

RESIDENTIAL PROPERTY
OWNERS **INSURANCE**



BaptistInsurance

For Peace of Mind

Policy Document



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Please study this policy carefully to ensure that it meets your needs.

Introduction

Please read this policy carefully to ensure that it meets your needs.

This policy document should be read with the schedule which shows the sections that are in force and the details of your cover.

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

The Baptist Insurance Company plc (“**we**”, “**us**”, “**our**”) is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process ‘special categories of personal data’ such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.baptist-insurance.co.uk/general/privacy-policy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@baptist-ins.com.

Claims enquiries

For enquiries about existing claims, the service is available from Monday to Friday 8am to 6pm.

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week.

Call us on

0345 070 2223

Emergency glass replacement

0345 600 0148

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

Definitions

Each time the following words or phrases appear in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

Building(s)

means the premises including garages and outbuildings used only for domestic purposes and home office use, permanent fixtures and fittings including statues, fountains and hot tubs permanently fixed into the ground, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges and gates all within the boundaries of the land belonging to the premises.

Contents

means household goods, furniture, furnishings, all belonging to ***you*** or for which ***you*** are legally responsible. The term contents does not include the following:

- (i) Cash or money instruments of any description whether negotiable or non- negotiable.
- (ii) Motor vehicles, caravans (touring or static), trailers, aircraft, hovercraft, boats and any accessory which is designed to be used with any of these.
- (iii) Any living creatures, trees, shrubs, plants or grass.
- (iv) Securities and documents of any kind (except as provided for under extension 5 of the Contents Section).
- (v) Fixtures and fittings.
- (vi) Property owned by or the legal responsibility of ***your*** tenant or guest.
- (vii) Satellite dishes and television or radio aerials unless permanently secured to the outside of the premises or shown in the schedule.
- (viii) Property insured separately.
- (ix) Property owned or used for business or professional purposes.
- (x) Personal belongings and valuables.

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non- compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***.

Excess

means the amount ***you*** must pay towards any claim.

If one incident results in a claim being made under more than one section of this policy, only one ***excess*** (the higher amount) will apply.

Geographical limits

means England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Unoccupied

means vacant, untenanted or not in use.

We, our, us

means Baptist Insurance Company plc.

You, your, Insured

means the insured shown in the schedule.

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium **we** will provide insurance against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your** usual activities during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium.

Index linking

Each month **we** will adjust the sums insured in line with the following:

- (a) **Buildings insurance**
The House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.
- (b) **Contents insurance**
The Consumer Durable Section of the Retail Price Index (prepared by the Government) or an alternative index.

We will not charge **you** for increases made to the sums insured after index linking. However, at the end of each period of insurance, the renewal premium will be based on the adjusted sums insured.

Index linking will continue from the date of the loss or damage until the resulting claim is settled.

Conditions applying to the whole policy

1. Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to **us**.

In the event of misrepresentation, misdescription or non-disclosure of any material fact or circumstance, **we** may void the policy and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless.

Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option:

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation, description and disclosure been made;
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium.
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation, description and disclosure been made;
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation, description and disclosure been made.
We may apply these additional terms to **your policy** with effect from inception.

2. Duty of care

It is a **condition precedent to liability** that **you** shall take all reasonable steps to prevent loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair.

3. Other insurances

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

4. More than one property

If this policy insures more than one property, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

5. Changes to risk

You must notify **us**, as soon as is reasonably possible, if there is any alteration after the start of this insurance, which increases the risk of loss, damage, accident, or liability. **We** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium. If **we** cancel **your** policy, **we** will refund any unexpired premium. If in doubt about any alteration, please contact **us**.

6. Cancellation

In circumstances other than those in the Changes to risk condition **we** may cancel the policy or any section of it by sending seven days' notice commencing from the date of posting by recorded delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover.

7. Making a claim

- (i) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

Riot

Tell **us** within seven days.

Accidental loss outside the home, theft, vandalism, or malicious acts

Tell the Police as soon as is reasonably possible.

Legal liability for injury or damage

Immediately send **us** any writ, summons, or other legal document.

You must not negotiate, admit or deny any claim without **our** written permission.

- (ii) **You** must give **us**, at **your** expense, all reasonable details and evidence which **we** ask for.

8. Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim;
- (b) recover any payments already made by **us** in respect of the claim;
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address.

9. Rights and responsibilities

We may enter **your** property where loss or damage has occurred to deal with **your** claim, temporarily take for safe keeping any of the property insured and to deal with any salvage. However, **you** must not abandon any property to **us**. **We** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information **we** may need to make these recoveries.

