

# POLICY DOCUMENT SPECIALIST HOME INSURANCE



## **CONTENTS**

Welcome	3
Important Information About Your Policy	
Things We Need To Tell You About	
Definitions	
Our Service Commitment To You	11
Cancelling This Policy	12
Claims Procedure	13
Claims Terms And Conditions	15
General Conditions	
General Exclusions	20
Section One – Buildings	22
Section Two – Contents	28
Section Three – Accidents To Domestic Staff	35
Section Four – Legal Liability To The Public	36
Section Five - Valuables And Personal Possessions (Cover Away From The Home)	39
Section Six – Domestic Deep Freeze Cover	
Section Seven – Pedal Cycles	42
Section Eight – Money And Credit Card Cover	44

#### **WELCOME**

Thank **you** for choosing Specialist Home Insurance to protect **your** property.

**We** want to help **you** understand **your** Specialist Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This booklet, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

This policy is not complete without a policy **schedule**. Your policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

**Your** Specialist Home Insurance Policy Document is split into 8 Sections. Not all Sections of this policy may apply to **you**. The cover you have selected will be shown on your policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy documents and any later written notices sent to **you** by **your Broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- you understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what your responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent Pen Underwriting Limited underwrites Insurance and handles claims for **you** on behalf of the insurers.

(Pen Underwriting Limited. Registered Office: The Walbrook Building, 25 Walbrook, London, EC4N 8AW. Registered in England and Wales. Company Number: 05172311.)

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

## **IMPORTANT INFORMATION ABOUT YOUR POLICY**

#### The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

We and you have agreed that any legal proceedings between you and us in connection with this insurance will only take place in the courts of the part of the United Kingdom in which the premises are located.

#### The Insurers or Service Providers

This Specialist Home Insurance policy is underwritten by Fairmead Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

#### Your total peace of mind

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme, 10<sup>th</sup> Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 www.fscs.org.uk

#### THINGS WE NEED TO TELL YOU ABOUT

#### Our Agreement with you

This policy is a legal contract between you and us.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

**Our** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us. You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the
  premium paid. We will only do this if we provided you with insurance cover we would
  not have otherwise offered;
- amend the terms of your insurance. We may apply these amended terms as if they
  were already in place if a claim has been made adversely impacted by your
  carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

#### We or your broker will write to you if we:

- intend to treat your policy as if it never existed; or
- need to amend the terms of your policy

If you become aware that the information you have given us is inaccurate, you must information your broker as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

#### Our use of language

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

#### **Several Liability Notice**

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any cosubscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request..

#### THINGS WE NEED TO TELL YOU ABOUT

#### **Data Protection**

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - https://www.penunderwriting.co.uk/Privacy-and-Cookies. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

#### Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage Physical damage caused suddenly and unexpectedly by

an outside force.

Bank Cards Credit cards, charge cards, debit cards, bankers cards and

cash dispenser cards.

**Bodily Injury** Includes death or disease.

**Broker** The intermediary who arranged this insurance on **your** behalf.

**Buildings** The **home** and its decorations including:

• Fixtures and fittings attached to the **home**,

 Permanently installed swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks,

Solar panels permanently attached to the main private dwelling

which **you** own or for which **you** are legally liable within the **premises** named in the **Schedule**.

**Contents**Household goods and personal property within the **home**, which are **your** property or which **you** are legally liable for.

#### Contents include:

- · Tenants fixtures and fittings,
- · Carpets,
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home,
- Contents outside the home but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home),
- Money and credit cards up to £300 in total,
- Deeds and registered bonds and other personal documents up to £1,500 in total,
- Stamps and coins forming part of a collection up to £1,250 in total,
- **Valuables** up to £2,500 or 10% of the sum insured for **contents** whichever is less, within the private dwelling,
- Domestic oil in fixed fuel oil tanks up to £1,000,
- Office Equipment up to £5,000,
- Contents in outbuildings up to £2,500, unless otherwise stated in the schedule.

#### Contents does not include:

- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- · Any living creature,
- Any part of the buildings,
- Any property held or used for business purposes other than as defined under **office equipment**,
- Landlords fixtures and fittings
- Any property insured under any other insurance,

#### Applicable to the whole of this insurance (continued)

**Credit Cards** Includes charge cards, debit cards, banker's cards and

cash dispenser cards.

**Endorsement** A change in the terms and conditions of this insurance.

**Excess** The amount payable by you in the event of a claim as stated in

the Certificate of Insurance.

**Family** Any family (including adopted children, step-children and foster

children), fiancé(e)s, co-habitees or partners. 'Family' does not

include lodgers or tenants.

Heave Upward and/or lateral movement of the site on which your

buildings stand caused by swelling of the ground.

Home The private dwelling of **standard construction** and the garages

and outbuildings used for domestic purposes at the premises

shown in the schedule.

Landslip Downward movement of sloping ground.

