



Welcome

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

We want to help you understand **your** Holiday 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 policy document, 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.

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

Your Holiday Home Insurance document is split into various 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 document and any later 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**;
- the information **you** have given us is accurate;
- **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 and **your** premium has been based upon the information shown in the schedule.

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.



For and on behalf of Intasure[®]

Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: +44 (0) 345 111 0680
Monday to Friday 9 am – 5.30 pm

CLAIMS: +44 (0) 345 111 0680 (24 hours)

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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 Insurance policy is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting website at www.fca.org.uk.

This insurance 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. In providing insurance services, Pen will share **your** personal data with Aviva. For information on how Aviva use **your** personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See <https://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 inform **us** or **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

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 co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Things we need to tell you about

Short-form Privacy Notice

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.

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. **We** 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, reinsurers, other brokers, 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 notice at www.intasure.com. 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

Definitions

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	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
Bodily Injury	Includes death or disease.
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	<p>The home and its decorations including:</p> <ul style="list-style-type: none"> • fixtures and fittings attached to the home, • Tennis courts, swimming pools, hot tubs, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks, • Solar panels permanently attached to the main private dwelling <p>which you own or for which you are legally responsible within the premises named in the schedule.</p>
Contents	<p>Household goods, valuables and personal belongings within the home, which are your property or which you are legally responsible for.</p> <p>Contents include:</p> <ul style="list-style-type: none"> • radio and television aerials, satellite dishes, their fittings and masts which are attached to the home; • carpets but not permanently fitted flooring; • contents within the home, up to £3,000 per single item, unless otherwise stated in the schedule; • valuables and personal belongings within the holiday home, up to £5,000 in total, with the limit of any one item being £1,000, unless otherwise stated in the schedule; • money and credit cards within the home, up to a maximum limit of £250 in any one period of insurance • contents in outbuildings and garages up to £2,500 in all, unless otherwise stated in the schedule; • Pedal cycles up to £250 per pedal cycle within the home, unless otherwise stated in the schedule, • contents that are within the premises shown in the schedule but not contained within the home or outbuildings or garages at the time of loss or damage up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home) • title deeds of the home, up to a maximum of £1,000 damaged as a result of an insured peril and part of an accepted claim. <p>Contents does not include:</p> <ul style="list-style-type: none"> • motor vehicles, garden machinery, caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories; • any living creature; • any part of the buildings;

Definitions

Applicable to the whole of this insurance

	<ul style="list-style-type: none"> any property held or used for business purposes; any property insured under any other insurance; property of tenants or their visitors; documents
Credit Cards	Includes charge cards, debit cards, banker's cards and cash dispenser cards.
Domestic Employee (s)	Any person who carries out paid domestic duties for you within your home and/or its gardens, other than in connection with your business
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount stated in this booklet or in the schedule and payable by you in the event of a claim.
Family	All family who permanently reside with you (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. Family does not include 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 or Non-Standard Construction (where agreed by us and specified in the schedule) including any garages and outbuildings used for domestic purposes at the premises shown in the schedule , which you are legally responsible for. Terms of use include: <ul style="list-style-type: none"> Personal use, other than as your main residence Let to family and friends Short-term lets up to six months (where agreed by us and shown in the schedule) Inherited Property
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none"> 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, <p>all held for private or domestic purposes.</p>
Occupant	A person or persons authorised by you to stay in the home
Outbuildings	Garden sheds, summer houses, greenhouses or other similar structure on a permanent foundation and used for domestic purposes up to a maximum of £10,000 any one outbuilding, unless specifically stated otherwise in the policy schedule . <p>Unless otherwise agreed, outbuildings do not include:</p> <ul style="list-style-type: none"> tree houses inflatable buildings; or <p>any structure which is made of canvas, PVC or any other non-rigid material.</p>

Definitions

Applicable to the whole of this insurance

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 Belongings	<p>Personal belongings are items that belong to you and are normally worn or carried on the person.</p> <p>Personal belongings includes:</p> <ul style="list-style-type: none"> • luggage; • clothing; • sports, musical, camping and photographic equipment; <p>Personal belongings does not include:</p> <ul style="list-style-type: none"> • tools used or held for business, professional or trade purposes; • valuables; • contact or corneal lenses • hearing aids unless otherwise specified in your schedule; • pedal cycles; • any property insured under any other insurance
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.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction
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.
Tenant(s)	An occupant (whose tenancy type you have disclosed to us and is shown in the schedule) of the home who rents the property for residential purposes.
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 to live in
Unoccupied	Where the buildings have not been lived in for more than 60 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 and Intasure as administrators of the policy.
You/Your/Insured	The person or persons named in the schedule and all members of your family who permanently live with 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 or the handling of a claim, **you** should contact:

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
TN4 8BS

Tel: +44(0)345 111 0680
Email: Policy Queries - admin@intasure.com
Claims - claims@intasure.com

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

Complaints Officer

55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) within six months of the date of **our** final response to **you**, they can be contacted 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: www.financial-ombudsman.org.uk

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform.