10. Long term agreement

Where shown in the schedule that a discount of premium is allowed in consideration of **you** having made an agreement to offer annually the insurances under this policy on the terms in force at the expiry of each period of insurance and to pay the premium annually in advance it is understood that

- (a) **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned agreement
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or variation in the business

This agreement shall apply to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed from the corresponding premium for any substituted policy or policies issued by **us**.

11. Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

12. Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent.

We will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

13. Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland, in which case the law of Scotland shall apply.

14. Rights of third parties

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

Exclusions applying to the whole policy

1. Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by you for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended;
- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

2. War risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

- (a) **England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the

United Kingdom or any other government de jure or de facto.

(b) **all other instances**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

If **we** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to the Terrorism section or Extension 4 under the Buildings section.

4. Uninsurable risks

We will not cover the following:

- The cost of maintaining buildings or contents
- Damage that happened before cover under this policy started
- Loss or damage caused deliberately by **you** or anyone acting on **your** behalf. This does not apply to theft by domestic staff of any insured property under this policy
- Damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, inherent vice, latent defect, insects, vermin or any gradual cause
- Damage caused by faulty workmanship, materials, specification or design
- Damage caused by cleaning, dyeing, repair or restoration
- Mechanical or electrical breakdown
- Property being confiscated or detained by any government, public or police authority.

5. Pollution or contamination

(not applicable to Extension 4 under the Buildings section)

We will not cover any loss or damage caused by pollution or contamination but this shall not exclude loss or damage to the property insured caused by

- (a) pollution or contamination which itself results from any Insured Event other than Accidental damage
- (b) any Insured Event other than Accidental damage which itself results from pollution or contamination.

6. Reduction in market value

We will not make any extra payment for a reduction in the market value following a repair, reinstatement or replacement paid for under this policy.

7. Date recognition issues

We will not cover loss or damage to any:

- computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us**, and
- computer records, programmes, discs, software or the information contained on them;

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

8. Electronic Risks

Definitions specific to this exclusion

Data

means information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware.

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system**, whether or not owned by **you**, to operate at any time as desired, as specified or as required in the circumstances of **your** business activities.

Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

System(s)

shall include computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between systems by transfer between computer **systems** via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

loss or damage to:

- (a) **data** which shall include but shall not be limited to:
 - (i) loss or damage to or corruption of **data** whether in whole or in part;
 - (ii) unauthorised appropriation of use of access to or modification of **data**;
 - (iii) unauthorised transmission of **data to any third parties**;
 - (iv) loss or damage arising out of any misinterpretation, use or misuse of **data**;
 - (v) loss or damage arising out of any operator error in respect of **data**.
- (b) any items insured arising directly or indirectly from:
 - (i) the transmission or impact of any **virus**;
 - (ii) unauthorised access to a **system**;
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication;
 - (iv) **failure of a system**;
 - (v) anything described in (a) above;

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent loss or damage or loss resulting from subsequent loss or damage which itself results from a cause not otherwise excluded provided that such loss or damage does not arise by reason of any malicious act or omission.

This exclusion does not apply to the Terrorism section.

9. Indirect loss

We will not pay for any indirect losses which result from the incident that caused **you** to claim except as specifically provided for under this policy.

Section 1 - Buildings

The schedule will show if this section applies.

What is covered

Damage to the **building** caused by the following insured events.

Insured Event

1. **Fire, lightning, explosion, earthquake or smoke.**
2. **Storm or flood.**
3. **Subsidence or heave of the site on which the *buildings* stand or landslip.**
4. **Riot, civil commotion (not resembling a popular uprising), labour or political disturbances.**
5. **Vandalism or malicious acts.**
6. **Any aircraft, flying object (or items dropped from them) vehicle, train or animal colliding with the *building*.**

What is not covered

The amount of any **excess** shown in **your** schedule.

- (i) Damage by frost.
 - (ii) Damage to fences, hedges or gates.
 - (iii) Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in the premises.
 - (i) Damage to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building is damaged at the same time).
 - (ii) Damage to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
 - (iii) Damage resulting from normal settlement, shrinkage or expansion.
 - (iv) Damage caused by new structures or newly made-up ground settling or bedding down.
 - (v) Damage due to coastal or river erosion.
 - (vi) Damage resulting from demolishing, altering or repairing the **building**.
 - (vii) Damage where compensation is provided by law.
- Loss or damage occasioned by confiscation or destruction or requisition by order of the government or any public authority.
- (i) Damage caused by **you, your** guests, **your** tenant or **your** tenants' guests.
 - (ii) Damage caused after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days.
 - (iii) Loss or damage occasioned by confiscation or destruction or requisition by order of the government or any public authority.