Money • Current legal tender, cheques, postal and money orders,

• Postage stamps not forming part of a stamp collection,

• Savings stamps and savings certificates, travellers' cheques,

• Premium bonds, luncheon vouchers and gift tokens,

all held for private or domestic purposes.

**Occupant** A person or persons authorised by you to stay in the home

overnight.

Office Equipment Office equipment used in conjunction with your business in the

home which belongs to you or for which you are legally liable.

#### Office equipment includes:

- Furniture,
- · Computers and associated equipment
- · Printers.
- · Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

#### Office equipment does not include:

- · Loss of magnetism or corruption of data;
- Compensation for you not being able to use the office equipment;
- Equipment more specifically insured by any other insurance:
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- Money held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed:
- Loss or damage to computer software

#### Applicable to the whole of this insurance (continued)

#### **Outbuildings**

Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one outbuilding, unless specifically stated otherwise in the policy **schedule**.

Unless otherwise agreed, outbuildings do not include:

- Tree houses
- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

#### Period of Insurance

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

#### **Personal Possessions**

Settlement

**Personal Possessions** are items that belong to **you** and are normally worn or carried on the person.

#### Personal Possessions includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,

#### **Personal Possessions** does not include:

- Tools used or held for business, professional or trade purposes,
- Money or bank cards,
- Valuables.
- Contact or corneal lenses unless otherwise specified in the schedule,
- Pedal cycles,
- Any property insured under any other insurance.

**Premises** The address which is shown in the **schedule**.

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

Schedule The schedule is part of this insurance and contains details of

**you**, the premises, the sums insured, the **period of insurance** and the sections of this insurance which apply.

Downward movement as a result of the ground being compressed by the weight of the **building**.

**Standard Construction** The **buildings** which are constructed of brick, stone or

concrete and roofed with slates, tiles, metal or concrete.

Subsidence Downward movement of the site on which your buildings

stand by a cause other than the weight of the **buildings** 

themselves.

#### Applicable to the whole of this insurance (continued)

**Terrorism** Any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means,
- Putting the public or any section of the public in fear.

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom The 'United Kingdom' will include England, Wales, Scotland,

Northern Ireland, the Isle of Man and the Channel Islands,

and journeys between these countries.

Unfurnished Where the main buildings are not furnished enough for you

to live in.

**Unoccupied** Where the **buildings** have not been lived in by **you** for more

than 30 consecutive days during the period of insurance.

Valuables Items of gold, silver or other precious metals, jewellery and

furs, and other collections (paintings, works of art etc.) which

belong to you or are your legal responsibility.

We/Us/Our The Insurer(s) stated in the schedule.

You/Your/Insured The person or persons named in the schedule and all

members of your family who permanently live in the home,

including any resident domestic staff employed by you.

#### **OUR SERVICE COMMITMENT TO YOU**

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance please contact **your broker**. If you have any questions or concerns about the handling of a claim, **you** should contact:

#### **Claims Enquiries**

The Claims Team
Davies Group
PO BOX 1291
Preston
PR2 0QJ

Tel: 0330 102 6062

Email: prestonclaims@davies-group.com

If you are not satisfied and wish to make a complaint, then you may contact:

#### **Policy and Claims Complaints**

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Pen Underwriting's internal complaints handling procedures ensure that they are fully compliant with the regulations laid out by the Financial Conduct Authority and therefore should **you** register a complaint **you** can be assured that they will:

- Ensure that complaints and expressions of dissatisfaction are accurately recorded to allow a full and independent review if required.
- Acknowledge any unresolved complaint within 5 working days.
- Carry out a full review of all formal complaints managed fairly and independently by a
  person of appropriate seniority and authority.
- Aim to provide a detailed response to your complaint within four weeks. If this is not
  possible they will provide you with a written update explaining the current status of your
  complaint.
- If they have not been able to resolve **your** complaint in eight weeks they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Service.

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service Exchange Tower

London E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged)

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

#### **CANCELLING THIS POLICY**

#### Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the **period of insurance**,

whichever is the latter.

Providing no claim has been made we will refund your premium in full.

#### **Outside of the Cooling-off Period**

If you wish to cancel your policy after 14 days you can do so at any time by contacting your Broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

#### Our right to cancel this Policy

**We** can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- We have identified serious grounds (such as the use or threat of violence or aggressive behaviour against our staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- You breach any terms and conditions of your policy.

Please also see the Fraud Conditions on page 20 of this policy and the Change in Circumstances Conditions on page 19 of this policy.

Where possible, we will try to seek an opportunity to resolve the matter with you.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

#### **Important Notice**

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information.

