



# POLICY WORDING

## HOME INSURANCE





## HOME INSURANCE POLICY

Thank you for choosing Pen Underwriting.

This is YOUR policy wording which must be read together with YOUR 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.

Please take the time to read these documents carefully to ensure that the cover meets YOUR requirements and YOU take note of the policy EXCESS that applies to each section and ENDORSEMENT(S) applying to this policy.

YOUR premium and cover offered have been based upon the information shown in YOUR 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".

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the INSURER(S) listed on YOUR SCHEDULE. The INSURER(S) have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for YOU on their behalf. For details of Pen Underwriting Limited's data protection and privacy policies please visit [www.penunderwriting.co.uk](http://www.penunderwriting.co.uk)

## 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.

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# IMPORTANT INFORMATION

## The Contract Of Insurance

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

- policy wording
- 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 YOUR SCHEDULE. 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

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.

If the information provided by YOU is not complete and accurate:

- 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

# IMPORTANT INFORMATION

## Choice Of Law

The law of England and Wales will apply to this contract unless, 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, 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 of the policy wording.

## How Much Cover Do You Need?

It is YOUR responsibility to make sure that 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.

The maximum amount that WE will pay in the event of a claim is the SUM(S) INSURED shown on YOUR SCHEDULE.

## 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.

# IMPORTANT INFORMATION

## 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.

## General Data Protection Regulation Privacy Notice

Pen Underwriting Limited is 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.

# IMPORTANT INFORMATION

## Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS). If WE cannot meet OUR obligations, YOU may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which YOU may be entitled to compensation is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to

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

# COMPLAINTS PROCEDURE

It is always OUR intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In some cases the insurance advisor who arranged the insurance will be able to resolve any concerns and YOU should contact them directly. Alternatively if YOU need to complain please contact the Pen Underwriting Limited Complaints Officer quoting YOUR policy or claim number.

Pen Underwriting Limited Complaints  
7<sup>th</sup> Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539 (telephone calls may be recorded)  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Should YOU remain dissatisfied having received a final response to YOUR complaint, YOU may then refer YOUR complaint to the Financial Ombudsman Service. Please note that the Financial Ombudsman Service allows 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: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



## POLICY DEFINITIONS

Wherever the following words or phrases appear in policy wording, SCHEDULE or statement of facts they will have the meanings defined below. A defined word will be printed in capitals eg 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
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, 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, 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: <ul style="list-style-type: none"> <li>• motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys), wheelchairs, caravans, trailers, watercraft, aircraft or their accessories</li> <li>• any living creature</li> <li>• trees, bushes, plants or shrubs other than those normally kept in the HOME</li> <li>• any part of the BUILDINGS</li> <li>• any property held or used for business purposes other than HOME OFFICE EQUIPMENT</li> <li>• CONTENTS belonging to YOUR guests</li> <li>• any property insured under any other insurance</li> </ul>
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

## POLICY DEFINITIONS

EXCESS	The amount YOU have to pay towards each claim
HEAVE	Upward movement of the ground beneath the BUILDINGS as a result of the soil expanding
HOME	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, computer aided 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: <ul style="list-style-type: none"> <li>• business stock</li> <li>• business tools</li> </ul>
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 outside the HOME	Clothing, baggage, guns, jewellery and watches, sports equipment, mobile phones, 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: <ul style="list-style-type: none"> <li>• PEDAL CYCLE(S)</li> <li>• drones</li> </ul>
SANITARYWARE	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)

## POLICY DEFINITIONS

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	Not lived in by YOU or anyone who has YOUR permission, for 60 consecutive days
VALUABLES cover within the HOME	<p>Jewellery and watches, gold, silver, bronze, precious metals, gemstones, furs, curios, stamps, coins, medals, china and porcelain, pictures, paintings, photographs, prints, clocks, barometers, antique furniture over 100 years old, wine, guns, televisions, tablets, desktop computers, laptops and musical instruments</p> <p>VALUABLES Limits:</p> <ul style="list-style-type: none"> <li>• WE will not pay more than £30,000 per claim for VALUABLES unless the item(s) is valued £5,000 or greater and specified on YOUR SCHEDULE</li> <li>• Within the VALUABLES limit of £30,000, WE will not pay more than £10,000 per claim for jewellery and watches in the HOME</li> <li>• Any VALUABLES £5,000 or greater must be specified on YOUR SCHEDULE</li> </ul>
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
<p>The maximum WE will pay YOU for any one claim is the BUILDINGS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Please refer to the policy definitions for details of what BUILDINGS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>the EXCESS</li> <li>any loss or damage excluded from the BUILDINGS section</li> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> </ul>