What is covered

- 7. Water or oil**
escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in the **building**.
- 8. Water freezing**
in any fixed water or heating system in the **building**.
- 9. Theft or attempted theft.**
- 10. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing.**
- 11. Falling trees, branches, telegraph poles, lamp posts or pylons.**
- 12. Accidental damage.**
This cover only applies if *your* schedule states that *your* cover is “standard plus accidental damage”.

What is not covered

Damage caused after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days.

Damage caused after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days.

- (i) Damage caused by **you, your** guest, **your** tenant or **your** tenants' guest.
- (ii) Damage caused after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days.

Damage to the satellite dish, aerial, wind turbine, solar panel or security equipment itself.

Damage to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).

- (i) Damage caused by **your** guest, **your** tenant or **your** tenants' guest.
- (ii) Damage to wind turbines.
- (iii) Damage specifically mentioned elsewhere under this section.

The Insurance by this section is extended to include the following:

Unless specifically stated otherwise these extensions do not increase the sum insured stated in **your** schedule.

What is covered

1. Temporary accommodation and loss of rent.

The cover provided by this extension increases the sums insured that apply but only to the extent stated.

If the **building** cannot be lived in following damage insured under Insured Events 1 to 12 of this section, **we** will pay for the following:

- (i) loss of any rent **you** would have been paid; or
- (ii) the reasonable costs of necessary temporary accommodation for **your** tenants or guests.

We will pay these costs until the **building** is fit to live in.

For any one claim **we** will pay up to 20% of the sum insured of the damaged **building**.

2. Damage to services.

Accidental damage to service pipes, cables, sewers and drains serving **your buildings** for which **you** are responsible. This includes the cost of clearing blockages.

3. Breakage of glass or sanitary fixtures.

Accidental breakage of fixed glass, washbasins, pedestals, baths, sinks, splashbacks, shower trays, shower screens, bidets, toilet pans, toilet seats, toilet cisterns and ceramic hobs or tops forming part of the **building**.

4. Property owner's liability.

We will insure **you** for up to £2,000,000 (or any alternative limit shown in **your** schedule) against **your** legal liability as owner of the **building**, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which **we** have agreed to in writing in advance.

We will provide this cover for liability arising from accidental bodily injury including death, disease or illness, or accidental damage to property, arising from:

- (i) **you** owning the **building** and its land; or
- (ii) any building **you** used to own which has been sold, but which **you** have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

What is not covered

Any loss or damage not covered under Insured Events 1 to 12 of this section.

- (i) Ceramic hobs or tops not forming part of a fixed unit.
- (ii) Damage caused after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days.

Liability arising from the following:

- (i) Loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment.
- (iii) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (iv) **Your** owning or using lifts and motor vehicles.
- (v) Any agreement **you** have made, unless **you** would have been liable even without the agreement.
- (vi) Any deliberate, wilful or malicious act.
- (vii) Any fines, penalties or punitive, exemplary, aggravated, multiplied or liquidated damages.
- (viii) Damage to data, which is information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs or firmware.

Continued

What is covered

What is not covered

- (ix) any liability arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.

However this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and

- **you** have complied with any legal obligations to manage **asbestos**; and
- any discovery of **asbestos** by you is unintentional and accidental; and
- where upon discovery of **asbestos**, all work immediately stops; and
- a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out.

- (x) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**.

- (xi) pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place.

For the purposes of this exclusion "pollution or contamination" shall mean injury, loss or damage directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Continued

What is covered

5. Trace and access.

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at the **building** and subsequent repair and making good.

The most **we** will pay for any one claim is £5,000.

6. Damage to the grounds by the emergency services.

Damage at any part of the **building** including its grounds caused by the emergency services in circumstances where such damage would not otherwise form part of a valid claim under this section.

This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

What is not covered

(xii) Definitions specific to this exclusion

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

any loss, damage, cost or expense

- (a) directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (b) of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

If **we** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

Damage caused by police raids.

What is covered

7. Selling the building.

If the **building** is not insured elsewhere, the person buying the **building** will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

8. Locks and keys

If **you** lose the keys to the **building** or they are stolen or there is accidental damage to the locks of the outside doors or windows **we** will pay for reasonable and necessary costs of:

- (a) gaining access to the **building**
- (b) repairing or replacing the locks.

The most **we** will pay for any one claim is £1,000.

9. Loss of oil, gas and water.

Loss of oil, gas or metered water from the water or heating system at the **building** after accidental damage to that system.