#### **CLAIMS PROCEDURE**

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

#### How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If you need to make a claim under this policy, please contact us straight away by calling the claims helpline on:

#### **New Claims**

The Claims Team
Davies Group
PO BOX 1291
Preston
PR2 0QJ

Tel: 03301 026 766

Email: prestonclaims@davies-group.com

#### (Please note that claims are administered on our behalf by Davies Group)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When you call us, we may:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of our claims advisors, an
  independent loss adjuster or other expert their aim is to help us agree a fair settlement
  with you; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### **CLAIMS PROCEDURE** (CONTINUED)

For **Buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make your home safe for you,
- If further work is required, they will arrange a convenient time to complete the work,
- You will not need to obtain estimates,
- You can be assured of the standard of the work.

For **Contents** or **valuables** and **personal possession** claims, if an authorised repairer or supplier is used:

- we will arrange for someone to repair or replace the lost or damaged items,
- you can be assured of the standard of work.

#### **Payments**

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

#### **Domestic Helpline**

Use the helpline following an emergency in the **home** for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to **your home**. **You** will be responsible for the tradesman's charges.

Where appropriate **we** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **you** the means to rectify the problem yourself.

Simply telephone 0844 770 1041 and please quote "Quotedesk Family Legal Expenses".

#### **CLAIMS TERMS AND CONDITIONS**

#### Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- You must notify your broker as soon as possible giving full details of what has happened.
- You must provide us with details of what has happened within 30 days of discovering the loss or damage.
- If you or your family are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss you must tell the police immediately and obtain the police reference number. Tell us as soon as you can.
- If you or your family are the victim of riot you must tell us as soon as you can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 14 days, unanswered.
- You must not admit liability, or offer or agree to settle any claim without our written permission.
- You must take care to limit any loss, damage or liability.

#### How we deal with your claim

**We** may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything we can and to make sure no more damage happens. You must help us to do this but you must not abandon your property to us.

## **CLAIMS TERMS AND CONDITIONS (CONTINUED)**

How we deal with your claim (continued)

We have the right, if we choose, in your name but at our expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

#### **Other Insurance**

**We** will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

#### **GENERAL CONDITIONS**

#### Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

#### **Take Care**

**You** must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

**You** must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the sums insured shown in your schedule are adequate.

i. **Buildings** should insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

ii. **Contents** should be insured for the full cost of replacement as new.

#### **Changes in Circumstances**

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- You are going to move home permanently;
- Someone other than **your family** is going to live in **your home**:
- Your home is going to be used for short periods each week or as a holiday home;
- Your home is going to be unoccupied;
- Work is to be done on your home which is not routine repair, maintenance or decoration, for example any structural alteration or extension to your home;
- You or any member of your family has received a conviction for any offence except for driving;
- Any increase in the value of your contents or the rebuilding cost of your buildings;
- Any part of your home is going to be used for any trade, professional or business purposes:

There is no need to tell **us** about trade, professional or business use if:

- The trade, professional or business use is only clerical; and
- There are no staff employed to work from the home; and
- There are no visitors to the **home** in connection with the trade, profession or business; and
- o There is no business **money** or stock in the **home**.

## **GENERAL CONDITIONS (CONTINUED)**

#### **Changes in Circumstances (continued)**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

#### **Transfer of Interest**

**You** cannot transfer **your** interest in the policy without **our** written permission.

#### Fraud

**You** must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

#### Then:

- we shall not pay the claim;
- we shall not pay any other claim which has been or will be made under the policy;
- we may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- we shall not make any return premiums;
- we may inform the Police of the circumstances.

## **GENERAL CONDITIONS (CONTINUED)**

#### **Unoccupied or Unfurnished Properties**

You must tell us immediately as you become aware that your home is going to be unoccupied or unfurnished.

When **we** are notified, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If you do not tell us we may:

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance

#### **Important Notice**

Please note that if the information provided by you is not complete and accurate, we may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

#### **GENERAL EXCLUSIONS**

#### Applicable to the whole of this insurance

## 1. Radioactive Contamination and Nuclear Assemblies Exclusion We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- lonising 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

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### 3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the period of insurance;
- Caused deliberately by you or any person lawfully in the home.

#### 4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- · When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which
  happens in its entirety at a specific moment of time during the period of insurance at the
  home, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

#### 5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

#### 6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

### **GENERAL EXCLUSIONS (CONTINUED)**

#### Applicable to the whole of this insurance (continued)

#### 7. Terrorism Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

#### 8. Confiscation Exclusion

**We** will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

#### 9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

#### 10. Indirect Loss or Damage

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

#### 11. Wear and Tear Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

#### 12. Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

#### 13. Defective Design or Construction Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

## **SECTION ONE - BUILDINGS**

What is covered:	What is not covered:
Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
<ol> <li>Fire, smoke, lightning, explosion or earthquake.</li> </ol>	
Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow.	<ul> <li>Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1</li> <li>Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, hot tubs, tennis courts, drives, patios &amp; terraces, gates and fences,</li> <li>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)</li> <li>Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.</li> </ul>
Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul> <li>Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1,</li> <li>Loss or damage to domestic, fixed fuel oil tanks, swimming pools or covers, and hot tubs.</li> <li>Loss or damage caused by failure of or lack of sealant and/or grout.</li> </ul>
5. Escape of oil from a fixed domestic oil- fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. Theft or attempted theft.	
<ol><li>Collision or impact by any vehicle or animal.</li></ol>	
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