### Cover

Loss or damage that is covered	What is not covered
1. Fire, smoke damage, lightning, explosion or earthquake	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by any gradually operating cause</li> </ul>
2. Aircraft and other flying devices or items dropped from them	
3. STORM, flood or weight of snow	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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> </ul>
4. Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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> </ul>
5. Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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>

## SECTION 1: BUILDINGS

Loss or damage that is covered	What is not covered
6. Theft or attempted theft	Loss or damage: <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is lent, let or sub-let unless there is physical evidence of a violent and forcible entry or exit</li> <li>caused by YOU, paying guests, tenant(s), lodgers, contractors or a DOMESTIC EMPLOYEE</li> </ul>
7. Collision by any vehicle or animal	
8. Riot, civil unrest, strikes or political disturbances	Loss or damage: <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>if the claim is not reported to US within 7 days of the incident date</li> </ul>
9. Malicious acts	Loss or damage: <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>caused by YOU, paying guests or a tenant(s)</li> </ul>
10. SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the BUILDINGS stands on	Loss or damage: <ul style="list-style-type: none"> <li>to domestic fixed fuel oil tanks, swimming pools, jacuzzis, hot tubs, tennis courts, drives, patios, terraces, walls, gates and fences unless the HOME is damaged at the same time</li> <li>to solid floors unless load bearing walls in the HOME are damaged at the same time</li> <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>caused by normal SETTLEMENT or shrinkage, or by recently placed infill material moving up</li> </ul>
11. Falling trees, telegraph poles or lamp poles	Loss or damage: <ul style="list-style-type: none"> <li>caused by trees being cut down or cut back within the boundary of the HOME</li> <li>to gates and fences unless the HOME is damaged at the same time</li> </ul>

## SECTION 1: BUILDINGS

Loss or damage that is covered	What is not covered
<p>12. Underground services</p> <p>WE will pay for the cost of repairing ACCIDENTAL DAMAGE to domestic oil pipes, underground water supply pipes, underground sewers, drains, septic tanks, underground gas pipes and underground cables which YOU are legally responsible for</p> <p>13. Glass and SANITARY WARE</p> <p>WE will pay for the cost of ACCIDENTAL DAMAGE to fixed glass and double glazing (including the cost of replacing the frame), solar panels, SANITARY WARE and ceramic hobs which form part of the BUILDINGS</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• due to wear and tear or any gradually operating cause</li> <li>• due to a fault or limit of design, manufacture, construction or installation</li> <li>• to pitch fibre pipes</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by movement, SETTLEMENT, shrinkage, collapsing or cracking of the BUILDINGS</li> <li>• while the HOME is undergoing alteration, repair, cleaning, maintenance or extension</li> <li>• caused by wear and tear, frost or any gradually operating cause</li> <li>• arising from faulty design, electrical faults or breakdown</li> <li>• caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>• caused by, contributed to, or arising from any kind of pollution and/or contamination</li> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is let to a tenant(s)</li> <li>• while the HOME is occupied as a holiday home</li> </ul>
<p>14. Loss of metered water</p> <p>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</p> <p>The maximum amount WE will pay is £2,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the HOME is UNOCCUPIED</li> </ul>
<p>15. Trace and access</p> <p>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</p> <p>The maximum amount WE will pay is £5,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the HOME is UNOCCUPIED</li> </ul>

