

# **POLICY WORDING**

# **HOME INSURANCE**



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# **HOME INSURANCE POLICY**

# Thank you for choosing Pen Underwriting.

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the INSURER(S) listed on the SCHEDULE. The INSURER(S) have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for YOU on their behalf.

This policy wording explains the insurance provided under this contract. This policy is a contract between YOU and the INSURER(S) stated on the SCHEDULE. The policy wording must be read together with the SCHEDULE and the statement of facts document. Together these documents form the contract of YOUR insurance. These are important documents and YOU will need them if YOU need to make a claim.

Any reference in this document to WE, US, OUR or the INSURER(S) is a reference to the INSURER(S) stated on the SCHEDULE. Any reference in this document to YOU, YOUR or THE POLICYHOLDER(S) is a reference to the insured person(s) as stated on the SCHEDULE

The policy is made up of sections prepared from the statement of facts provided by YOU or from YOUR instructions or any information in connection with this insurance, provided to Pen Underwriting Limited or the INSURER(S) or YOUR insurance advisor.

Each section may include terms, definitions, conditions and exclusions unique to the section and should be read in conjunction with the policy definitions, conditions and exclusions.

An ENDORSEMENT(S) forms an addition to the section and varies the insurance provided. The SCHEDULE and any ENDORSEMENT(S) should be read together for precise details of YOUR insurance protection. YOU should pay particular attention to any terms, conditions, limits or exclusions including ENDORSEMENT(S) which may require YOU to take action.

Please take care to review all documentation carefully to ensure that the information provided is correct and accurately reflects YOUR circumstances and that the cover provided suits YOUR requirements. YOU should take note of the policy EXCESS that applies to each section of every claim.

YOUR premium and cover offered have been based upon the information shown in the SCHEDULE and recorded in the statement of facts. If after reading these documents YOU have any questions or if any details are incorrect please contact YOUR insurance advisor immediately.

YOUR SCHEDULE details which sections of cover apply and the SUM(S) INSURED. If YOU have not chosen a section or if it is not available, the SCHEDULE will state "not selected".

# **Useful Telephone Numbers And How To Make A Claim**

Please refer to YOUR SCHEDULE for the telephone number YOU need to call if YOU need to report a claim. When calling please have YOUR policy number to hand, this is shown on YOUR SCHEDULE.

The SCHEDULE also details the name of YOUR insurance advisor.

Please note all calls may be recorded for training and monitoring purposes and are charged at the national standard rate.

# IMPORTANT INFORMATION

#### The Contract Of Insurance

This policy is a contract of insurance between YOU and US and consists of the:

- policywording
- statement of facts
- SCHEDULE
- any changes to the home insurance policy contained in notices (notice to policyholders) issued by US at renewal

In return for YOU paying YOUR premium, WE will provide the cover selected as shown in YOUR SCHEDULE on the terms and conditions of this policy wording during the PERIOD OF INSURANCE.

YOU must observe and fulfil the terms and conditions of YOUR policy at all times.

### **Several Liability**

The subscribing INSURER(S) obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing INSURER(S) are not responsible for the subscription of any co-subscribing INSURER(S) who for any reason does not satisfy all or part of its obligations.

# **Information And Changes We Need To Know About**

YOU must take care to provide complete and accurate answers to the questions WE ask when YOU take out, make changes to or renew YOUR policy.

Please tell YOUR insurance advisor if there are any changes to the information set out in the statement of facts or on the SCHEDULE. This duty exists throughout the PERIOD OF INSURANCE. YOU must also tell US immediately about the following:

- any intended structural alteration, extension or renovation at the HOME if the value of work exceeds £25,000 (inclusive
  of VAT). Regardless of the cost of work YOU must tell US before work commences if YOU are adding or converting a
  basement and/or adding an additional BEDROOM(S) and/or additional BATHROOM(S)
- change of address
- any change to people insured, for example, a change in occupation
- any change or addition to the CONTENTS or the property to be insured that results in the need to increase the SUM(S) INSURED or the limits that are shown on YOUR SCHEDULE
- any change to the occupancy status, for example the HOME is no longer YOUR permanent residence
- for let properties, any change to the tenant type
- if there is any business use from the HOME
- if the HOME is UNOCCUPIED
- if YOU or any person to be insured are charged with or convicted of a criminal offence (other than convictions classed as spent under the Rehabilitations of Offenders Act 1974)
- if the security at the HOME changes and/or security is not in full and effective operational use when the HOME is left UNATTENDED
- any diagonal cracks to internal or external walls or any other structural defects at the HOME
- Financial History:
  - if within the last 6 years YOU have 1) been declared bankrupt or had a bankruptcy order discharged, 2) entered into an individual voluntary agreement, 3) agreed to a debt relief order, 4) received a county court judgement and the debt has been settled
  - if at any time YOU have received a county court judgement and the debt is outstanding

When WE are notified of a change, WE will tell YOUR insurance advisor if this affects YOUR policy. For example whether WE are able to accept the change and continue with the policy, whether the change will result in revised ENDORSEMENT(S), EXCESS and/or a premium being applied.

# **Consumer Insurance Disclosures And Representations Act**

YOU must take reasonable care to provide complete and accurate answers to the questions WE ask and this duty exists thorough the PERIOD OF INSURANCE. If YOU do not provide US with complete and accurate information which is subsequently disclosed, or comes to light after the commencement of this policy, WE may consider that YOU have misrepresented the facts. If this occurs, WE could:

- Void YOUR policy (this means the policy will be treated as if it never existed) and refuse to pay any claim
- Cancel YOUR policy and refuse to pay any claim
- Not pay any claim in full
- Revise the premium and/or change any EXCESS
- Revise the extent of cover

#### **Choice Of Law**

The law of England and Wales will apply to this contract, which is subject to the exclusive jurisdiction of the courts of England and Wales; unless at the start date of YOUR policy YOU are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of an agreement to the contrary) the laws of that country will apply.

## **Use Of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

#### **Customers With Disabilities**

This policy wording and other associated documentation are also available in large print, audio and braille. If YOU require any of these formats, in the first instance please contact YOUR insurance advisor.

# **Your Right To Cancel**

YOU have a statutory right to cancel YOUR policy within 14 days (cooling off period) from the day of purchase or renewal or from the day YOU receive YOUR SCHEDULE and the statement of facts, whichever is the later.

If YOU decide that YOU do not wish to accept the policy, please contact YOUR insurance advisor. Subject to no claims being made or notified during the PERIOD OF INSURANCE, WE will refund the full premium. The policy will be cancelled from inception.

If YOU do not exercise YOUR right to cancel within the cooling off period, the policy will remain in force and all premiums will be payable in accordance with the terms of the policy.

If YOU wish to cancel YOUR policy outside of the 14 day cooling off period, please contact YOUR insurance advisor and refer to the Policy Conditions section.

## **How Much Cover Do You Need?**

It is YOUR responsibility to make sure the amount of cover YOU buy represents the full value of YOUR property at today's prices.

For BUILDINGS the SUM(S) INSURED must represent the full cost of rebuilding the HOME, including any extra costs that may be involved such as demolition, site clearance, architect's and surveyor's fees and any additional costs in meeting local authority requirements.

For CONTENTS, VALUABLES, PERSONAL POSSESSIONS and PEDAL CYCLE(S), the SUM(S) INSURED must represent the full cost of replacing all YOUR possessions as new, other than clothing and linen where WE may make a deduction for wear and tear and the resultant loss in value.

If YOU are under insured, which means the cost of rebuilding the BUILDINGS or the cost of replacing all the CONTENTS, VALUABLES, PERSONAL POSSESSIONS or PEDAL CYCLE(S) is more than the SUM(S) INSURED shown on YOUR SCHEDULE, this will affect YOUR policy and any claim. Please refer to the Claims Settlement sections for full details.