What is covered:	What is not covered:
Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions.
9. Subsidence, or heave of the site upon which the buildings stand or landslip	<ul> <li>Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause,</li> <li>Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause,</li> <li>Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law,</li> <li>Loss or damage caused by river or coastal erosion,</li> <li>Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion,</li> <li>Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.</li> </ul>
<ol> <li>Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.</li> </ol>	<ul> <li>Loss or damage to radio and television aerials, satellite dishes, their fittings and masts</li> </ul>
11. Falling trees, branches, telegraph poles or lamp-posts.	<ul> <li>Loss or damage caused by trees being cut down or cut back within the premises,</li> <li>Loss or damage to gates, hedges and fences.</li> </ul>

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
a. The cost of accidental dam	The excess shown in your schedule
<ul> <li>a. The cost of accidental dam</li> <li>Fixed glass and do</li> </ul>	
(including the cost	
frames),	- Topiconing
<ul> <li>Solar panels,</li> </ul>	
Sanitary ware,	
<ul> <li>Ceramic hobs,</li> </ul>	
all forming part of the <b>buildings</b> .	
b. The cost of <b>Accidental Dam</b>	age to:
<ul> <li>Domestic oil pipes,</li> </ul>	
Underground water sup	
<ul> <li>Underground sewers,</li> </ul>	drains
<ul><li>and septic tanks,</li><li>Underground gas pipes</li></ul>	
<ul><li>Underground gas pipes</li><li>Underground cables,</li></ul>	
serving the <b>home</b> and wh	ch <b>vou</b> are
legally responsible for.	sir you alo
c. If <b>you</b> have to move out of	your home • Any amount over 20% of the sum insured
because of any loss or dam	
under Section 1 buildings,	
you for one of the following	
or losses <b>we</b> have agreed to	
<ul> <li>Loss of rent due to your are unable to recover:</li> </ul>	u wnich <b>you</b>
Additional costs of	alternative
accommodation, subs	
same as <b>your</b>	existing
accommodation, which	you have
to pay for while the	
cannot be lived in follo	
damage which is co	ered under
Section One.	Coation for
<b>We</b> will only pay under this the period <b>your home</b> is un	
d. Expenses <b>you</b> have to pay a	nd which we • Any expense for preparing a claim or an
have agreed in writing for:	estimate for loss or damage,
<ul> <li>Architects, surveyors',</li> </ul>	Any costs if Government or local authority
consulting engineers a	
fees,  • The cost of removing definitions of the cost of removing definitions of the cost	before the loss or damage.
The cost of removing dimaking safe the building.	
Costs you have to pay	
comply with any Govern	
local authority requirem	ents,
Following loss or dama	
e. Increased metered water of	
have to pay following an esc	
which gives rise to an adunder event 4 of Section 1 (b	
ander event 4 of dection 1 (D	in total.

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
f. Anyone buying the <b>home</b> who will have	<ul> <li>Loss or damage if the buildings are</li> </ul>
the benefit of Section 1 (buildings) cover	insured under any other insurance.
until the sale is completed or the	
insurance ends, whichever is sooner.	
g. The cost of replacing and fitting the locks or	<ul> <li>More than £500 in total.</li> </ul>
lock mechanism of external doors and	
windows of the <b>Home</b> if the keys are lost	
or stolen anywhere in the world.	M (1 00 500
h. If <b>your buildings</b> are damaged by water	<ul> <li>More than £2,500 any one event.</li> </ul>
or oil escaping from any fixed tanks,	
apparatus, pipes or any fixed heating	
installation in <b>your home</b> , <b>we</b> will pay the	
cost of removing and replacing any other	
parts of <b>your buildings</b> necessary to find	
and repair the source of the leak and	
making good. i. Damage to the <b>buildings</b> caused by	More than £1,000 in any period of
forced access to deal with medical	insurance. If you claim for such loss under
emergency or to prevent damage to the	Section 1 <b>buildings</b> and Section 2
home.	contents, we will not pay more than £1,000
nomo.	in total.
	iii totai.