## SECTION 1: BUILDINGS

Loss or damage that is covered	What is not covered
<p>16. Loss of rent and alternative accommodation</p> <p>If the HOME is damaged by any cause covered under the BUILDINGS section of this policy and as a result it cannot be lived in, WE will pay for the:</p> <ul style="list-style-type: none"> <li>• loss of rent due to YOU which YOU are unable to recover</li> <li>• alternative accommodation for YOU and YOUR pets</li> </ul> <p>for a maximum of 12 months from the date of damage or until the HOME is ready to be lived in, whichever occurs first</p> <p>The maximum amount WE will pay is £50,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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>
<p>17. Damage caused by emergency services</p> <p>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</p>	
<p>18. Damage to YOUR garden</p> <p>WE will pay for loss or damage by any cause covered under the BUILDINGS section of this policy to trees, shrubs, plants and lawns</p> <p>The maximum WE will pay is £5,000 per claim</p> <p>The maximum WE will pay per tree, shrub or plant is £500 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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>
<p>19. Professional fees and other expenses</p> <p>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</p>	<ul style="list-style-type: none"> <li>• expenses incurred for preparing a claim or an estimate for loss or damage</li> <li>• any costs if government or local authority requirements were served on YOU before the loss or damage occurred</li> </ul>
<p>20. Selling the HOME</p> <p>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</p>	<ul style="list-style-type: none"> <li>• if any other insurance has been arranged by or on behalf of the buyer</li> </ul>

## SECTION 1: BUILDINGS

Loss or damage that is covered	What is not covered
<p>21. Property owners liability</p> <p>WE will pay for all amounts YOU legally have to pay for causing:</p> <ul style="list-style-type: none"> <li>• BODILY INJURY</li> <li>• loss of or damage to property</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>• YOU owning but not occupying the BUILDINGS, or</li> <li>• from faulty work on the HOME which YOU sold or moved out of before the BODILY INJURY 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)</li> </ul> <p>The maximum WE will pay in respect of any one claim or a series of claims arising from one cause is £2,000,000</p> <p>If YOU die, WE will indemnify (protect) YOUR legal representative against YOUR liability as a property owner</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• for BODILY INJURY to YOU, a DOMESTIC EMPLOYEE or any employee</li> <li>• to property owned, leased, let, rented, hired, lent or entrusted to YOU</li> </ul> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• any lift (other than a stairlift) YOU own and/or lease or YOU are responsible for maintaining</li> <li>• any deliberate or malicious acts, assault and/or corporal punishment</li> <li>• occupation of any land or BUILDINGS</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
<p>The maximum WE will pay YOU for any one claim is the BUILDINGS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Please refer to the policy definitions for details of what ACCIDENTAL DAMAGE and BUILDINGS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>• the EXCESS</li> <li>• any loss or damage excluded from the ACCIDENTAL DAMAGE to BUILDINGS section</li> <li>• any loss or damage excluded under the policy conditions and/or policy exclusions</li> </ul>

### Cover

Loss or damage that is covered	What is not covered
<p>1. ACCIDENTAL DAMAGE to BUILDINGS</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by movement, SETTLEMENT, shrinkage, collapse or cracking of the BUILDINGS</li> <li>• while the HOME is undergoing alteration, repair, cleaning, maintenance, renovation, demolition or is being structurally altered regardless of the cost of the works</li> <li>• 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</li> <li>• arising from faulty design, specification, workmanship or materials</li> <li>• from mechanical or electrical faults or breakdown</li> <li>• caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>• caused by chewing, tearing, scratching or fouling by domestic animals and pets</li> <li>• while the HOME is UNOCCUPIED</li> <li>• while working from HOME as a childminder</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>

# 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 or repairing the BUILDINGS at the time of the loss or damage is more than the SUM(S) INSURED for the BUILDINGS, then WE will only pay a proportion of the claim. For example, if the SUM(S) INSURED only covers one half of the cost of rebuilding or repairing the BUILDINGS, WE will only pay one half of the cost of repair or rebuild.

If the BUILDINGS have not been maintained in good repair, WE will pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the BUILDINGS would be improved by the repair or replacement).

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.

### 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.

### 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
<p>The maximum WE will pay YOU for any one claim is the CONTENTS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Any VALUABLES £5,000 or greater are in addition to the CONTENTS SUM(S) INSURED</p> <p>Please refer to the policy definitions for details of what CONTENTS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>the EXCESS</li> <li>any loss or damage excluded from the CONTENTS section</li> <li>any loss or damage excluded under the policy conditions and/or policy exclusions</li> <li>more than £30,000 per claim 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>

