

# Insurance for unoccupied properties and properties in probate

**Guardcover**  
Seriously good insurance

## Insurance Product Information Document

**Company: Thistle Insurance Services Limited**    **Product: Unoccupied Property**

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This Insurance Product Information Document is a summary and full details of the terms and conditions are in the policy wording. The Schedule will show the information given to us by you, on which your quotation is based and the cover you have chosen.

### What is this type of insurance?

This Unoccupied Property policy provides protection for a property that has become unoccupied, and occupied properties where the property is currently in probate. The policy protects against loss or damage to the Buildings and/or Contents as well as providing Employers and Property Owners Liability. A summary of the key information can be found below.



#### What is insured?

The amount we'll pay to rebuild your property and/or replace your contents is specified by you.

##### Buildings

- ✓ Loss or damage to the structure of your property (including garages, outbuildings and car parks) - cover for damage to the property caused by events such as; fire, theft, storm, flood and subsidence;
- ✓ Escape of water - cover for damage caused by water escaping from your plumbing or heating systems;
- ✓ Breakage of glass - cover for the accidental breakage of 'fixed glass' e.g. windows, doors and bathroom suites.

##### Contents

- ✓ Loss or damage to your contents (in your property, garages, outbuildings and gardens) - cover for damage to your belongings caused by events such as; fire, theft, storm, flood, subsidence and accidental damage;
- ✓ Escape of water - cover for damage caused by water escaping from your plumbing or heating systems;
- ✓ Contents temporarily removed - cover for household items temporarily taken outside the home but within outbuildings or the garden or other premises within the defined territories.

##### Employers Liability

- ✓ Your liability to any employees - provides cover if you are legally liable for bodily injury to your employee, such as groundsmen or cleaners, up to a limit of £10m including costs and expenses;
- ✓ Legal expenses rising out of Health & Safety Legislation - covers legal fees and expenses defending prosecutions under Health & Safety legislation.
- ✓ Compensation of court attendance - Policyholder/ Director/ Partner - £500 per day. Employees - £250 per day.

##### Property Owners Liability

- ✓ Your liability to the Public - provides cover if you are legally liable for injuries to a member of the public or their property;
- ✓ Additional Activities - covers Legal Liability in the event of upkeep by you or any employee;
- ✓ Defective Premises - covers Legal Liability brought under the defective premises Act 1972;
- ✓ Legal expenses rising out of Health & Safety Legislation - covers legal fees and expenses defending criminal proceedings arising from breach of the H&S at Work Acts;
- ✓ Legal costs involved in the eviction of squatters (non-damage) - cover up to £2,500 per policy period.



#### What is not insured?

The following are not covered by your policy:

##### Buildings & Contents

- ✗ Loss or damage caused by frost, wear & tear, leakage from sprinklers, fraud, coastal or river erosion, defective design, inadequate foundations;
- ✗ Accidental Damage caused by rust, corrosion, vermin or insects, faulty workmanship;
- ✗ Breakage of glass in transit, whilst being fitted, or caused by workmen carrying out alterations or repairs to your premises;
- ✗ Damage to gates, fences or moveable property in the open by weather-related incidents;
- ✗ The cost of general maintenance.

##### Employers Liability

- ✗ Liability resulting from work in or on or travel to or from any offshore platform support vessel, accommodation, exploration, drilling or production rig or platform;
- ✗ Bodily injury of employees whilst carried in or upon, entering or getting into, or alighting from a vehicle;
- ✗ Fines, liquidated damages or other damages from any multiplication of compensatory damages or other non-compensatory damages.

##### Property Owners Liability

- ✗ The cost of actual rectifying any defect or alleged defect under defective premises;
- ✗ Legal Liability for any actual or alleged act, omission or incident committed prior to this insurance;
- ✗ Libel, slander or defamation;
- ✗ Fine or statutory payments;
- ✗ Property in your custody or control;
- ✗ Any costs for eviction of squatters within the first 90 days of this insurance;
- ✗ Financial loss caused by fraud, dishonesty or infringement;
- ✗ Any aircraft, aerial or hovercraft of watercraft exceeding 8 metres;
- ✗ Asbestos inhalation or fear of.



## What is insured?



## What is not insured?

The following are not covered by your policy:

### Applicable to the whole policy

- ✗ Any excess payable by you;
- ✗ Deliberate acts by you or by utilities providers, existing damage prior to this policy, undergoing production or packaging, operating error, war, radioactivity, Terrorism unless otherwise insured, data recognition & loss of data, livestock, growing crops, vehicles licenced for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft, land, roads, pavements, piers, jetties, bridges, culverts or excavations, failure of growing plants or trees;
- ✗ Loss outside of the defined territories.



## Are there any restrictions in cover?

- ! Cover for a building awaiting demolition and redevelopment is restricted to additional costs of debris removal only.
- ! Cover for buildings awaiting refurbishment, redevelopment or renovation excludes the costs that would have been incurred in the absence of any Damage.
- ! Cover under Employers' Liability and Property Owners Liability for acts of Terrorism is restricted to £5m Limit of Indemnity per event.
- ! Certain covers may be amended or restricted based on the nature of occupancy of the property, these are shown in the Endorsement section of your Schedule and / or in the Policy Wording.
- ! There are some conditions you must comply with based on the nature of occupancy of the property, these are shown in the Endorsement section of your Schedule and / or in the Policy Wording.
- ! Where we agree to settle your claims, we may arrange for one of our suppliers to repair or replace the lost or damaged property.
- ! After 12 months of being unoccupied, all properties are subject to the Unoccupied Buildings Condition or the Commercial Unoccupied Buildings Condition that can be found on your Schedule.



## Where am I covered?

- ✓ Cover applies within the Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For Employers Liability and Property Owners Liability, Territories are defined as England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).



## What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.

You must follow our claims process which can be found in your policy documentation.

You must provide us with honest, accurate and complete information and inform us, without delay, of any changes in your circumstances. Failure to do so may invalidate your cover. In the event of a claim, you must notify us as soon as possible.



## When and how do I pay?

You can pay your premium with a one-off payment or in monthly instalments.



## When does the cover start and end?

Your cover will take effect on the date stated in your policy schedule. Your Insurance contract will last for the period of insurance shown on your Schedule unless your policy is cancelled prior to this date..



## How do I cancel the contract?

If you decide that, for any reason, this policy does not meet your insurance needs then please tell us within 14 days of issue. On the condition that no claims have been made or are pending, we will then refund your premium in full. Thereafter, you may terminate this insurance at any time. If you have a one or three month policy, and you cancel the policy prior to the renewal date you will receive no return premium. However, if you have a six, nine or twelve month policy you will receive a pro rata return of premium, provided that no claim has been made or is pending during the current period of insurance. You can contact us on 0800 015 1498.