#### **ACCIDENTAL DAMAGE TO THE BUILDINGS**

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

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage to the buildings.	<ul> <li>Damage or any proportion of damage which we specifically exclude elsewhere under Section 1 (Buildings),</li> <li>The buildings moving, settling, shrinking, collapsing or cracking,</li> <li>Damage while the home is being altered, repaired, professionally cleaned, maintained or extended,</li> <li>The cost of general maintenance,</li> <li>Damage from mechanical or electrical faults or breakdown,</li> <li>Damage caused by dryness, dampness, extreme of temperature or exposure to light,</li> <li>Damage to swimming pools or covers, gates and fences and fuel tanks,</li> <li>Damage caused by domestic pets,</li> <li>Depreciation in value.</li> </ul>

#### Conditions that apply to Section One – Buildings only

How we deal with your claim

- We will pay for the cost of work carried out in reinstating or replacing the damaged parts of your buildings and agreed fees and related costs. The amount we will pay where reinstatement is carried out will not exceed the lesser of:
  - The cost of the work had it been completed by our nominated contractor; or
  - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, we will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage:
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors if the repair work had been carried out without delay.
- 2. Where an **excess** applies, this will be taken off the amount of **your** claim.
- 3. If your buildings have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all your buildings in the same way, size, style and appearance as when they were new, including fees and related costs, we will pay the cost of reinstating or replacing the damaged parts of your buildings and we will, where appropriate, take off an amount for wear and tear.
- 4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.
- 5. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form 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 specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under the buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

#### Your sum insured

**Your buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

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

#### **Proportionate remedy**

If the cost of rebuildings the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

#### Conditions that apply to Section One – Buildings only (continued)

#### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

#### **Inflation protection**

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected your sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

## **SECTION TWO - CONTENTS**

What is not covered:
Any cause already excluded within the
General Exclusions.
The excess shown in your schedule
Damage caused by a rise in the water
table (the level below which the ground is
completely saturated with water),
Contents that are located within the
premises shown in the <b>schedule</b> but not
contained within the <b>home</b> or <b>outbuildings</b>
at the time of loss or damage.
<ul> <li>Loss or damage to the installation itself,</li> </ul>
<ul> <li>Loss or damage caused by failure of or</li> </ul>
lack of sealant and/or grout.
<ul> <li>Loss or damage to the installation itself.</li> </ul>
<ul> <li>Loss where property is obtained by any</li> </ul>
person using any form of payment which
proves to be counterfeit, false, fraudulent,
invalid, uncollectible, irrecoverable or irredeemable for any reason.
Any amount exceeding £2,500 for
contents in any garage or outbuilding
unless specified in the <b>schedule</b> .
Loss or damage caused by insects,
birds, vermin or domestic pets.
<ul> <li>Loss or damage whilst the Buildings</li> </ul>
are undergoing any structural repairs,
alterations or extensions,
<ul> <li>Loss or damage caused by river or coastal erosion,</li> </ul>
<ul> <li>Loss or damage to solid floors, unless the</li> </ul>
walls of the <b>home</b> are damaged at the same
time by the same event,
<ul> <li>Loss or damage which but for the existence</li> </ul>
of this insurance would be covered under
any contract or a guarantee or by law.
Loss or damage caused by trees being
cut down or cut back, within the boundary
of the <b>buildings</b> .

## **SECTION TWO – CONTENTS (CONTINUED)**

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
<ul> <li>a. The cost of accidental damage to: <ul> <li>Television sets (including digital and satellite receivers),</li> <li>Audio, video, games consoles, DVD players/recorders,</li> <li>Radios,</li> <li>Home computers and associated equipment,</li> <li>Receiving aerials, dishes and closed circuit television cameras, situated within the home.</li> </ul> </li> </ul>	<ul> <li>Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments,</li> <li>Loss or damage caused by domestic pets,</li> <li>Loss or damage to tapes, records, cassettes, discs, DVD's or computer software,</li> <li>Mechanical or electrical faults or breakdown,</li> <li>Damage caused from light, or atmospheric or climatic conditions,</li> <li>Damage caused by scratching or denting,</li> <li>Damage caused by computer viruses.</li> </ul>
b. Loss or damage to office equipment	<ul> <li>More than £5,000 in any period of insurance unless stated in the schedule,</li> <li>Compensation for you not being able to use the office equipment,</li> <li>Loss of magnetism or corruption of data,</li> <li>Loss or damage following the equipment being confiscated or repossessed,</li> <li>The cost of reconstituting any lost or damaged data,</li> <li>More than £1,000 in respect of stock,</li> <li>Loss or damage to any money held for business purposes,</li> <li>Loss or damage to computer software,</li> <li>Property more specifically insured elsewhere.</li> </ul>
<ul> <li>c. If you have to move out of your home because of any loss or damage covered under Section 2 - Contents, we will pay you for one of the following expenses or losses we have agreed to: <ul> <li>The cost of alternative accommodation for the time You cannot live in your home,</li> <li>An amount equal to the rent which you pay while you are not living in your home.</li> <li>We will only pay under this Section for the period your home is unfit to live in.</li> </ul> </li> </ul>	Any amount over 20% of the sum insured for <b>contents</b> specified in the <b>schedule</b> .