### Cover

Loss or damage that is covered	What is not covered
1. Fire, smoke damage, lightning, explosion or earthquake	<ul style="list-style-type: none"> <li>any gradually operating cause</li> </ul>
2. Aircraft and other flying devices or items dropped from them	
3. STORM, flood or weight of snow	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>to property in the open</li> </ul>
4. Escape of water from or frost damage to, fixed water tanks, apparatus or pipes	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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> </ul>
5. Escape of oil from a fixed domestic oil fired heating installation and the associated cost of decontaminating polluted land and/or water	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>as a result of 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>
<p>6. Theft or attempted theft</p> <p>The maximum WE will pay for CONTENTS in a domestic outbuilding including a garage is £5,000 per claim</p> <p>The maximum WE will pay for CONTENTS in the open within the boundary of the HOME is £1,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</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>

## SECTION 3: CONTENTS

Loss or damage that is covered	What is not covered
7. Collision by any vehicle or animal	
8. Riot, civil unrest, strikes or political disturbances	Loss or damage: <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>if the claim is not reported to US within 7 days of the incident date</li> </ul>
9. Malicious acts	Loss or damage: <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>caused by YOU, paying guests or tenant(s)</li> </ul>
10. SUBSIDENCE, HEAVE or SETTLEMENT or LANDSLIP of the land that the BUILDINGS stand on	Loss or damage: <ul style="list-style-type: none"> <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> </ul>
11. Falling trees, telegraph poles or lamp poles	Loss or damage: <ul style="list-style-type: none"> <li>caused by trees being cut down or cut back within the boundary of the HOME</li> </ul>
12. Temporary removal 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: <ul style="list-style-type: none"> <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 valuation, repair or cleaning</li> <li>in any furniture deposit store</li> <li>in any bank or safety deposit</li> </ul>	Loss or damage: <ul style="list-style-type: none"> <li>to VALUABLES</li> <li>to CONTENTS temporarily removed to a place outside of the BRITISH ISLES</li> <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> <li>while the HOME is UNOCCUPIED</li> </ul>
13. Students cover 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 in halls of residence or any other term time student accommodation whilst they are attending boarding school, college or university	Loss or damage: <ul style="list-style-type: none"> <li>to VALUABLES</li> <li>to CONTENTS temporarily removed to a place outside of the BRITISH ISLES</li> <li>to MONEY and CREDIT CARDS</li> <li>as a result of theft or attempted theft unless there is physical evidence of a violent and forcible entry or exit</li> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is let to tenant(s)</li> <li>while the HOME is occupied as a holiday home</li> </ul>

## SECTION 3: CONTENTS

Loss or damage that is covered	What is not covered
<p>14. Rent payable and alternative accommodation</p> <p>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 £50,000 for the:</p> <ul style="list-style-type: none"> <li>• rent YOU have to pay as the occupier</li> <li>• alternative accommodation for YOU and YOUR pets</li> </ul> <p>for a maximum of 12 months from the date of damage, or until the HOME is ready to be lived in, whichever occurs first</p>	<ul style="list-style-type: none"> <li>• 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</li> <li>• loss of income from bookings if the HOME is used for bed and breakfast and/or paying guests</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is 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>
<p>15. Fatal BODILY INJURY</p> <p>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 happens within 12 months of the sustained BODILY INJURY</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the HOME is let to a tenant(s)</li> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is occupied as a holiday home</li> </ul>
<p>16. Locks and keys</p> <p>WE will pay for the costs of changing locks following accidental loss or theft of keys to:</p> <ul style="list-style-type: none"> <li>• external doors of the HOME</li> <li>• alarm systems or domestic safes in the HOME</li> </ul> <p>The maximum amount WE will pay is £500 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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>

## SECTION 3: CONTENTS

Loss or damage that is covered	What is not covered
<p>17. Audio equipment and mirrors</p> <p>WE will pay for the cost of ACCIDENTAL DAMAGE to:</p> <ul style="list-style-type: none"> <li>• audio visual equipment</li> <li>• mirrors and fixed glass</li> </ul>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to computers or computer equipment designed to be portable</li> <li>• to video cameras, tablets, mobile phones, pagers, computer software, games, recording tapes, discs or records</li> <li>• to CONTENTS within garages and outbuildings</li> <li>• caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>• caused by chewing, tearing, scratching or fouling by animals</li> <li>• while the HOME is lent, let or sub-let</li> <li>• 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, workmanship or materials</li> <li>• from mechanical or electrical faults or breakdown</li> <li>• arising from demolition, structural alteration or structural repair of the BUILDINGS</li> <li>• caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>• contributed to or arising from any kind of pollution and/or contamination</li> <li>• while the HOME is let to a tenant(s)</li> <li>• while the HOME is occupied as a holiday home</li> <li>• while the HOME is UNOCCUPIED</li> </ul>
<p>18. Loss of metered water and loss of oil</p> <p>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</p> <p>WE will pay for loss of oil following a claim for escape of oil</p> <p>The maximum amount WE will pay for loss of metered water and/or loss of oil is £2,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is UNFURNISHED</li> </ul>
<p>19. Celebration or religious festival</p> <p>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</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is 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>