The website for the ODR platform is <http://ec.europa.eu/odr>

Cancelling this Policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the period of insurance, whichever is the latter.

If **you** wish to cancel and **your** cover hasn't started we will refund **your** premium in full.

If **you** cancel after **your** cover and provided there hasn't been a claim **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

Your right to Cancel this Policy

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 and the Change in Circumstances conditions in the General Conditions section 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 or loss occurs, **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

Intasure Claims Team
 Oakhurst House, 77 Mount Ephraim
 Tunbridge Wells TN4 8BS.
 Tel: 0345 111 0680
 Email: claims@intasure.com

Telephone calls and recording Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/or monitored.

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.

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** 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

Claims Terms and Conditions

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.

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** reasonably can and give us all information and help we need.
- 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 unanswered as soon as you reasonably can

- 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**.

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.

Claims Terms and Conditions

Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been affected.

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.

You must ensure that all protections for the security of the **home** and **contents**:

- Are maintained in good working order;
- Are in full and effective operation with the keys removed whenever you are absent from the premises; and
- Are not withdrawn or varied without **our** prior consent

You must ensure that the **buildings** are maintained in a good state of repair and not neglected.

Where **your** home is used for short term holiday lets the following conditions apply to this insurance:

- You** must comply with all regulations/statutory conditions regarding the letting of the premises including, but not limited to:-
 - The number of persons legally allowed to reside at the premises
 - Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the premises
- All gas appliances fitted at the premises must be serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety Record (also known as a CP12 certificate) must be in place at all times when the premises are let to tenant(s) and records kept for a minimum of 2 years. **We** will request sight of these if you wish to make a claim

Heating Condition

We will not be liable for loss or damage unless:

For the period of December to March inclusive the water supply is turned off at the mains and all fixed water tanks and pipes are drained (except central heating systems) should the Property be uninhabited (not lived in) for more than 48 hours.

OR

For the period of December to March inclusive the Home or Holiday home is maintained at a minimum temperature of 12 degrees Celsius at all times.

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.

- 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.

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

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

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:

- a change in the type of **occupant**;
- the **home** becomes **unoccupied** or **unfurnished**;

General Conditions

- the **home** becomes **your** permanent residence;
- 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** receive 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 by **you** or **your tenant(s)** for any trade, professional or business purposes:

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

- i. the trade, professional or business use is only clerical; and
- ii. there are no staff employed to work from the **home**; and
- iii. there are no visitors to the **home** in connection with the trade, profession or business; and
- iv. there is no business money or stock in the **home**

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

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:
 - 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

We will not pay for 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. 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.

7. Terrorism Exclusion

We will not pay for 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.

General Exclusions

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- i. influence any government or any international governmental organisation or
- ii. put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured.

If **your home** is used by **you** and **your family 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.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political,

religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes.

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, 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.

General Exclusions

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

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

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) Loss or damage to any moveable contents in the open 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.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One, Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, Loss or damage caused by failure of or lack of sealant and/or grout.
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.	<ul style="list-style-type: none"> Loss or damage other than as a result of violent and forcible entry to or exit from the home
7. Collision or impact by any vehicle or animal.	<ul style="list-style-type: none"> Loss or damage caused by insects, birds, vermin or domestic pets
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

Section One – Buildings

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

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
9. Subsidence , or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> • Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, 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, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • 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, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11. Falling trees, branches, telegraph poles or lamp-posts.	<ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back within the premises, • Loss or damage to gates, hedges and fences.