## **SECTION TWO - CONTENTS (CONTINUED)**

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
d. The contents, if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly or indirectly caused by:  i. Events 1-10 under Section 2  Contents while the contents are:  In any occupied private dwelling  In any building where you are living or working  In any building for valuation, cleaning or repair  In any furniture store  In any bank or safe deposit  ii. Fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any	<ul> <li>Contents outside the United Kingdom</li> <li>Money or Credit Cards</li> <li>Any amount over 20% of the sum insured under Section 2 for Contents in a Furniture Store.</li> </ul>
e. Loss or damage to <b>contents</b> belonging to visitors as a result of insured events 1 to 10	<ul> <li>Loss or damage to contents which are covered by any other insurance,</li> <li>Loss or damage to contents belonging to a paying guest or lodger,</li> <li>More than £250 for any one visitor.</li> </ul>
f. Fatal injury to <b>you</b> , happening at the premises shown in the <b>schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	More than £10,000 for each <b>insured</b> with no policy <b>excess</b> applying.
g. Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys anywhere in the world.	More than £500 in total.
h. Increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 2 ( <b>Contents</b> ).	<ul> <li>More than £750 in any period of insurance. If you claim for such loss under Section 1 (buildings) and Section 2 (contents), we will not pay more than £750 in total.</li> </ul>
<ul> <li>Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.</li> </ul>	

## **SECTION TWO – CONTENTS (CONTINUED)**

W	hat is covered:	What is not covered:
		Any cause already excluded within the General Exclusions.
		The excess shown in your schedule
j.	Amounts that <b>you</b> become legally liable to pay under a tenancy agreement for loss or damage caused by events 1 – 10 of Section 2 <b>Contents</b> or events a) and b) of Section 1 ( <b>buildings</b> ).	<ul> <li>Any amount over 20% of the sum insured for contents specified in the schedule.</li> </ul>
	<b>We</b> will only provide this cover if the loss or damage occurs during the <b>period of insurance</b> .	
	If <b>you</b> die, <b>we</b> will pay all amounts <b>your</b> personal representatives become legally liable to pay for liability under this section.	
k.	The <b>Contents</b> sum insured shown in the <b>schedule</b> is automatically increased by £3,500 for gifts within the <b>home</b> during the month in which <b>you</b> celebrate a religious festival, wedding day or birthday.	<ul> <li>Loss or damage occurring outside of the period of insurance.</li> </ul>
I.	Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-10 of Section 2 (Contents).	<ul> <li>More than £2,500 in total</li> <li>More than £500 for any one item,</li> <li>Theft unless following forcible and violent entry.</li> </ul>
m.	The cost of replacing electronic information <b>you</b> have bought and stored on equipment within <b>your home</b> and that is lost or damaged by events 1 – 10 of Section 2 ( <b>Contents</b> ).	<ul> <li>The cost of remaking a file, tape or disk,</li> <li>The cost of rewriting the electronic information,</li> <li>More than £500 in any one period of insurance,</li> <li>The cost of any information stores for business purpose use.</li> </ul>
n.	Damage to the <b>Contents</b> caused by forced access to deal with a medical emergency or to prevent damage to the <b>home</b> .	<ul> <li>More than £1,000 in any one period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total.</li> </ul>

## SECTION TWO - CONTENTS (CONTINUED)

#### **ACCIDENTAL DAMAGE TO THE CONTENTS**

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

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The evene shows in very schedule
This sytension severe assidental demans	The excess shown in your schedule
This extension covers accidental damage	a. Damage or any proportion of damage
to the <b>contents</b> of the <b>home</b> .	which <b>we</b> specifically exclude elsewhere under Section Two,
	b. More than £1,000 in total for porcelain,
	china, glass and other brittle articles,
	c. More than £250 for mobile phones unless
	otherwise stated in the <b>schedule</b>
	d. More than £1,500 for portable computer
	equipment unless otherwise stated in the schedule
	e. Money, credit cards, documents or stamps,
	f. Damage to contact, corneal or micro corneal lenses
	<ul> <li>Damage caused by dryness, dampness, extremes of temperature and exposure to light,</li> </ul>
	h. Damage caused by domestic pets.

### **SECTION TWO – CONTENTS (CONTINUED)**

#### Conditions that apply to Section Two - Contents only

#### How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section Two.

- 1. Where the damage can be economically repaired **we** will pay the cost of repair;
- Where the damage cannot be economically repaired and the damaged or lost item can be replaced, we will replace it. If a replacement is not available we will replace it with an item of similar quality;
- 3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
- 4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes:
- Camping equipment;
- Household linen;
- Pedal cycles;

where we will take an amount off for wear and tear

**We** will not pay the cost or replacing or repairing any undamaged parts of the **contents** which form 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 specific part.

#### Your sum insured

Your contents must be insured for the full cost of replacement as new.

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

#### **Proportionate Remedy**

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

#### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

**We** will not charge any extra premium for maintaining the sum insured.

## **SECTION TWO – CONTENTS (CONTINUED)**

#### Conditions that apply to Section Two – Contents only

#### **Inflation Protection**

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

#### SECTION THREE - ACCIDENTS TO DOMESTIC STAFF

The following cover applies only if the **Schedule** shows that **Contents** is included:

#### What is covered:

We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home.