### **Property Maintenance**

It is YOUR responsibility to maintain and look after the HOME. YOUR policy is intended to provide YOU with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover YOU for damage that happens gradually over time, for example damp, rot or damage caused by wear and tear or general maintenance costs.

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

A person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

# Pen Underwriting Limited Privacy Notice

Pen are the data controller for any personal data YOU provide to us. Pen collect and process personal data in order to offer and provide insurance services, policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with and obtaining information from, our group companies and third parties such as (re)insurers, others brokers, loss adjustors, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

Pen may record telephone calls to help us monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how YOUR personal data is used, shared, disclosed and retained, YOUR rights in relation to YOUR personal data and how to contact our Data Protection Officer. Pen's Privacy Notice can be found at <a href="https://www.penunderwriting.co.uk/Privacy-Policy">https://www.penunderwriting.co.uk/Privacy-Policy</a> From time to time Pen may make important updates to our Privacy Notice and these may in turn affect the way Pen use and handle YOUR data. Please ensure YOU review the Privacy Notice periodically to ensure YOU are aware of any changes.

If YOU are entering into this agreement in the course of YOUR business, or as a charity, for charitable purposes and providing information on other individuals to us, for example YOUR employees and/or any other party that would be covered under the insurance policy Pen may be placing or services Pen may provide to YOU, YOU shall ensure that individuals whose personal data YOU are providing to Pen have been provided with fair processing notices that are sufficient in scope and purpose and that YOU have obtained all appropriate consents, where required or are otherwise authorised, to transfer the personal data to Pen and enable Pen to use the personal data and process the personal data for the purpose of this agreement and as set forth in Pen's Privacy Notice. YOU must not share personal data with Pen that is not necessary for Pen to offer, provide or administer our services to YOU.

# **Financial Services Compensation Scheme**

WE are covered by the Financial Services Compensation Scheme (FSCS) and YOU may be entitled to compensation from the scheme if WE are unable to meet OUR obligations to YOU under this contract. If YOU are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of the contract. Home Insurance is not a legal requirement and therefore YOU are covered up to a maximum of 90 percent of any claim.

Further information about the FSCS and the criteria under which YOU may be entitled to compensation is available on the FSCS website at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or by writing to

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

Telephone: 0800 678 1100 or 0207 741 4100

# **COMPLAINTS PROCEDURE**

At Pen Underwriting it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In the majority of cases the insurance advisor who arranged the insurance will be able to resolve any concerns and YOU should contact them directly in the first instance.

Alternatively YOU can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting the policy number and or claim number. When YOU contact Pen we promise to fully investigate YOUR complaint, keep YOU informed of progress, do everything possible to resolve YOUR complaint, learn from mistakes and use the information from YOUR complaint to proactively improve Pen's service in the future.

Pen Underwriting Limited Complaints 7th Floor Spectrum Building 55 Blythswood Street Glasgow G2 7AT

Telephone: 0141 285 3539 (telephone calls may be recorded)

Email: <a href="mailto:pencomplaints@penunderwriting.com">pencomplaints@penunderwriting.com</a>

Should YOU remain dissatisfied having received a final response to YOUR complaint, YOU fit the definition of an 'eligible complainant', YOU may then be able to refer YOUR complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the final response to escalate YOUR complaint to them.

Further details on eligibility and the referral process can be found on the Financial Ombudsman Service website.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines) Telephone: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)

Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

Website: www.financial-ombudsman.org.uk

# **POLICY DEFINITIONS**

Wherever the following words or phrases appear in the policy wording, SCHEDULE or statement of facts they will have the meanings defined below. A defined word will be printed in capitals e.g. HOME.

ACCIDENTAL DAMAGE	Unexpected and unintended damage caused suddenly and by an outside force	
BATHROOM(S)	A room containing a bath and/or a separate shower unit	
BEDROOM(S)	A room originally designed as a bedroom even if it is now used for other purposes. If the HOME has an annex, the number of BEDROOM(S) declared must include the annex.	
BODILY INJURY	Includes death, disease, illness or bodily injury	
BRITISH ISLES	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man	
BUILDINGS	The HOME, its decorations, fixtures and fittings attached to the HOME such as wooden or tiled flooring, garages and any outbuildings used for domestic purposes, permanently installed swimming pools (but not the cover), permanently installed jacuzzis, permanently installed hot tubs, professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios, terraces, walls, gates and fences, fixed fuel tanks, fixed radio/television aerials, fixed satellite dishes including fittings and masts that YOU own or which YOU are legally responsible for	
CONTENTS	Household goods including carpet, VALUABLES, HOME OFFICE EQUIPMENT, MONEY and CREDIT CARDS within the HOME, which are YOUR property or which YOU are legally responsible for	
	CONTENTS does not include:	
	motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys), wheelchairs, caravans, trailers, watercraft, aircraft or their accessories	
	any living creature	
	trees, bushes, plants or shrubs other than those normally kept in the HOME	
	any part of the BUILDINGS	
	<ul> <li>any property held or used for business purposes other than HOME OFFICE EQUIPMENT</li> </ul>	
	CONTENTS belonging to YOUR guests	
	any property insured under any other insurance	
	PEDAL CYCLE(S)	
CREDIT CARDS	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to YOU and held for private or domestic purposes	
COLLECTION	A group of 10 or more objects that are either similar in nature or identical	
DOMESTIC EMPLOYEE	A person YOU employ to carry out domestic duties at the HOME and who is not employed by YOU in connection with any other business, trade, profession or employment	
DOWNLOADS	Software or files legally downloaded and stored on any computer, tablet, smart phone or home entertainment equipment	
ENDORSEMENT(S)	A change in the terms and conditions of this insurance as shown on YOUR SCHEDULE	
EXCESS	The amount YOU have to pay towards each section of a claim.	
HEAVE	Upward movement of the ground beneath the BUILDINGS as a result of the soil expanding	

НОМЕ	The property, garages and any outbuildings used for domestic purposes at the address shown on YOUR SCHEDULE	
HOME OFFICE EQUIPMENT	Computers, tablets, mobile phones, keyboards, printers, photocopiers, computeraided design equipment and other office equipment owned by YOU and used in connection with a business that YOU run from the HOME	
	HOME OFFICE EQUIPMENT does not include:	
	business stock     business tools	
	business tools	
LANDSLIP	Downward movement of sloping ground	
MONEY	Current legal tender held for private or domestic purposes including: cheques, postal and/or money orders, postage stamps not forming part of a stamp COLLECTION, saving stamps, saving certificates, traveller's cheques, premium bonds, luncheon vouchers and gift vouchers	
PEDAL CYCLE(S)	A vehicle propelled by pedals	
	If the PEDAL CYCLE(S) is fitted with a battery or other similar device YOU must comply with Electrically Assisted Pedal Cycles (EAPC's) regulations	
	The maximum assisted speed must not exceed 15.5 miles per hour and must not be ridden by anyone under the age of 14 years	
PERIOD OF INSURANCE	The length of time for which this policy is in force, as shown on YOUR SCHEDULE and for which YOU have paid and WE have accepted a premium. Each renewal represents the start of a new PERIOD OF INSURANCE	
PERSONAL POSSESSIONS		
(cover applies inside & outside the HOME)	Clothing, baggage, jewellery and watches, sports equipment, mobile phone, laptop, hearing aids, spectacles and other similar items normally worn, used or carried about the person all of which either belong to YOU or YOU are responsible for	
	Any single item, pair, set or COLLECTION valued £2,000 or greater must be specified on YOUR SCHEDULE	
	PERSONAL POSSESSIONS does not include:	
	PEDAL CYCLE(S)	
	• drones	
SANITARY WARE	Washbasins, sinks, bidets, toilet pans, cisterns, shower trays, shower screens, baths and bath panels	
SCHEDULE	The SCHEDULE forms part of this policy and contains details of the HOME, the SUM(S) INSURED, the PERIOD OF INSURANCE, ENDORSEMENT(S), EXCESS and the section(s) of insurance which apply	
SETTLEMENT	Downward movement of the land beneath the BUILDINGS as a result of compaction due to the weight of the BUILDINGS	
STORM	Strong winds of over 55 miles per hour which will sometimes be accompanied by rain, snow or hail. Heavy or persistent rain on its own is not a STORM unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time)	
SUBSIDENCE	Downward movement of the land beneath the BUILDINGS that is not a result of SETTLEMENT	
SUM(S) INSURED	The maximum amount of cover as shown on YOUR SCHEDULE and in the policy wording that WE will pay for a claim resulting from one incident	
UNATTENDED	YOU are not physically in the HOME or within the boundary of the HOME	