## SECTION 3: CONTENTS

Loss or damage that is covered	What is not covered
<p>20. Deterioration of food</p> <p>WE will pay for loss or damage to food stored in any domestic fridge or freezer in the HOME caused by:</p> <ul style="list-style-type: none"> <li>a rise or fall in temperature</li> <li>contamination by freezing agents</li> </ul> <p>The maximum amount WE will pay is £2,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <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</li> <li>while the HOME is 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>
<p>21. DOWNLOADS</p> <p>WE will pay for the cost of replacing DOWNLOADS following loss or damage caused by CONTENTS cover 1 to 9</p> <p>The maximum WE will pay is £1,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is 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>
<p>22. MONEY</p> <p>WE will pay for theft or accidental loss of MONEY anywhere in the world</p> <p>The maximum WE will pay is £1,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>for shortages due to error or omission</li> <li>for loss of value</li> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is UNFURNISHED</li> <li>not reported to the police within 24 hours</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>
<p>23. Deeds and documents</p> <p>WE will pay for theft or ACCIDENTAL DAMAGE to deeds and documents</p> <p>The maximum WE will pay is £1,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is 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>
<p>24. HOME OFFICE EQUIPMENT</p> <p>WE will pay for the cost of replacing HOME OFFICE EQUIPMENT following loss or damage caused by CONTENTS cover 1 to 9</p> <p>The maximum WE will pay is £5,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is UNFURNISHED</li> <li>to machinery, tools and equipment not contained within the HOME OFFICE EQUIPMENT definition</li> <li>to HOME OFFICE EQUIPMENT not owned or leased in YOUR private individual name</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>
<p>25. Unauthorised use of CREDIT CARDS</p> <p>WE will pay if YOU become legally liable as a result of unauthorised use of YOUR CREDIT CARDS, following loss or theft anywhere in the world</p> <p>The maximum WE will pay is £5,000 per claim</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>for shortages due to an error or omission</li> <li>for loss of value</li> <li>that can be recovered under any other insurance policy</li> <li>while the HOME is UNOCCUPIED</li> <li>while the HOME is 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> <li>not reported to the police within 24 hours</li> <li>not reported to card issuing company</li> </ul>

## SECTION 3: CONTENTS

Loss or damage that is covered	What is not covered
<p>26. Occupiers liability &amp; personal liability</p> <p>Occupiers liability: WE will pay all amounts YOU legally have to pay for causing BODILY INJURY or loss of or damage to property, happening during the PERIOD OF INSURANCE as occupier (not as owner) of the HOME and its land</p> <p>The maximum amount WE will pay is £2,000,000 for each claim</p> <p>WE will also pay YOUR costs and expenses which WE have already agreed to in writing</p> <p>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 BODILY INJURY or loss of or damage to property, happening during the PERIOD OF INSURANCE in:</p> <ul style="list-style-type: none"> <li>• the BRITISH ISLES</li> <li>• the rest of the world, for temporary visits (maximum of 60 days per trip)</li> </ul> <p>The maximum amount WE will pay is £2,000,000 for each claim</p> <p>WE will also pay YOUR costs and expenses which WE have already agreed to in writing</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• for BODILY INJURY to YOU, a DOMESTIC EMPLOYEE or any other employee</li> <li>• to property owned, leased, let, rented, hired, lent or entrusted to YOU</li> </ul> <p>Any liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• any lift (other than a stairlift) YOU own or lease or YOU are responsible for maintaining</li> <li>• the ownership or use of mechanically powered or motorised vehicles except for: <ul style="list-style-type: none"> <li>– domestic garden machinery</li> <li>– electric wheelchairs and registered disabled persons buggies which cannot exceed 8 miles per hour and are not licensed for road use</li> <li>– PEDAL CYCLE(S)</li> </ul> </li> <li>• the ownership or use of pedestrian controlled models or toys that can exceed 8 miles per hour</li> <li>• the ownership or use of aircraft, except model aircraft that have a wing span of less than 10 feet</li> <li>• the ownership or use of drones, gliders, hang gliders and microlights</li> <li>• the ownership or use of 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</li> <li>• the ownership or use of caravans, horse boxes, trailers or trailer tents</li> <li>• the ownership or use of firearms, except legally held sporting guns used for sporting purposes</li> <li>• the ownership of animals as specified under the Dangerous Dogs Act 1991 and any later amendments</li> <li>• any deliberate or malicious acts, assault and/or corporal punishment</li> <li>• hunting or racing of any kind, except on foot</li> <li>• disease or virus that YOU pass onto another person</li> <li>• occupiers liability if the HOME is used for any business, trade, profession or employment except 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> <li>• any amount for BODILY INJURY to paying guests and or lodgers and or boarders</li> </ul>



