    - in any occupied private dwelling
    - in any building where **you** are living or working
    - in any building for valuation, cleaning or repair
    - in any professional storage facility
    - in any bank or safe deposit
- a) any amount over 20% of the **holiday home contents sum insured**.
  - b) any alternative accommodation payable after the property is reinstated and ready for habitation.
  - c) any costs incurred without **our** agreement to pay.
  - d) any costs recoverable elsewhere.
  - e) more than 12 months for this additional cover.
- a) more than £10,000 for each insured person (or £5,000 for each insured person under sixteen (16) years of age) at the time of death.
  - b) fatal injury of any **domestic employee(s)**.
  - c) fatal injury of **your** tenants or **your** invited guests.
  - d) more than once under **your policy** for any one incident.

## Section 2 - Holiday Home Contents - Additional Cover

### What is covered

#### E - Replacement Locks

Costs **you** have to pay as leaseholder (not tenant) for replacing locks and keys to safes, alarms, outside doors and windows of the **holiday home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

#### F - Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Holiday Home Contents – Standard Cover

#### G - Loss of Oil

Loss of domestic oil from fixed fuel oil tanks

#### H - Domestic Freezer Cover

The cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes

#### I - Guests & Visitors Personal Effects

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover for **your** personal guests, visitors and **domestic employee(s)** personal effects not insured elsewhere while in **your holiday home**.

#### J - Theft or attempted theft by Guests/Tenant(s)

**We** will pay for theft or attempted theft by **your** guest(s) or tenant(s).

#### K - Common Parts

Loss or damage to **holiday home contents** of Common Parts of the **premises** to which all guests or tenants have access following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

### What is not covered

**We** will not pay

- a) any amount over £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
- b) for loss of metered water whilst **your holiday home** is **unfurnished**.
- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
- b) for loss of oil whilst **your holiday home** is **unfurnished**.
- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- c) more than £500 in any one claim.
- d) for the domestic freezer contents of **your** tenants/paying guests.
- a) more than £500 any one claim.
- b) for the personal effects of **your** tenants/paying guests.
- a) more than £5,000 any one claim
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit
- a) more than £1,000 in any **period of insurance**.

## Section 2 - Holiday Home Contents - Additional Cover

### What is covered

#### L - Ground Rent

Ground rent which **you** have to pay whilst the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover

#### M - Household Removals

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover while **your contents** are being permanently removed from **your holiday home** to any other holiday home **you** are going to use or holiday let including while they are being temporarily stored for up to 72 hours.

### What is not covered

#### **We** will not pay

- any amount over 10% of the **holiday home contents sum insured**.
- any ground rent payable after the property is reinstated and ready for habitation.
- any costs incurred without **our** agreement to pay.
- any costs recoverable elsewhere.
- more than 12 months for this additional cover.

- for **contents** outside the **United Kingdom**
- for loss or damage to porcelain, china, glass and other brittle articles.

## Section 2 - Holiday Home Contents - Accidental Damage

The following applies only if **your schedule** shows that **accidental damage** to **contents** is included.

### What is covered

This extension covers **accidental damage** to the **contents** within **your premises**.

### What is not covered

#### **We** will not pay

- for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- for damage caused by chewing, tearing, scratching or fouling by **your** or **your** guests/tenants pets.
- for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

## Section 2 - Holiday Home Contents - Conditions that Apply to this Section Only

### How we deal with your claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section 2.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where **we** will pay up to the value of the item at the time of loss or damage.

2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown in **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your holiday home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire **contents** of **your holiday home** as new, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### Limit of insurance

**We** will not pay any more than the **sum insured** for the **contents** less the **excess** of each **premises** shown in **your schedule**.

## Section 3 - Accidents to Domestic Employees

This section applies only if the **contents** are insured under Section 2.

### What is covered

**We** will pay **you**

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown in the **schedule**.

### Limit of insurance

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

### What is not covered

**We** will not pay **you** for **bodily injury** arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).

## Section 4 - Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this insurance.

### Part A - Legal Liability

Part A of this section applies in the following way:

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

#### What is covered

**We will pay you**

- i) as owner or occupier for any amounts **you** become legally liable to pay as damages for
  - **bodily injury**
  - damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

- ii) as a private individual for any amounts **you** become legally liable to pay as damages for
  - **bodily injury**
  - damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

#### What is not covered

**We will not pay you** for any liability

- a) for **bodily injury** to
  - **you**
  - any member of **your** immediate family that lives with **you** at **your** main home.
  - any person who at the time of sustaining such injury is employed by **you**.
- b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of
  - **you**
  - any member of **your** immediate family that lives with **you** at **your** main home
  - any person is employed by **you**.
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than using the **premises** as a **holiday home** as stated in **your schedule**.
- g) which **you** have assumed under contract and which would not otherwise have attached.
- h) arising out of **your** ownership, possession or use of:
  - i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises**
    - pedestrian controlled gardening equipment used elsewhere and
    - motorised mobility scooters, electric wheelchairs or powerchairs
  - ii) any power-operated lift (other than domestic stairlifts)
  - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

## Section 4 - Legal Liability to the Public

### What is covered

#### Part B - Unrecovered Damages

##### We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have paid **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

#### Part C - Defective Premises Act

##### We will pay for

any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by **you**.