UNFURNISHED	The HOME is not adequately furnished for normal living purposes	
UNOCCUPIED	On the 60 <sup>th</sup> consecutive day that the HOME has not been lived in and occupied overnight by YOU or anyone who has YOUR permission (60 days commences from the date the HOME was last occupied, even if this is prior to this policy incepting)	
VALUABLES (cover applies within the HOME)	Jewellery and watches, gold, silver, bronze, precious metals, gemstones, furs, curios, stamps, coins, medals, china and porcelain, pictures, paintings, photographs, prints, clocks, barometers, rugs, antiques (items over 100 years old), wine, guns, televisions, tablets, desktop computers, laptops and musical instruments	
	VALUABLES Limits:	
	<ul> <li>WE will not pay more than £30,000 for VALUABLES unless the item(s) is valued £5,000 or greater and is specified on YOUR SCHEDULE</li> </ul>	
	Within the VALUABLES limit of £30,000, WE will not pay more than £10,000 for jewellery and watches in the HOME	
	Any VALUABLES £5,000 or greater must be specified on YOUR SCHEDULE	
WE / US / OUR / INSURER(S)	The insurer(s) whose identity is stated on YOUR SCHEDULE	
YOU / YOUR / THE POLICYHOLDER(S)	The person or persons named in the SCHEDULE, their domestic partner and all members of their family (or families) who are permanently living with them including any foster children	

# **SECTION 1: BUILDINGS**

What is covered	What is not covered
The maximum WE will pay is the BUILDINGS SUM(S) INSURED as stated on YOUR SCHEDULE  Please refer to the policy definitions for details of what BUILDINGS includes	WE will not pay for:  the EXCESS  any loss or damage excluded from the BUILDINGS section  any loss or damage excluded under the policy conditions and/or policy exclusions

Loss	or damage that is covered	Loss or Damage that is not covered
1.	Fire, smoke damage, lightning, explosion or earthquake	caused by any gradually operating cause
2.	Aircraft and other flying devices or items dropped from them	while the HOME is UNOCCUPIED
3.	STORM, flood or weight of snow	<ul> <li>to domestic fixed fuel oil tanks in the open</li> <li>to swimming pools, jacuzzis, hot tubs, solar panels, wind turbines, tennis courts, patios, terraces, hedges, gates and fences</li> <li>to fixed radio and television aerials, fixed satellite dishes and their fittings and masts</li> <li>while the HOME is UNOCCUPIED</li> </ul>
4.	Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	<ul> <li>to swimming pools, jacuzzis or hot tubs</li> <li>while the HOME is UNOCCUPIED</li> <li>caused by the failure or lack of grout and/or sealant</li> <li>resulting from the failure of fish tanks</li> <li>caused by taps being left on or sinks and/or baths overflowing</li> <li>water escaping or overflowing from down pipes, roof valleys, gullies or guttering</li> </ul>
5.	Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	<ul> <li>due to wear and tear or any gradually operating cause</li> <li>to domestic fixed fuel oil tanks</li> <li>caused by faulty workmanship</li> <li>while the HOME is UNOCCUPIED</li> </ul>

Loss	or damage that is covered	Loss or Damage that is not covered
6.	Theft or attempted theft	while the HOME is UNOCCUPIED
		while the HOME is lent, let or sub-let unless there is physical evidence of a violent and forcible entry or exit
		<ul> <li>caused by YOU paying guests, tenant(s), lodgers, contractors or a DOMESTIC EMPLOYEE</li> </ul>
7.	Collision by any vehicle or animal	while the HOME is UNOCCUPIED
8.	Riot, civil unrest, strikes or political disturbances	while the HOME is UNOCCUPIED
		if the claim is not reported to US within 7 days of the incident date
9.	Malicious acts	while the HOME is UNOCCUPIED
		caused by YOU, paying guests or a tenant(s)
10.	SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the BUILDINGS stands on	to domestic fixed fuel oil tanks, septic tanks, swimming pools, jacuzzis, hot tubs, tennis courts, drives, patios, terraces, walls, gates and fences unless the HOME is damaged at the same time
		to solid floors unless load bearing walls in the HOME are damaged at the same time
		arising from faulty design, specification, workmanship     or materials
		that has been provided for or would have been provided for under any contract or guarantee by law had this policy not been in force
		caused by coastal erosion or riverbed erosion
		while the HOME is undergoing any structural repairs,     alterations or extensions
		resulting from the action of chemicals on or the reaction of chemicals with any materials which form part of the BUILDINGS
		caused by normal SETTLEMENT or shrinkage, or by recently placed infill material moving up
		while the HOME is UNOCCUPIED
11.	Falling trees, telegraph poles or lamp poles	caused by trees being cut down or cut back within the boundary of the HOME
		to gates and fences unless the HOME is damaged at the same time
		while the HOME is UNOCCUPIED

Loss	or damage that is covered	Loss or Damage that is not covered
12.	Underground Services  WE will pay the cost of repairing ACCIDENTAL	due to wear and tear or any gradually operating cause
	DAMAGE to domestic oil pipes, underground water supply pipes, underground sewers, drains, septic tanks, underground gas pipes and underground	due to a fault or limit of design, manufacture, construction or installation
	cables which YOU are legally responsible for	to pitch fibre pipes
		the cost of clearing a blocked drain or blocked sink
		while the HOME is UNOCCUPIED
13.	Loss of metered water	while the HOME is UNOCCUPIED
	WE will pay for increased metered water charges YOU have to pay following escape of water being discharged from a metered water system providing service to the HOME	
	The maximum amount WE will pay is £2,000 per claim	
14.	Trace and access  WE will pay for costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating system in the HOME including any repairs directly related to tracing and accessing the water leak  The maximum amount WE will pay is £5,000 per claim	while the HOME is UNOCCUPIED
15.	Loss of rent and alternative accommodation  If the HOME is damaged by any cause covered under the BUILDINGS section of this policy and as a resultit cannot be lived in, WE will pay for the:  Ioss of rent due to YOU which YOU are unable to recover  alternative accommodation for YOU and YOUR pets  for a maximum of 12 months from the date of damage or until the HOME is ready to be lived in, whichever occurs first  The maximum amount WE will pay is £50,000 per claim	<ul> <li>We will not pay for alternation accommodation that is not of a similar size or standard to that of the HOME unless that is the only alternative accommodation available</li> <li>for loss of income from bookings if the HOME is used for bed and breakfast and/or paying guests</li> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is occupied as a holiday home</li> </ul>
16.	Damage caused by emergency services  WE will pay for the costs and expenses incurred following loss or damage caused by emergency services gaining access to the HOME in the course of their duty to safeguard life or property	while the HOME is UNOCCUPIED