## SECTION 3: CONTENTS

Loss or damage that is covered	What is not covered
<p>27. DOMESTIC EMPLOYEE liability</p> <p>WE will pay YOUR legal liability for all amounts YOU have to pay for accidental BODILY INJURY which happens to any DOMESTIC EMPLOYEE, during the course of their work or which is caused by YOU at the HOME, during the PERIOD OF INSURANCE</p> <p>The maximum amount WE will pay is £10,000,000 for each claim</p> <p>WE will also pay YOUR costs and expenses which WE have already agreed to in writing</p>	<ul style="list-style-type: none"> <li>any amount unless WE have agreed to it in writing with YOU</li> </ul>
<p>28. Tenants liability</p> <p>WE will pay YOUR legal liability as a tenant of the HOME up to a maximum of £10,000 per claim in respect of amounts YOU have to pay for:</p> <ul style="list-style-type: none"> <li>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</li> <li>the cost of repairing ACCIDENTAL DAMAGE to the cables, underground pipes, drains, inspection covers which serve the HOME</li> <li>ACCIDENTAL DAMAGE to fixed glass in windows, doors, fanlights, skylights and conservatories</li> <li>ACCIDENTAL DAMAGE to fixed SANITARY WARE</li> </ul>	<ul style="list-style-type: none"> <li>any amount unless WE have agreed it in writing with YOU</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>while the HOME is UNFURNISHED</li> <li>while the HOME is UNOCCUPIED</li> </ul> <p>liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>any lift (other than a stairlift) 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
<p>The maximum WE will pay YOU for any one claim is the CONTENTS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Any VALUABLES valued £5,000 or greater are in addition to the CONTENTS SUM(S) INSURED</p> <p>Please refer to the policy definitions for details of what ACCIDENTAL DAMAGE and CONTENTS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>• the EXCESS</li> <li>• any loss or damage excluded from the ACCIDENTAL DAMAGE to CONTENTS section</li> <li>• any loss or damage excluded under the policy conditions and/or policy exclusions</li> <li>• more than £30,000 per claim 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>

### Cover

Loss or damage that is covered	What is not covered
<p>1. ACCIDENTAL DAMAGE to the CONTENTS</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to MONEY, CREDIT CARDS, documents or stamps</li> <li>• to CONTENTS within garages and outbuildings</li> <li>• caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>• caused by chewing, tearing, scratching or fouling by animals</li> <li>• to contact, corneal or micro lenses</li> <li>• while the HOME is lent, let or sub-let</li> <li>• caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any gradually operating cause</li> <li>• arising out of faulty design, specification, workmanship or materials</li> <li>• from mechanical or electrical faults or breakdown</li> <li>• arising from demolition, structural alteration or structural repair of the BUILDINGS</li> <li>• caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>• contributed to or arising from any kind of pollution and/or contamination</li> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is UNFURNISHED</li> <li>• while the HOME is let to a tenant(s)</li> <li>• while working from HOME as a childminder</li> <li>• to strings, reeds and drum heads</li> <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 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 or repairing the CONTENTS at the time of the loss or damage is more than YOUR SUM(S) INSURED for the CONTENTS, then WE will only pay a proportion of the claim. For example, if YOUR SUM(S) INSURED only covers one half of the cost of replacing or repairing the CONTENTS, WE will only pay one half of the cost of repair or replacement.