##### Limit of insurance

##### We will not pay

- in respect of pollution and/or contamination: more than £2,000,000 in all
- in respect of other liability covered under section 4: more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

### What is not covered

- iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, The Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991 or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
  - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

##### We will not pay **you**

- a) for any amount in excess of £100,000.

##### We will not pay **you**

- a) for any liability if **you** are entitled to payment under any other insurance .
- b) for the cost of repairing any fault or alleged fault.

### Section 5 - Legal Expenses

This section applies only if **your schedule** shows that it is included.

#### How much we will pay

**Your schedule** shows the provider and **underwriter** of this section.

If a claim is accepted under this insurance, **we** will appoint our panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **You** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers **costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- a) The **insured incident** takes place in the **period of insurance** and within the **territorial limits**
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **underwriter** in connection with the **legal action**.

### Section 5 – Legal Expenses – Additional Definitions - Words with Special Meanings

The following additional definitions apply to this section of the **policy** only. Where the following words appear in bold they have these special meanings:

#### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where it is necessary to start court proceedings or a **conflict of interest** arises, another legal representative nominated by **you**.

#### Advisers' Costs

Legal fees and disbursements incurred by the **adviser**.

#### Adverse Costs

Third party legal costs awarded against **you** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

#### Costs

**Standard advisers' costs** and **adverse costs**.

#### Conflict of Interest

Situations where **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

#### Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

#### Legal Actions

The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.

#### Maximum Amount Payable

The maximum payable in respect of an **insured incident** as shown in **your schedule**.

#### Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a specialist panel solicitor or their agents.

#### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Section 5 – Legal Expenses – Cover

### What is covered

#### Consumer Pursuit

**Costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of the **holiday home** where the **insured incident** occurs at least 120 days after this insurance started. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

#### Consumer Defence

**Costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling **your** own personal goods. This includes the sale of the **holiday home** where the **insured incident** occurs at least 120 days after this insurance started. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

#### Personal Injury

**Costs** to pursue a **legal action** following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

#### Employment Disputes

**Standard advisers' costs** to pursue a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment.

#### Property Damage

**Costs** to pursue a **legal action** for damages against a person or organisation that causes physical damage to the **holiday home**. The damage must have been caused after **you** first purchased this insurance.

### What is not covered

#### We will not pay

- a) where the breach of contract occurred before **you** purchased this insurance
  - b) arising from a dispute with any government, public or local authority
  - c) arising from the purchase of any land or buildings apart from the **holiday home**
  - d) relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - e) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
  - f) arising from planning law
  - g) arising from constructing buildings or altering their structure for **your** use.
- 
- a) where the breach of contract occurred before **you** purchased this insurance
  - b) arising from a dispute with any government, public or local authority
  - c) arising from the sale of any land or buildings apart from the **holiday home**.
- 
- a) arising from medical or clinical treatment, advice, assistance or care
  - b) for stress, psychological or emotional injury unless it arises from **you** suffering physical injury
  - c) for illness, personal injury or death caused gradually and not caused by a specific sudden event.
- 
- a) where the breach of contract occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred
  - b) for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- 
- a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
  - b) in respect of a contract **you** have entered into
  - c) arising from planning law
  - d) arising from constructing buildings or altering their structure for **your** use.

## Section 5 – Legal Expenses – Cover

### What is covered

#### Eviction of Unauthorised Occupants

**Costs** to pursue a **legal action** re-possession of the **holiday home**, if it has been occupied by an unauthorised party.

### What is not covered

- e) arising from:
  - i.) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii.) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii.) land slip meaning downward movement of sloping ground
  - iv.) mining or quarrying

## Section 5 – Legal Expenses - Exclusions

### 1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
- c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval

### 2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **your** insurance advisor, the **underwriter**, the **adviser** or **us**
- c) Any claim **you** make which is false or fraudulent or exaggerated
- d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
- e) **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim arising from:

- a) A dispute between **you** and someone **you** live with or have lived with
- b) **Your** business trade or profession other than as an employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

## Section 5 – Legal Expenses - Conditions

### 1. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this **policy** if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.
  - i.) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.

## Section 5 – Legal Expenses - Conditions

- c) The **adviser** will:-
  - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
  - iii.) Keep **us** advised of **advisers' costs** incurred.
  - iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - v.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in our absolute discretion to allow the case to proceed.
  - vi.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - vii.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- e) The **underwriter** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **adviser** and **us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- h) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

### 2. Disputes

Any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 3. Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests

## Section 5 – Legal Expenses - Claims Procedure

### How to Make a Claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

# Retreat

UK Holiday Home Insurance Policy

Notes:



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