Loss o	or damage that is covered	Loss or Damage that is not covered
17.	Damage to YOUR garden  WE will pay for loss or damage by any cause covered under the BUILDINGS section of this policy to trees, shrubs, plants and lawns  The maximum WE will pay is £5,000 per claim  The maximum WE will pay per tree, shrub or plant is £500 per claim	<ul> <li>caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost</li> <li>to trees, shrubs, plants or lawns dying naturally or because YOU have not maintained them</li> <li>to trees, shrubs, plants or lawns on land that does not belong to the HOME</li> <li>to artificial lawns</li> <li>while the HOME is UNOCCUPIED</li> </ul>
18.	Selling the HOME  If YOU enter into a contract to sell the HOME insured by this policy and it is damaged or destroyed prior to the sale being completed, the buyer(s) will be entitled to any benefit from this insurance for the damage after the sale has been completed	<ul> <li>if any other insurance has been arranged by or on behalf of the buyer</li> <li>while the HOME is UNOCCUPIED</li> </ul>
19.	Property owners liability  WE will pay for all amounts YOU legally have to pay for causing:  BODILYINJURY  loss of or damage to property  which is caused by an accident happening in the BUILDINGS and/or within the boundary of the HOME, during the PERIOD OF INSURANCE arising from:  YOU owning the BUILDINGS, or  from faulty work on the HOME which YOU sold or moved out of before the BODILYINJURY or damage happened (Defective Premises Act 1972, section 3). This cover will continue for seven years from the date YOUR policy expires or is cancelled, but it will not apply if the policy is invalid or if YOUR liability is covered by a more recent policy)  The maximum WE will pay in respect of any one claim or a series of claims arising from one cause is £2,000,000  If YOU die, WE will indemnify (protect) YOUR legal representative against YOUR liability as a property owner	<ul> <li>for BODILYINJURY to YOU, a DOMESTICEMPLOYEE or any employee</li> <li>to property owned, leased, let, rented, hired, lentor entrusted to YOU         Liability arising directly or indirectly from:         <ul> <li>any lift (other than a stair lift) YOU own and/or lease or YOU are responsible for maintaining</li> </ul> </li> <li>any deliberate or malicious acts, assault and/or corporal punishment</li> <li>property owners liability if the HOME is used for any business, trade, profession or employment other than for clerical business use</li> <li>any agreement unless YOU would have had that liability had the agreement not been in existence</li> <li>any claim where YOU would be entitled to be paid under any other policy, if this policy did not exist, unless the amount to be settled exceeds the SUM(S) INSURED payable under the other policy</li> <li>any amount unless WE have agreed it in writing with YOU</li> </ul>

# **SECTION 2: ACCIDENTAL DAMAGE TO BUILDINGS**

What is covered	What is not covered
The maximum WE will pay is the BUILDINGS SUM(S) INSURED as stated on YOUR SCHEDULE Please refer to the policy definitions for details of what ACCIDENTAL DAMAGE and BUILDINGS includes	WE will not pay for:  the EXCESS  any loss or damage excluded from the ACCIDENTAL DAMAGE to BUILDINGS section  any loss or damage excluded under the policy conditions and/or policy exclusions

Loss or damage that is covered	Loss or Damage that is not covered
ACCIDENTAL DAMAGE to BUILDINGS	caused by movement, SETTLEMENT, shrinkage, collapse or cracking of the BUILDINGS
	while the HOME is undergoing alteration, repair, cleaning, maintenance, renovation, demolition or is being structurally altered regardless of the cost of the works
	caused by frost, wear and tear, infestation, corrosion, damp, mould, fungus, wet and/or dry rot, vermin, moths, atmospheric conditions or any gradually operating cause
	• the cost of clearing a blocked drain or a blocked sink
	damage to BUILDINGS resulting from water ingress if the cause of the damage is not 3. STORM, flood or weight of snow or 4. Escape of water. This policy will not pay for repair or replacement of the BUILDINGS if the cause of the damage is excluded under any section
	<ul> <li>arising from faulty design, specification, work manship or materials</li> </ul>
	from mechanical or electrical faults or breakdown
	caused by dryness, dampness, extremes of temperature or exposure to light
	caused by chewing, tearing, scratching or fouling by domestic animals and pets
	while the HOME is UNOCCUPIED
	while working from HOME as a childminder
	• while the HOME is let to a tenant(s)
	<ul> <li>while the HOME is used as a holiday home by friends and/or family and/or unrelated guests</li> </ul>

# **CLAIMS SETTLEMENT**

# APPLICABLE TO SECTION 1: BUILDINGS AND SECTION 2: ACCIDENTAL DAMAGE TO BUILDINGS

#### **Limit Of Insurance**

WE will not pay more than the SUM(S) INSURED shown in the SCHEDULE.

## Sum(s) Insured / Replacement Or Repair

If YOU claim for loss or damage to BUILDINGS WE will at OUR option repair, replace, reinstate or pay for any item(s) covered under this section(s).

If YOU are under insured which means the cost of rebuilding the BUILDINGS at the time of the loss or damage is more than the SUM(S) INSURED for BUILDINGS, this could affect YOUR claim and it could invalidate YOUR policy.

If the BUILDINGS have not been maintained in good repair, this could affect YOUR claim.

If the repair or replacement is not carried out WE will, at OUR option, pay the reduction in market value resulting from the damage, not exceeding what it would have cost to repair the damage to the HOME if the repair work had been carried out without delay.

If the information provided by YOU at any time is not complete and accurate or it is misrepresented:

- WE may void YOUR policy (this means the policy will be treated as if it never existed) and refuse to pay any claim
- WE may cancel YOUR policy and refuse to pay any claim
- WE may not pay any claim in full
- WE may revise the premium and/or change any EXCESS
- the extent of the cover may be affected

# Pairs, Sets And Suites

WE will not pay the cost of replacing or repairing any undamaged part of the BUILDINGS which forms part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### **Professional Fees**

Within the BUILDINGS SUM(S) INSURED WE will pay for architect's, surveyor's, engineers fees, the cost of removing debris and demolition and/or supporting undamaged parts of the HOME and costs YOU have to pay to comply with any government or local authority requirements incurred in reinstating or repairing the HOME following damage caused by any section of this BUILDINGS policy.

WE will not pay for expenses incurred for preparing a claim or an estimate for loss or damage or any costs if government or local authority requirements were served on YOU before the loss or damage occurred.

### Automatic Reinstatement Of The Sum(s) Insured

WE will not reduce the SUM(S) INSURED after WE have paid a claim provided that YOU agree to carry out OUR recommendations to prevent further loss or damage within an agreed period of time.

# **SECTION 3: CONTENTS**

What is covered	What is not covered
The maximum WE will pay YOU for any one claim is the CONTENTS SUM(S) INSURED as stated on YOUR SCHEDULE  Any VALUABLES £5,000 or greater are in addition to the CONTENTS SUM(S) INSURED  Please refer to the policy definitions for details of what	WE will not pay for:  the EXCESS  any loss or damage excluded from the CONTENTS section
CONTENTS includes	<ul> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> <li>more than £30,000 for VALUABLES unless the item(s) is valued £5,000 or greater and is specified on YOUR SCHEDULE</li> <li>more than £10,000 for jewellery and watches and this limit is within the VALUABLES limit of £30,000</li> </ul>

Loss	or damage that is covered	Loss or Damage that is not covered
1.	Fire, smoke damage, lightning, explosion or earthquake	any gradually operating cause
2.	Aircraft and other flying devices or items dropped from them	while the HOME is UNOCCUPIED and or UNFURNISHED
3.	STORM, flood or weight of snow	to property in the open
		while the HOME is UNOCCUPIED and or UNFURNISHED
4.	Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	while the HOME is UNOCCUPIED and or UNFURNISHED
		caused by the failure or lack of grout and/or sealant
		resulting from the failure of fish tanks
		caused by taps being left on or sinks and/or baths overflowing
		water escaping or overflowing from down pipes, roof valleys, gullies or guttering
5.	Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	as a result of wear and tear or any gradually operating cause
	decontaminating politice fand and/or water	to domestic fixed fuel oil tanks
		caused by faulty workmanship
		while the HOME is UNOCCUPIED and or UNFURNISHED