#### What is not covered:

a. More than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.

Bodily Injury arising directly or indirectly:

- From any communicable disease or condition.
- c. From the ownership or occupation of any land or **Buildings** other than the **home**,
- d. Where **you** are entitled to cover from another source,
- e. From any trade or business activity,
- f. From **you** owning or using any:
  - i. Power-operated lift,
  - Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use),
  - iii. Aircraft, hovercraft or watercraft (other than rowing boards or canoes).
  - iv. Caravan or trailer,
  - v. Animals other than your pets,
  - vi. Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991
- g. From firearms (except shotguns used for sporting purposes),
- h. The direct or indirect consequences of assault or alleged assault
- i. Any deliberate, wilful or malicious act.

#### **Important Notice**

#### **Dangerous Dogs Act 1991**

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

#### SECTION FOUR - LEGAL LIABILITY TO THE PUBLIC

The following cover applies only if the **Schedule** shows that either the **buildings** are insured under Section One or the **Contents** are insured under Section Two of this contract of insurance.

#### Part A

Part A of this section applies in the following way:

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

What is covered:	What is not covered:
We will indemnify you:	We will not indemnify you for any liability:
i. As owner or occupier for any amounts you	a. For <b>bodily injury</b> to:
become legally liable for as damages for:	<ul> <li>You</li> </ul>
<ul> <li>Bodily injury</li> </ul>	<ul> <li>Any other permanent member of</li> </ul>
<ul> <li>Damage to property</li> </ul>	the <b>home</b>
Caused by an accident happening at the	<ul> <li>Any person who at the time of</li> </ul>
premises during the <b>period of insurance</b> ,	sustaining injury is engaged in

Or

- ii. As a private individual for any amounts **you** become legally liable to pay as damages for:
  - Bodily injury
  - Damage to property

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

 For **bodily injury** arising directly or indirectly from any communicable disease or condition

your service

- c. Arising out of any criminal or violent act to another person or property
- d. For damage to property owned by or in the charge or control of:
  - you
  - any other permanent member of the **home**
  - any person engaged in your service
- e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
- f. arising directly or indirectly out of any profession, occupation, business or employment
- g. which **you** have assumed under contract and which would not otherwise have attached
- h. arising out of **your** ownership, possession or use of:
  - i. any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the premises and
    - pedestrian controlled gardening equipment used elsewhere
  - ii. any power-operated lift other than stairlifts
  - iii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes

## SECTION FOUR – LEGAL LIABILITY TO THE PUBLIC (CONTINUED)

What is covered:
We will indemnify you:

## Part B

What is covered:	What is not covered:
We will pay for:	We will not indemnify you for any liability:
Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:  • Part A (ii) of this section would have indemnified you had the award been made against you rather than to you  • There is no appeal pending  • You agree to allow us to enforce any right which we shall become entitled to upon making payment	For any amount in excess of GBP100,000

## SECTION FOUR – LEGAL LIABILITY TO THE PUBLIC (CONTINUED)

#### Part C

What is covered:	What is not covered:
Any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	Liability arising from an incident which happened over 7 years after this insurance ends or <b>your home</b> was sold, whichever is the sooner
	<ul><li>b. Liability arising from any cause which you are entitled to under another source</li><li>c. The cost of correcting any fault or alleged</li></ul>
	fault d. Liability arising from any home previously owned and occupied by you in which you still hold legal title or have an interest
	e. Anything owned by or the legal responsibility of <b>your family</b>
	f. Injury, death, disease or illness to any of your family (other than your domestic employee(s) who normally live with you)
	g. Liability arising from any employment, trade, profession or business of any of your family
	h. Liability accepted by any of <b>your family</b> under any agreement, unless the liability would exist without the agreement
	<ul> <li>Liability arising from The Party Wall ext Act 1996</li> </ul>

#### **Important Notice**

#### **Dangerous Dogs Act 1991**

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

#### **Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

#### **Limit of Insurance**

#### We will not pay:

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

## SECTION FIVE – VALUABLES AND PERSONAL POSSESSIONS (COVER AWAY FROM THE HOME)

The following cover applies only if the **Schedule** shows that **Valuables** and **Personal Possessions** is included:

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
A scidental land days as as that of source	The excess shown in your schedule
Accidental loss, damage or theft of your	<ul><li>a) Damage caused by moth, vermin or rot</li><li>b) Damage from electrical or mechanical faults</li></ul>
valuables and personal belongings listed in the schedule occurring during the period	,
of insurance when in the United Kingdom	c) Damage or deterioration of any article
or when elsewhere in the world during a	caused by dyeing, cleaning, repair,
temporary visit not exceeding 60 days in any	
one <b>period of insurance</b> .	worked upon,
•	d) Damage to guns caused by rusting or
We will pay up to the following limits, unless	bursting barrels,
you have selected a higher limit and this is	e) Breakage of any sports equipment whilst in
stated in your schedule:	use,
a. Up to £2,500 for any one item (including	
articles forming a pair or set),	baggage unless such baggage is carried
b. Up to £500 in total in respect of theft or	
disappearance of property from any	supervision,
vehicle when such vehicle is left	<ul><li>g) Loss or damage caused by domestic pets,</li><li>h) Riot or civil commotion outside the <b>United</b></li></ul>
unattended without an authorised	Kingdom,
occupant, c. Up to £2,000 in total in respect of theft	i) Depreciation in value,
or disappearance of jewellery from hote	
or motel rooms during <b>your</b> absence	
from such rooms,	
d. Up to £250 for mobile phones,	
e. Up to £1,500 for portable computer	
equipment	

## SECTION FIVE - VALUABLES AND PERSONAL POSSESSIONS (CONTINUED)

Conditions that apply to Section Five - Valuables and Personal Possessions only

How we deal with your claim

If you claim for loss or damage to any article covered under Section Five valuables and personal belongings we will repair, replace or pay for any article covered under Section Five valuables and personal belongings.

- 1) For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:
  - The new article is as close as possible to but not an improvement on the original article when it was new, and
  - You have paid or we have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes,
- · Camping equipment,
- Household linen,

where we will take off an amount for wear and tear.

2) **We** can settle **your** claim by repairing, replacing, or by payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

**We** will not pay the cost of replacing or repairing any undamaged parts which form 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.

#### Your sum insured

The most **we** will pay under Section Five **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Five **valuables** and **personal belongings** is £2,500 unless otherwise stated in the **schedule**.

#### **Proportionate remedy**

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

## **SECTION SIX – DOMESTIC DEEP FREEZE COVER**

The following cover only applies if the **schedule** shows that it is included:

What is covered:	What is not covered:
The cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the period of insurance	What is not covered:  Any cause already excluded within the General Exclusions.  The excess shown in your schedule  a) Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply,  b) Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action,  c) Loss or damage caused where you have not complied with the operating instructions set out in the manufacturers hand book,  d) Loss or damage unless you tell us within
	48 hours of discovery, e) More than £500 in any one <b>period of</b> insurance.

#### **Limit of Insurance**

**We** will not pay more than £500 in any one period of insurance, unless otherwise stated in the **schedule.** 

## **SECTION SEVEN - PEDAL CYCLES**

The following cover applies only if the **Schedule** shows that it is included:

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
This insurance extends to cover the cost of	a) Loss or damage to tyres, lamps or
repairing or replacing <b>your</b> pedal cycle(s)	accessories unless the cycle is stolen
(as shown in the <b>Schedule</b> ) following:	or damaged at the same time,
	b) Damage from mechanical or electrical
<ul> <li>Theft or attempted theft,</li> </ul>	faults or breakdown,
Accidental Damage,	<ul> <li>Loss or damage while the cycle is used for racing or pace-making or is let out on hire</li> </ul>
Anywhere in the <b>United Kingdom</b> , and up to	or is used other than for private purposes,
60 days elsewhere in the world during a temporary visit during the <b>Period of Insurance</b> .	<ul> <li>Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft,</li> </ul>
	e) Theft by fraudulent means.

#### **Limit of Insurance**

We will not pay more than the sum insured shown in the Schedule.

#### **SECTION SEVEN - PEDAL CYCLES**

#### Conditions that apply to Section Seven – Pedal Cycles only

#### How we deal with your claim

- 1. Where the damage can be repaired economically **we** will pay the cost of the repair;
- 2. Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
- 3. If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
- 4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier;
- 5. Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
- 6. We will settle your claim less any excess subject to any limit shown in the schedule.

#### Your sum insured

The most **we** will pay under Section Seven – pedal cycles is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Seven – pedal cycles is £1,500 unless otherwise stated in the **schedule**.

#### **Proportionate remedy**

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.

## **SECTION EIGHT - MONEY AND CREDIT CARD COVER**

The following cover applies only if the **Schedule** shows that it is included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
<ul> <li>Theft or accidental loss of money</li> <li>Any amounts which you become legally liable to pay as a result of fraudulent or unauthorised use of your credit card(s) – (Please note that you are usually only liable for the first £50 of any fraudulent or unauthorised use per card)</li> <li>Within the geographical limits shown in the schedule, provided that:         <ul> <li>Within 24 hours of your discovering any such loss or theft, you have notified the police or border authorities and, in the case of credit card(s), the card issuing company; and</li> <li>You have complied with all other conditions of your credit card(s) provider</li> </ul> </li> </ul>	<ul> <li>More than £1,000 in any one period of insurance</li> <li>To make up any shortages due to error and omission</li> <li>For loss of value</li> </ul>

#### **Limit of Insurance**

We will not pay more than the sum insured shown in the Schedule.