### 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 in 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
<p>The maximum WE will pay YOU for any one claim is the PERSONAL POSSESSIONS SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Please refer to the policy definitions for details of what PERSONAL POSSESSIONS includes</p>	<p>WE will not pay for:</p> <ul style="list-style-type: none"> <li>• the EXCESS</li> <li>• for any amount £2,000 or greater for any one item (including articles forming a pair, set or COLLECTION) unless specified in YOUR SCHEDULE</li> <li>• PEDAL CYCLE(S)</li> <li>• any loss or damage excluded from the PERSONAL POSSESSIONS section</li> <li>• any loss or damage excluded under the policy conditions and/or policy exclusions</li> </ul>

### Cover

What is covered	What is not covered
<p>Loss or damage to PERSONAL POSSESSIONS anywhere in the world for a maximum period of 60 days any one trip</p>	<ul style="list-style-type: none"> <li>• 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</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause</li> <li>• from electrical or mechanical faults or breakdown</li> <li>• by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>• to guns caused by rusting or bursting of barrels</li> <li>• to breakage of strings, reeds or drum heads</li> <li>• to sports equipment whilst in use</li> <li>• to contact, corneal or micro corneal lenses, dental appliances unless otherwise stated in YOUR SCHEDULE</li> <li>• 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</li> <li>• to motor vehicles, caravans, aircraft, watercraft, sail boards or surf boards</li> <li>• 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</li> <li>• to articles used for business or professional purposes, including items owned or leased to YOU</li> <li>• while the HOME is UNOCCUPIED</li> <li>• while the HOME is UNFURNISHED</li> <li>• while the HOME is let to tenant(s)</li> <li>• while the HOME is occupied as a holiday home</li> </ul>

## SECTION 6: PEDAL CYCLE(S)

What is covered	What is not covered
<p>The maximum WE will pay YOU for any one claim is the PEDAL CYCLE(S) SUM(S) INSURED as stated on YOUR SCHEDULE</p> <p>Please refer to the policy definitions for details of what PEDAL CYCLE(S) includes</p>	<ul style="list-style-type: none"> <li>• the EXCESS</li> <li>• any loss or damage excluded from the PEDAL CYCLE(S) section</li> <li>• any loss or damage excluded under the policy conditions and/or policy exclusions</li> </ul>

### Cover

What is covered	What is not covered
<p>Loss or damage to PEDAL CYCLE(S) anywhere in the world for a maximum period of 60 days any one trip</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to tyres, lamps or accessories, unless the PEDAL CYCLE(S) is stolen or damaged at the same time</li> <li>• due to wear and tear or any gradually operating cause</li> <li>• from mechanical or electrical faults or breakdown</li> <li>• 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</li> <li>• 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</li> </ul>

# 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 Condition

If YOU are under-insured, which means the cost of replacing or repairing the PERSONAL POSSESSIONS and/or PEDAL CYCLE(S) at the time of the loss or damage is more than YOUR SUM(S) INSURED, WE will only pay a proportion of the claim.

For example, if YOUR SUM(S) INSURED only covers one half of the cost of replacing or repairing the PERSONAL POSSESSIONS and/or PEDAL CYCLE(S), WE will only pay one half of the cost of repair or replacement.

### 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 when YOU take out, make changes to, and renew YOUR policy.

If the information provided by YOU is not complete and accurate:

- 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. Fraud

If YOUR claim is in any way dishonest or exaggerated WE will not pay any benefit under this policy or return any premium to YOU. WE may also inform the police or other appropriate authorities.

## 4. Other Insurance Policies

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

# POLICY CONDITIONS

## 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 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 please contact YOUR insurance advisor.

WE (or any agent WE appoint and who acts with OUR specific authority) may cancel this policy by sending YOU 14 days’ 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 for a valid reason, such as:

- non-payment of premium
- suspected fraud
- there is a change in risk occurring which WE are unable to insure
- WE establish that YOU have provided US with incorrect information
- YOU breach any terms and conditions of YOUR policy

## 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.

## 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

WE shall not provide any benefit under this contract of insurance to the extent of the providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.



# 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.

# POLICY EXCLUSIONS

## 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.

# NOTES



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