Loss	or damage that is covered	Loss or Damage that is not covered
6.	Theft or attempted theft  The maximum WE will pay for CONTENTS in a domestic outbuilding including a garage is £5,000 per claim  The maximum WE will pay for CONTENTS in the open within the boundary of the HOME is £1,000 per claim	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> <li>while the HOME is lent, let or sub-let</li> <li>while the HOME is used for childminding activities unless there is physical evidence of a violent and forcible entry or exit</li> <li>caused by YOU, paying guests, lodgers, tenant(s), contractors or a DOMESTIC EMPLOYEE</li> <li>to VALUABLES in a domestic outbuilding or a garage</li> </ul>
7.	Collision by any vehicle or animal	<ul> <li>to PEDAL CYCLE(S)</li> <li>while the HOME is UNOCCUPIED and or</li> </ul>
		UNFURNISHED
8.	Riot, civil unrest, strikes or political disturbances	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> <li>if the claim is not reported to US within 7 days of the incident date</li> </ul>
9.	Malicious acts	while the HOME is UNOCCUPIED and or     UNFURNISHED     caused by YOU, paying guests or tenant(s)
10.	SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the BUILDINGS stand on	<ul> <li>arising from faulty design, specification, workmanship or materials</li> <li>that has been provided for or would have been provided for under any contract or guarantee by law had this policy not been in force</li> <li>caused by coastal erosion or riverbed erosion</li> <li>while the HOME is undergoing any structural repairs, alterations or extensions</li> <li>resulting from the action of chemicals on or the reaction of chemicals with any materials which form part of the BUILDINGS</li> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> </ul>
11.	Falling trees, telegraph poles or lamp poles	<ul> <li>caused by trees being cut down or cut back within the boundary of the HOME</li> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> </ul>

Loss	or damage that is covered	Loss or Damage that is not covered
12.	Temporary removal	• to VALUABLES
	WE will pay a maximum of £10,000 per claim for loss or damage to CONTENTS temporarily removed from the HOME caused by CONTENTS covers 1 to 9 whilst	to CONTENTS temporarily removed to a place outside of the BRITISH ISLES
	<ul> <li>in any private dwelling occupied by YOU</li> <li>in any property where YOU are living or working</li> <li>in any property while the item(s) is undergoing</li> </ul>	<ul> <li>to MONEY and CREDIT CARDS</li> <li>to CONTENTS at school, college or university</li> <li>as a result of theft or attempted theft unless there is physical evidence of a violent and forcible entry or exit</li> </ul>
	<ul> <li>valuation, repair or cleaning</li> <li>in any furniture deposit store in any bank or safety deposit</li> </ul>	while the HOME is UNOCCUPIED and or UNFURNISHED
13.	Students cover	• to VALUABLES
	WE will pay a maximum of £2,500 per claim for loss or damage to CONTENTS caused by CONTENTS cover 1 to 9, whilst a member of YOUR family is living	to CONTENTS temporarily removed to a place outside of the BRITISH ISLES
	in halls of residence or any other term time student accommodation whilst they are attending boarding	to MONEY and CREDIT CARDS
	school, college or university	<ul> <li>as a result of theft or attempted theft unless there is physical evidence of a violent and forcible entry or exit</li> </ul>
		while the HOME is UNOCCUPIED and or UNFURNISHED
		while the HOME is let to tenant(s)
		while the HOME is occupied as a holiday home
		to PEDAL CYCLE(S)
14.	Rent payable and alternative accommodation  If the HOME is damaged by any cause covered under the CONTENTS section of this policy and as a result it cannot be lived in, WE will pay up to	We will not pay for alternative accommodation that is not of a similar size or standard to that of the HOME unless that is the only alternative accommodation available
	£50,000 for the:	<ul> <li>loss of income from bookings if the HOME is used for bed and breakfast and/or paying guests</li> </ul>
	• rent YOU have to pay as the occupier	while the HOME is UNOCCUPIED and or UNFURNISHED
	<ul> <li>alternative accommodation for YOU and YOUR pets</li> </ul>	while the HOME is let to a tenant(s)
	for a maximum of 12 months from the date of damage, or until the HOME is ready to be lived in, whichever occurs first	while the HOME is occupied as a holiday home
15.	Fatal BODILYINJURY	while the HOME is let to a tenant(s)
	WE will pay £5,000 if YOU die as a result of BODILY INJURY caused at the HOME by fire, explosion, lightning or intruders, provided that YOUR death	while the HOME is UNOCCUPIED and or UNFURNISHED
	happens within 12 months of the sustained BODILY INJURY	while the HOME is occupied as a holiday home

Loss	or damage that is covered	Loss or Damage that is not covered
16.	Locks and keys	while the HOME is let to a tenant(s)
	WE will pay for the costs of changing locks following accidental loss or theft of keys to:  external doors of the HOME  alarm systems or domestic safes in the HOME  The maximum amount WE will pay is £500 per claim	<ul> <li>while the HOME is used as a holiday home by friends and/or family and/or unrelated guests</li> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> </ul>
17.	Loss of metered water and loss of oil  WE will pay for increased metered water charges YOU have to pay following an escape of water discharged from a metered water system providing service to the HOME  and/or	while the HOME is UNOCCUPIED and or UNFURNISHED
	WE will pay for loss of oil following a claim for escape of oil  The maximum amount WE will pay for loss of metered water and/or loss of oil is £2,000 per claim	
18.	Celebration or religious festival  WE will increase the CONTENTS SUM(S) INSURED by £1,000 for a period of 30 days before and 30 days after a celebration or religious festival that YOU celebrate	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> <li>while the HOME is let to a tenant(s)</li> <li>while the HOME is occupied as a holiday home</li> </ul>
19.	Deterioration of food  WE will pay for loss or damage to food stored in any domestic fridge or freezer in the HOME caused by:  a rise or fall in temperature  contamination by freezing agents  The maximum amount WE will pay is £2,000 per claim	<ul> <li>caused by YOUR electricity supplier cutting off or restricting YOUR supply</li> <li>due to the failure of YOUR electricity supply caused by a strike or any other industrial action</li> <li>if the domestic fridge or freezer is over 10 years old</li> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> <li>while the HOME is let to a tenant(s)</li> <li>while the HOME is occupied as a holiday home</li> </ul>
20.	DOWNLOADS  WE will pay for the cost of replacing DOWNLOADS following loss or damage caused by CONTENTS cover 1 to 9  The maximum WE will pay is £1,000 per claim	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> <li>while the HOME is let to a tenant(s)</li> <li>while the HOME is used as a holiday home by friends and/or family and/or unrelated guests</li> </ul>

L033 (	or damage that is covered	Loss or Damage that is not covered
21.	MONEY	for shortages due to error or omission
	WE will pay for theft or accidental loss of MONEY anywhere in the world	• for loss of value
	The maximum WE will pay is £1,000 per claim	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> </ul>
		not reported to the police within 24 hours
		while the HOME is let to a tenant(s)
		<ul> <li>while the HOME is used as a holiday home by friends and/or family and/or unrelated guests</li> </ul>
22.	Deeds and documents	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> </ul>
	WE will pay for theft or ACCIDENTAL DAMAGE to deeds and documents	• while the HOME is let to a tenant(s)
	The maximum WE will pay is £1,000 per claim	while the HOME is occupied as a holiday home
23.	HOME OFFICE EQUIPMENT	while the HOME is UNOCCUPIED and or UNFURNISHED
	WE will pay for the cost of replacing HOME OFFICE EQUIPMENT following loss or damage caused by CONTENTS cover 1 to 9	to machinery, tools and equipment not contained within the HOME OFFICE EQUIPMENT definition
	The maximum WE will pay is £5,000 per claim	to HOME OFFICE EQUIPMENT not owned or leased in YOUR private individual name
		• while the HOME is let to a tenant(s)
		while the HOME is used as a holiday home by friends and/or family and/or unrelated guests
24.	Unauthorised use of CREDIT CARDS	for shortages due to an error or omission
	WE will pay if YOU become legally liable as a result of unauthorised use of YOUR CREDIT CARDS, following	• for loss of value
	loss or theft anywhere in the world	that can be recovered under any other insurance policy
	The maximum WE will pay is £5,000 per claim	<ul> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> </ul>
		• while the HOME is let to a tenant(s)
		while the HOME is used as a holiday home by friends and/or family and/or unrelated guests
		not reported to the police within 24 hours
		not reported to card issuing company