Settling claims

We will pay the cost of either repairing or reinstating as new the damaged part of the **building** as long as:

- (i) the sum insured at the time of the damage is the full cost of rebuilding the property
- (ii) the **building** is in a good state of repair; and
- (iii) the repair or reinstatement has been carried out.

If any of (i) (ii) or (iii) above are not met **we** will reduce the amount **we** will pay to take into account wear, tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **building**, supporting the **building**, removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the damage.

We will not pay for the cost of preparing a claim.

The most **we** will pay for any claim under Insured Events 1 to 12 and Extensions 2, 3, 6, 7 and 9 of this section is the cost of rebuilding or repairing the **building** or the total sum insured on the **building** whichever is less.

The sum insured will not be reduced after **we** pay a claim.

Section 2 - Contents

The schedule will show if this section applies.

What is covered

Loss of or damage to the **contents** in the **building** caused by the following Insured Events:

Insured Event

1. **Fire, lightning, explosion, earthquake or smoke.**
2. **Storm or flood.**
3. **Subsidence or heave of the site on which the *buildings* stand or landslip.**
4. **Riot, civil commotion (not resembling a popular uprising), labour or political disturbances.**
5. **Vandalism or malicious acts.**
6. **Any aircraft, flying object (or items dropped from them), vehicle, train or animal (other than domestic pets) colliding with the *building*.**
7. **Water or oil**
escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in the ***building***.
8. **Theft or attempted theft.**
The most ***we*** will pay for any one incident of loss or damage to the **contents** within garages or outbuildings is £5,000 in total.

What is not covered

- (i) The amount of any **excess** shown in ***your*** schedule.
- (ii) Loss of or damage to property in the open except where specifically mentioned under this section.

Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in the premises.

Loss or damage occasioned by confiscation or destruction or requisition by order of the government or any public authority.

- (i) Loss or damage caused by ***you, your*** guests, ***your*** tenants or ***your*** tenants' guests.
- (ii) Loss or damage caused after the ***building*** has been continuously ***unoccupied*** or ***unfurnished*** for more than 60 days.
- (iii) Loss or damage occasioned by confiscation or destruction or requisition by order of the government or any public authority.

Loss or damage caused after the ***building*** has been continuously ***unoccupied*** or ***unfurnished*** for more than 60 days.

- (i) Loss by deception (unless only entry to the ***building*** is gained by deception).
- (ii) Loss or damage caused by ***you, your*** guests, ***your*** tenants or ***your*** tenants' guests.
- (iii) Loss or damage caused after the ***building*** has been continuously ***unoccupied*** or ***unfurnished*** for more than 60 days.
- (iv) Loss or damage when the ***building*** is sublet, unless force was used to get into or out of the ***building***.

What is covered

9. **Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing.**
10. **Falling trees, branches, telegraph poles, lamp posts or pylons.**
11. **Accidental loss or damage.**
This cover only applies if **your** schedule states that **your** cover is “standard plus accidental loss or damage”.

What is not covered

- (i) Deterioration of food.
- (ii) Loss or damage caused by **your** guest, **your** tenant or **your** tenants' guest.
- (iii) Loss or damage which is specifically mentioned elsewhere under this section.

The Insurance by this section is extended to include the following:

Unless specifically stated otherwise these extensions do not increase the sum insured stated in **your** schedule.

What is covered

1. Temporary storage.

If the **building** cannot be lived in following damage insured under Insured Events 1 to 11 of this section, **we** will pay the reasonable cost of temporarily storing **your contents** until the **building** is fit to live in.

For any one claim **we** will pay up to 20% of the respective **contents** sum insured.

2. Breakage of glass and mirrors.

Accidental breakage of mirrors, glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit.

3. Contents in the garden.

Loss or damage (as insured under Insured Events 1 to 11) to garden furniture, ornaments and **contents** while in the garden or grounds of the **building**.

The most **we** will pay for any one claim is £2,500.

4. Contents temporarily removed.

Loss or damage (as insured under Insured Events 1 to 11) to **contents** while temporarily removed from the **building**, but within the **geographical limits**, to a bank, safe deposit, or building occupied by **you**.

For any one claim **we** will pay up to 20% of the respective **contents** sum insured.

5. Title deeds.

We will pay the necessary cost of preparing new title deeds to the **building** if the originals are lost or damaged as a result of Insured Events 1 to 11 while the deeds are in a building occupied by **you**, a bank or a safe deposit.

What is not covered

Any loss or damage not covered under Insured Events 1 to 11 of this section.

Loss or damage caused after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days.