# Loss or damage that is covered

# 25. Occupiers liability & personal liability

# Occupiers liability:

WE will pay all amounts YOU legally have to pay for causing BODILYINJURY or loss of or damage to property, happening during the PERIOD OF INSURANCE as occupier (not as owner) of the HOME and its land

The maximum amount WE will pay is £2,000,000 for each claim

WE will also pay YOUR costs and expenses which WE have already agreed to in writing

### Personal liability:

WE will pay all amounts YOU legally have to pay, in a personal capacity (not as owner or occupier of any building or land), for causing BODILYINJURY or loss of or damage to property, happening during the PERIOD OF INSURANCE in:

- the BRITISH ISLES
- the rest of the world, for temporary visits (maximum of 60 days per trip)

The maximum amount WE will pay is £2,000,000 for each claim

WE will also pay YOUR costs and expenses which WE have already agreed to in writing

# Loss or Damage that is not covered

- BODILYINJURY to YOU, a DOMESTICEMPLOYEE or any other employee, to paying guests, a lodger or boarders
- to property leased, let, rented, hired, lent or entrusted to YOU

Any liability arising directly or indirectly from:

- any lift (other than a stair lift) YOU own or lease or YOU are responsible for maintaining
- the ownership or use of mechanically powered or motorised vehicles or micro mobility devices except for:
  - domestic garden machinery
  - electric wheelchairs and registered disabled persons buggies as long as it does not exceed 8 miles per hour and is not licensed for road use
  - PEDAL CYCLE(S)
- the ownership or use of:
  - pedestrian controlled models or toys which exceed 8 miles per hour
  - aircraft, except model aircraft that have a wing span of less than 10 feet
  - drones, gliders, hang gliders and microlights
  - hovercrafts, boards or any other craft or equipment designed to be used in water, other than pedestrian controlled models or toys and hand or foot propelled boats
  - caravans, horse boxes, trailers or trailer tents
  - firearms, except legally held sporting guns used for sporting purposes
  - animals as specified under the Dangerous Dogs Act 1991 and any later amendments
- any deliberate or malicious acts, assault and/or corporal punishment
- hunting or racing of any kind, except on foot
- disease or virus that YOU pass onto another person
- occupiers liability if the HOME is used for any business, trade, profession or employment except for clerical business use
- any agreement unless YOU would have had that liability had the agreement not been in existence
- any claim where YOU would be entitled to be paid under any other policy, if this policy did not exist, unless the amount to be settled exceeds the SUM(S) INSURED payable under the other policy
- any amount unless WE have agreed it in writing with YOU
- while the HOME is UNOCCUPIED and or UNFURNISHED

Loss or da	mage that is covered	Loss or Damage that is not covered
WE hav hap cou the The eac	WESTIC EMPLOYEE liability  will pay YOUR legal liability for all amounts YOU we to pay for accidental BODILYINJURY which opens to any DOMESTIC EMPLOYEE, during the arse of their work or which is caused by YOU at HOME, during the PERIOD OF INSURANCE  maximum amount WE will pay is £10,000,000 for h claim  will also pay YOUR costs and expenses which WE we already agreed to in writing	any amount unless WE have agreed to it in writing with YOU
WE HO	will pay YOUR legal liability as a tenant of the ME up to a maximum of £10,000 per claim in sect of amounts YOU have to pay for:  damage to the structure of the HOME or to the landlord's fixtures and fittings and interior decorations, caused by CONTENTS cover 1 to 9  the cost of repairing ACCIDENTAL DAMAGE to the cables, underground pipes, drains, inspection covers which serve the HOME  ACCIDENTAL DAMAGE to fixed glass in windows, doors, fanlights, skylights and conservatories  ACCIDENTAL DAMAGE to fixed SANITARY WARE	<ul> <li>any amount unless WE have agreed it in writing with YOU</li> <li>while the HOME is UNOCCUPIED and or UNFURNISHED</li> <li>the cost of clearing a blocked drain or blocked sink</li> <li>Liability arising directly or indirectly from:</li> <li>any lift (other than a stair lift) YOU own and/or lease or YOU are responsible for maintaining</li> <li>any deliberate or malicious acts</li> <li>using the HOME for any business, trade, profession or employment other than for clerical business use</li> <li>any agreement unless YOU would have had that liability had the agreement not been in existence</li> <li>any claim where YOU would be entitled to be paid under any other policy, if this policy did not exist, unless the amount to be settled exceeds the SUM(S) INSURED payable under the other policy</li> </ul>

# **SECTION 4: ACCIDENTAL DAMAGE TO CONTENTS**

What is covered	What is not covered
The maximum WE will pay is the CONTENTS SUM(S) INSURED as stated on YOUR SCHEDULE	WE will not pay for:
Any VALUABLES valued £5,000 or greater are in addition to the CONTENTS SUM(S) INSURED	<ul> <li>the EXCESS</li> <li>any loss or damage excluded from the ACCIDENTAL</li> </ul>
Please refer to the policy definitions for details of what ACCIDENTAL DAMAGE and CONTENTS includes	<ul> <li>DAMAGE to CONTENTS section</li> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> </ul>
	more than £30,000 for VALUABLES unless the item(s) is valued £5,000 or greater and is specified on YOUR SCHEDULE
	more than £10,000 for jewellery and watches and this limit is within the VALUABLES limit of £30,000

Loss or damage that is covered	Loss or Damage that is not covered
1. ACCIDENTAL DAMAGE to the CONTENTS	to MONEY, CREDIT CARDS, documents or stamps
	to CONTENTS within garages and outbuildings
	caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	caused by chewing, tearing, scratching or fouling by animals
	to contact, corneal or micro lenses
	while the HOME is lent, let or sub-let
	caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any gradually operating cause
	arising out of faulty design, specification, work manship or materials
	• from mechanical or electrical faults or breakdown
	arising from demolition, structural alteration or structural repair of the BUILDINGS
	caused by dryness, dampness, extremes of temperature or exposure to light
	contributed to or arising from any kind of pollution and/or contamination
	while the HOME is UNOCCUPIED and or UNFURNISHED
	while the HOME is let to a tenant(s)

Loss or damage that is covered	Loss or Damage that is not covered
	• while working from HOME as a childminder
	• to strings, reeds and drumheads
	<ul> <li>while the HOME is used as a holiday home by friends and/or family and/or unrelated guests</li> </ul>
	<ul> <li>damage to CONTENTS resulting from water ingress if the cause of the damage is not 3. STORM, flood or weight of snow or 4. Escape of water. This policy will not pay for repair or replacement of the CONTENTS if the cause of the damage is excluded under any section</li> </ul>

# **CLAIMS SETTLEMENT**

# APPLICABLE TO SECTION 3: CONTENTS AND SECTION 4: ACCIDENTAL DAMAGE TO CONTENTS

#### **Limit Of Insurance**

WE will not pay more than the SUM(S) INSURED shown in the SCHEDULE

## **Replacement Or Repair**

If YOU claim for loss or damage to CONTENTS WE will at OUR option repair, replace, reinstate or pay for any item(s) covered under this section(s).

For total loss or destruction of any item(s) WE will pay YOU the cost of replacing the item(s) as new, provided that the new item(s) is as close as possible to but not an improvement on the original item(s) when it was new.

A deduction for wear and tear will apply to clothing and household linen.

The basis of claims settlement for loss or damage to a stamp or stamp COLLECTION will be 65% of the current catalogue value published by Messrs Stanley Gibbons & Company.

The basis of claims settlement for loss or damage to a coin or coin COLLECTION will be 65% of the current catalogue value published by B A Seaby Limited.

# Pairs, Sets And Suites

WE will not pay the cost of replacing or repairing any undamaged CONTENTS which form part of a pair, set, suite, COLLECTION or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

# Automatic Re-instatement Of Sum(s) Insured

WE will not reduce the SUM(S) INSURED after WE have paid a claim provided that YOU agree to carry out OUR recommendations to prevent further loss or damage within an agreed period of time.

# Sum(s) Insured

If YOU are under insured which means the cost of replacing all YOUR CONTENTS as new at the time of the loss or damage is more than the CONTENTS SUM(S) INSURED this could affect YOUR claim and it could invalidate YOUR policy.

### Policy Sub Limits:

For individual VALUABLES below £5,000 the total VALUABLES limit is £30,000, limited to £10,000 for jewellery and watches and this is included within the CONTENTS SUM(S) INSURED.

 $Please \ note \ any \ item \ specified \ under \ PERSONAL \ POSSESSIONS \ is \ in \ addition \ to \ the \ \pounds 10,000 \ jewellery \ and \ watches \ limit.$ 

VALUABLES valued £5,000 or greater must be specified on the SCHEDULE and the maximum WE will pay is the listed value for each time.

If the information provided by YOU at any time is not complete and accurate or it is misrepresented:

- WE may void YOUR policy (this means the policy will be treated as if it never existed) and refuse to pay any claim
- WE may cancel YOUR policy and refuse to pay any claim
- WE may not pay any claim in full
- WE may revise the premium and/or change any EXCESS
- the extent of the cover may be affected

# **Proof Of Ownership and Value / Supporting Evidence**

If YOU claim for CONTENTS or VALUABLES and the item(s) is not specified on YOUR SCHEDULE, WE may ask for evidence that YOU own the items(s).

When YOU notify US of a claim it will help if YOU can provide details of the make, model and serial number of any electrical goods.

If YOU claim for any specified item on YOUR SCHEDULE, YOU will need to provide proof of the item's value. WE recommend YOU retain photographs, instruction booklets, copies of valuations and receipts.

For specified VALUABLES WE recommend YOU obtain a professional valuation at least once every 3 years.

# **SECTION 5: PERSONAL POSSESSIONS**

What is covered	What is not covered
The maximum WE will pay is the PERSONAL POSSESSIONS SUM(S) INSURED as stated on YOUR SCHEDULE  Please refer to the policy definitions for details of what PERSONAL POSSESSIONS includes	<ul> <li>WE will not pay for:         <ul> <li>the EXCESS</li> </ul> </li> <li>any amount £2,000 or greater for any one item (including articles forming a pair, set or COLLECTION) unless specified YOUR SCHEDULE</li> <li>PEDAL CYCLE(S)</li> <li>any loss or damage excluded from the PERSONAL POSSESSIONS section</li> </ul> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li>

Loss or damage that is covered	Loss or Damage that is not covered
Loss or damage to PERSONAL POSSESSIONS anywhere in the world up to a maximum period of 60 days any one trip	any amount over £1,000 in total in respect of theft from any vehicle when left unattended (without an authorised occupant), unless the theft is from a locked and/or concealed luggage boot and/or closed glove compartment following forcible and violent entry to the locked vehicle
	caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause
	from electrical or mechanical faults or breakdown
	by dyeing, cleaning, repair, renovation or whilst being worked upon
	to guns caused by rusting or bursting of barrels
	to breakage of strings, reeds or drumheads
	to sports equipment whilst in use
	to contact, corneal or micro corneal lenses, dental appliances unless otherwise stated in YOUR SCHEDULE
	as a result of theft or disappearance of jewellery and/or watches from baggage unless such baggage is carried by hand and under YOUR personal supervision at all times
	to motor vehicles, caravans, aircraft, watercraft, sail     boards or surf boards
	as a result of theft of musical instruments unless kept in a locked room or building and there are signs of forcible or violent entry or exit
	to articles used for business or professional purposes, including items owned or leased to YOU

Loss or damage that is covered	Loss or Damage that is not covered
	while the HOME is UNOCCUPIED
	while the HOME in UNFURNISHED
	while the HOME is let to tenant(s)
	while the HOME is occupied as a holiday home

# **SECTION 6: PEDAL CYCLE(S)**

What is covered	What is not covered
The maximum WE will pay is the PEDAL CYCLE(S) SUM(S) INSURED as stated on YOUR SCHEDULE	• the EXCESS
Please refer to the policy definitions for details of what PEDAL CYCLE(S) includes	any loss or damage excluded from the PEDAL     CYCLE(S) section
	<ul> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> </ul>

Loss or damage that is covered	Loss or Damage that is not covered
Loss or damage to PEDAL CYCLE(S) anywhere in the world up to a maximum period of 60 days any one trip	tyres, lamps or accessories, unless the PEDAL     CYCLE(S) is stolen or damaged at the same time
	wear and tear or any gradually operating cause
	from mechanical or electrical faults or breakdown
	while the PEDAL CYCLE(S) is used for racing or pacemaking or is let out on hire or is used other than for private purposes
	as a result of theft or attempted theft of the PEDAL CYCLE(S) unless the PEDAL CYCLE(S) is in a locked building or secured to an immovable object
	while the HOME is UNOCCUPIED
	while the HOME in UNFURNISHED
	while the HOME is let to tenant(s)
	while the HOME is occupied as a holiday home

# **CLAIMS SETTLEMENT**

# APPLICABLE TO SECTION 5: PERSONAL POSSESSIONS AND / OR SECTION 6: PEDAL CYCLE(S)

#### **Limit Of Insurance**

WE will not pay more than the SUM(S) INSURED shown in YOUR SCHEDULE.

### **Replacement Or Repair**

If YOU claim for loss or damage to PERSONAL POSSESSIONS and/or PEDAL CYCLE(S), WE will at OUR option repair, replace, reinstate or pay for any item(s) lost or damaged.

For total loss or destruction of any item(s) WE will pay YOU the cost of replacing the item(s) as new, provided that the new item(s) is as close as possible to but not an improvement on the original item(s) when it was new.

A deduction for wear and tear will apply to clothing.

# Pairs, Sets And Suites

WE will not pay the cost of replacing or repairing any undamaged PERSONAL POSSESSIONS which form part of a pair, set, suite, COLLECTION or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### Automatic Re-instatement Of Sum(s) Insured

WE will not reduce the SUM(S) INSURED after WE have paid a claim provided that YOU agree to carry out OUR recommendations to prevent further loss or damage within an agreed timeframe.

#### Sum(s) Insured

If YOU are under insured which means the cost of replacing all PERSONAL POSSESSIONS and/or PEDAL CYCLE(S) as new at the time of the loss or damage is more than the SUM(S) INSURED, this could affect YOUR claim and it could invalidate YOUR policy.

For specified items the maximum WE will pay is the listed value for each item.

If the information provided by YOU at any time is not complete and accurate or it is misrepresented:

- WE may void YOUR policy (this means the policy will be treated as if it never existed) and refuse to pay any claim
- WE may cancel YOUR policy and refuse to pay any claim
- WE may not pay any claim in full
- WE may revise the premium and/or change any EXCESS
- · the extent of the cover may be affected

# **Proof Of Ownership and Value / Supporting Evidence**

If YOU claim for PERSONAL POSSESSIONS and the item(s) is not specified on YOUR SCHEDULE, WE may ask for evidence that YOU own the items(s).

If YOU claim for any specified item of PERSONAL POSSESSIONS or PEDAL CYCLE(S), YOU will need to provide proof of the item's value. WE recommend YOU retain photographs, instruction booklets, copies of valuations, receipts, make, model and serial number.

For any specified item(s) WE recommend YOU obtain a professional valuation at least once every 3 years.