- (i) Loss or damage by theft unless force was used to get into or out of a building.
- (ii) **Contents** removed for sale or exhibition, or to a furniture warehouse or in storage.
- (iii) Loss or damage caused by storm or flood to property in the open.
- (iv) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for items that can be economically restored or repaired where **we** will pay the cost of restoring or repairing the item.

If, at the time of any loss or damage under this section the full cost of replacing the **contents** as new is greater than the sum insured on **contents**, **we** will take into account wear, tear and loss of value.

The most **we** will pay for any claim under Insured Events 1 to 11 and Extensions 2 and 5 of this section is the sum insured depending on any limit shown in the schedule.

We will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

Section 3 - Terrorism

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Act of terrorism

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Business interruption

means loss arising from interruption or interference with the usual activities carried on by **you** at the **premises** as a result of damage to or destruction of **property insured** used by **you** at the **premises** for the purpose of the usual activities.

Computer systems

means a computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Data

means data of any sort whatever including without limitation tangible or intangible data and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites or any information whatever.

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**.

The date and time that any such period of 72 hours shall commence shall be set by **us**.

Hacking

means unauthorised access to any **computer system** whether **your** property or not.

Losses

means all losses arising under any operative section or extension to this policy for material damage, business interruption or book debts as a result of damage to or the destruction of **property insured** in the **territorial limits**, the proximate cause of which is an **act of terrorism**.

Nuclear installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

1. the production or use of atomic energy;
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

means any plant (including any machinery, equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

means any access or attempted access to **data** made by means of misrepresentation or deception.

Property

means all property whatsoever but excluding:

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house; or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats;unless such property

- i. is not insured in the name of a private individual;
 - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question;
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such building.
2. property including fine art collections which are the subject of
- a. a trust of any kind; or
 - b. an executorship of a will;
- and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will.
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above.

Property insured

means **property** which is insured under other sections of this policy.

Sole trader

means

- 1. a self-employed individual registered as a sole trader with HM Revenue & Customs; or
- 2. a private individual or individuals operating as a landlord and taxed as a business; or
- 3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**.

Territorial limits

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

Virus or similar mechanism

means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations whether involving self-replication or not.

This includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

We will pay **you** for:

- 1. damage to or the destruction of **property**;
- 2. **business interruption** or book debts;
- 3. loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **property**;

as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**.

Provided always that the insurance by this section is:

- 1. not subject to:
 - a. any of the General exclusions of this policy;
 - b. any long term agreement or undertaking which may otherwise apply;
 - c. any terms in this policy which provide for adjustments of premium.
- 2. subject:
 - a. otherwise to all the terms, provisions, definitions and conditions of this policy except where expressly varied within this section;
 - b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy.

Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that:

 - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy;
 - ii. the renewal premium due in respect of this section has been received by **us**.

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event.

The most **we** will pay for any one **event** is the lesser of

1. the total sum insured; or
2. for each item its individual sum insured; or
3. any other limit of liability;

as stated in the relevant section of this policy less the **excess**.

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy.

Exclusions

We will not be liable for any losses whatsoever:

1. occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. arising under:
 - a. marine, aviation and transit policies;
 - b. motor insurance policies;
 - c. bankers blanket bond;
3. directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
 - a. damage to or the destruction of any **computer system**; or
 - b. any alteration, modification, distortion, erasure or corruption of **data**;whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension:

- a. any money (including money as defined in any Money (or Money with assault) section of this policy), currency, electronic, cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- b. any **data**.

Specific events

means fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**.

Exclusion **3**. will not apply to **losses** provided that such **losses**:

1. result directly (or solely as regards **3. c.** below indirectly) from **specific events**; and
2. are not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state; and
3. comprises
 - a. the cost of reinstatement, replacement or repair in respect of damage to or destruction of **property insured**; or
 - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial, prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected; or

- c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss.

Notwithstanding the exclusion of **data** from **property** and **property insured**, to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph **1.** above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more **specific events** results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs **1.** and **3.** above from being recoverable under this policy.

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this Terrorism section.

Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**.

Notwithstanding the above the burden of proof shall be upon **us** to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference.

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Baptist Insurance Company PLC
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 070 2223

Fax: 0345 604 4486

Email: enquiries@baptist-ins.com

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

If this is not possible:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings.

The Financial Service Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

This complaints procedure does not affect your right to take legal proceedings.

This contract is underwritten by:

The Baptist Insurance Company PLC.

Our FCA register number is 202032.

Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768

Telephone 0345 070 2223
Email enquiries@baptist-ins.com
Website: www.baptist-insurance.co.uk
Address The Baptist Insurance Company PLC,
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

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A member of the Association of British Insurers and the Financial Ombudsman Service.