# **POLICY CONDITIONS**

The following policy conditions apply to all sections of the policy

#### 1. Information We Need To Know About

YOU must take reasonable care to provide complete and accurate answers to the questions WE ask and this duty exists thorough the PERIOD OF INSURANCE. If YOU do not provide US with complete and accurate information which is subsequently disclosed, or comes to light after the commencement of this policy, WE may consider that YOU have misrepresented the facts. If this occurs, WE could:

- WE may void YOUR policy (this means the policy will be treated as if it never existed) and refuse to pay any claim
- WE may cancel YOUR policy and refuse to pay any claim
- WE may not pay any claim in full
- WE may revise the premium and/or change any EXCESS
- the extent of the cover may be affected

#### 2. Claims

As soon as YOU are aware of an incident or cause which is likely to lead to a claim under this policy, YOU must:

- contact US as soon as reasonably possible and provide all the information and help WE need
- contact the police immediately about any property which has been lost, stolen or maliciously damaged and obtain a crime reference number
- do all YOU reasonably can to recover any lost or stolen property and tell US if any property is then returned to YOU
- send US all correspondence unanswered, including any legal or other documents YOU may receive
- avoid discussing liability with, or admitting liability to, anyone else without OUR permission

It is YOUR responsibility to provide proof of any loss and therefore WE may ask YOU to provide receipts, valuations, photographs, instruction booklets, guarantees and any other relevant documentation and assistance WE may require to help with YOUR claim.

# **Our Rights**

- WE may:
  - take over and defend or settle any claim, or right YOU may have against another person, in YOUR name
  - prosecute (in YOUR name for OUR own benefit) any claim for indemnity or damages
- WE have the right to do as WE see fit in legal action and in settling YOUR claim
- WE have the right to enter any BUILDINGS where loss or damage has occurred and deal with salvage, YOU are not
  entitled to abandon any property to US

### Sum(s) Insured Limit

For any claim or series of claims involving legal liability covered by this policy, WE will pay:

- up to the SUM(S) INSURED shown in the SCHEDULE
- any lower amount for which WE can settle YOUR claim

Once WE have made the payment, WE will have no further liability in connection with YOUR claim, apart from paying costs and expenses YOU incurred before the payment date which WE have agreed.

#### 3. Fraudulent Claim

If YOU or anyone acting on YOUR behalf provides false information or false documentation during the course of a claim, WE shall not be liable to pay YOU any sums in respect of the fraudulent claim. WE may recover from YOU any sums that WE have already paid to YOU in respect of the fraudulent claim. WE can also treat this policy as terminated from the date of YOUR fraudulent act.

#### 4. Other Insurance Policies

If there is any other insurance covering the same claim, WE will only pay OUR share of the claim.

#### 5. Cancellation

Following the expiry of YOUR statutory 14 day right to cancel (also known as the cooling-off period) YOU continue to have the right to cancel YOUR policy at any time during the PERIOD OF INSURANCE. If YOU wish to cancel YOUR policy please contact YOUR insurance advisor.

If YOU do cancel YOUR policy after the "cooling-off period", YOU will be entitled to a refund of any premium YOU have paid, less a proportional deduction for the time YOU have been on cover, subject to no claims being made or notified during the PERIOD OF INSURANCE.

If YOU wish to cancel YOUR policy and there has been a claim(s) in the PERIOD OF INSURANCE, any outstanding premium must be paid in full to YOUR insurance advisor.

WE (or any agent WE appoint and who acts with OUR specific authority) may cancel this policy by sending YOU 7 day's notice by recorded delivery to YOUR last known address. YOU may be entitled to a refund of the premium paid, subject to a proportional deduction for the time that YOU have been covered and subject to no claims being made or notified during the PERIOD OF INSURANCE.

WE will only cancel the policy for a valid reason, such as:

- non-payment of premium
- there is a change in risk occurring which WE are unable to insure
- YOU breach any terms and conditions of YOUR policy

WE reserve the right the void the policy (this means the policy will be treated as if it never existed) and retain the premium if:

- Any information has not been honestly and accurately declared
- You or anyone on YOUR behalf commits fraud or attempts to commit fraud as per policy condition 3

# 6. Your Duty To Keep To The Policy Conditions

To be covered by this insurance, YOU must keep to the terms and conditions of this policy throughout the PERIOD OF INSURANCE.

Failure to comply with an ENDORSEMENT(S) or policy condition that applies to the entire policy, could affect the validity of the policy and result in a claim(s) being rejected.

If there is a breach of an ENDORSEMENT(s) or policy condition and a claim(s) is made, WE will not reply on the breach to reject the claim(s) if YOU show that failure to comply with the ENDORSEMENT(S) or policy condition did not increase the risk and that the breach is unconnected to the loss.

#### 7. Arbitration

If WE have accepted YOUR claim but disagree with the amount to be paid, an arbitrator will decide the matter. YOU and WE must agree on an arbitrator in line with the law at the time. If YOU cannot agree WE have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. YOU must wait for the arbitrator's decision before YOU can take any legal action against US.

# 8. Renewal Of The Policy

If WE are willing to continue providing cover and YOUR insurance adviser advises YOU of OUR renewal terms, YOU authorise YOUR insurance adviser to renew this insurance on expiry, unless YOU inform YOUR insurance adviser to the contrary before YOUR renewal date.

# 9. Your Duty To Prevent Loss Or Damage

YOUR policy is intended to cover YOU against unforeseen events like fire or theft. It does not cover wear and tear or any other gradually operating cause.

- YOU must take all reasonable precautions to prevent accidents, loss or damage
- all property insured by this policy must be maintained in good condition

#### 10. Deliberate Acts

WE will not pay for loss or damage as a result of a deliberate act by YOU.

#### 11. Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business, collectively known as Sanctions.

Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable laws or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, Pen are generally restricted from providing broking, claims handling or other services that relate to Cuba or Iran – including because of significant difficulties in processing payments and other commercial and reputational considerations.

No INSURER(S) shall be deemed to provide cover and no INSURER(S) shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the INSURER(S) to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, law or regulations of the European Union, United Kingdom or the United States of America.

Any insurance intermediary or broker who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to Pen in respect of any services provided to Pen or on Pen's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

## 12. Pre-Existing Damage

WE will not pay any pre-existing loss or damage that occurred prior to this policy being taken out. Only claims occurring within the PERIOD OF INSURANCE will be considered.

# **POLICY EXCLUSIONS**

The following policy exclusions apply to all sections of the policy

#### 1. Radioactive Contamination And Nuclear Assemblies

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### 2. War Exclusion

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:

• war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

# 3. Date Change

Any loss or damage to any electronic and or computer-related equipment which fails to correctly recognise a date change.

# 4. Computer Failure

 $Loss\ or\ damage\ to\ any\ electronic\ and/or\ computer\ related\ equipment\ caused\ by\ computer\ failure,\ computer\ error\ or\ any\ other\ malfunction.$ 

# 5. Sonic Boom

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

# 6. Reduction In Value

Any reduction in market value of the HOME following repair or replacement paid for under this policy.

# 7. Deception

Any loss or damage suffered by YOU as a result of being deceived into knowingly parting with property unless deception is used only to gain entry into the HOME.

# 8. Confiscation

Any loss or damage caused by confiscation, detention or seizure by:

- customs, police or officials
- order of any court of law
- any statutory or regulatory authority

#### 9. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means and which is the direct or indirect result of terrorism, or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and, or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

# 10. Pollution or Contamination

Pollution or contamination is excluded unless it is:

- the result of leakage of oil from a fixed domestic heating installation at the HOME
- caused by ACCIDENTAL DAMAGE (unexpected and unintended damage caused suddenly by an outside force)
  during the PERIOD OF INSURANCE at the HOME and the loss or damage is reported to US no later than 30 days
  after the expiry of the PERIOD OF INSURANCE.



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