Section One – Buildings

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
a. The cost of accidental damage to: <ul style="list-style-type: none"> • Fixed glass and double glazing (including the cost of replacing frames), • Solar panels, • Sanitary ware, • Ceramic hobs, all forming part of the buildings .	<ul style="list-style-type: none"> • Accidental damage while the home is unoccupied or unfurnished
b. The cost of Accidental Damage to: <ul style="list-style-type: none"> • Domestic oil pipes, • Underground water supply pipes, • Underground sewers, drains and septic tanks, • Underground gas pipes, • Underground cables, serving the home and which you are legally responsible for	
c. The loss of rent and costs of alternative accommodation because of any loss or damage covered under Section One (Buildings), we will pay you for one of the following expenses or losses we have agreed to: <ul style="list-style-type: none"> • The cost of alternative accommodation • An amount equal to the rent payable to you We will only pay under this Section for the period your home is unfit to live in	<ul style="list-style-type: none"> • Any amount over £25,000 for the buildings damaged or destroyed, unless shown in your schedule.
d. Expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> • Architects, surveyors', consulting engineers and legal fees, • The cost of removing debris and making safe the building, • Costs you have to pay in order to comply with any Government or local authority requirements, Following loss or damage to the buildings under Section One.	<ul style="list-style-type: none"> • Any expense for preparing a claim or an estimate for loss or damage, • Any costs if Government or local authority requirements have been served on you before the loss or damage.

Section One – Buildings

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
e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.
f. Anyone buying the home who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	<ul style="list-style-type: none"> Loss or damage if the buildings are insured under any other insurance.
g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world.	<ul style="list-style-type: none"> More than £500 in any period of insurance. If you claim under Section One and Section Two we will not pay more than £500 in total. (the excess shown in your schedule does not apply)
h. If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home , we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.	<ul style="list-style-type: none"> More than £1,500 any one event.
i. Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home .	<ul style="list-style-type: none"> More than £25,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £25,000 in total.
j. The costs of re-instating the gardens to their original condition following damage caused by the Emergency Services at the home following a loss covered under Section One	<ul style="list-style-type: none"> More than £1,000 during the period of insurance
k. The costs of refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks which have been incurred by you and which we have agreed in writing, following loss or damage covered under Section One	<ul style="list-style-type: none"> More than £2,500 during the period of insurance
l. The costs of metered electricity, gas or water, for which you are legally responsible, arising from its unauthorised use by persons occupying the home without your consent	<ul style="list-style-type: none"> More than £5,000 during the period of insurance Costs incurred where you have failed to take steps to terminate such services immediately after becoming aware of such unauthorised use
m. The costs of clearing and removing any property illegally deposited at the premises which have been incurred by you and which we have agreed in writing	<ul style="list-style-type: none"> More than £750 during the period of insurance
n. The costs of removing bees, wasps and hornets nests from the premises which have been incurred by you and which we have agreed in writing	<ul style="list-style-type: none"> More than £750 during the period of insurance

Section One – Buildings

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
o. The costs of reinstating the buildings back to their original condition if your tenant(s) alters the structure of the buildings without your consent, which have been incurred by you and which we have agreed in writing	<ul style="list-style-type: none"> • More than £5,000 during the period of insurance

Section One – Buildings

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:
This extension covers accidental damage to the buildings .	Any cause already excluded within the General Exclusions. The excess shown in your schedule <ul style="list-style-type: none"> • Damage or any proportion of damage which we specifically exclude elsewhere under Section One • The buildings moving, settling, shrinking, collapsing or cracking, • Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, • The cost of general maintenance, • Damage from mechanical or electrical faults or breakdown, • Damage caused by dryness, dampness, extreme of temperature or exposure to light, • Damage to swimming pools or covers, gates and fences and fuel tanks, • Damage caused by vermin or domestic pets, • Depreciation in value • Accidental damage while the home is unoccupied or unfurnished

Section One – Buildings

Personal Liability (as owner of the Home)

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

We will pay for your legal liability:	We will not pay for your legal liability
<p>We will pay all amounts which you become legally liable to pay as owner of the buildings and land belonging to it for accidents happening in and around your home during the period of insurance which result in:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>If you die, we will pay amounts your personal representatives become legally liable to pay for liability under this Section.</p> <p>We will pay up to £5,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> • From bodily injury to: <ol style="list-style-type: none"> a. You or your family, b. Any person who at the time of sustaining such injury is engaged in your services; • From damage to property owned by or in the charge or control of: <ol style="list-style-type: none"> a. You b. Any person engaged in your service; • As occupier of the home; • Which you have assumed under an agreement or contract and which would not otherwise have attached; • From the ownership or occupation of any land or buildings other than the home; • Where you are entitled to cover from another source; • In connection with your profession, occupation, business or employment; • From any communicable disease or condition; • From you owning or using any: <ol style="list-style-type: none"> a. Power-operated lift, b. Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use), c. Aircraft, hovercraft or watercraft (other than rowing boats or canoes), d. Caravan or trailer, e. Animals other than Your pets, f. Dangerous dogs specified under Section One of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 • From the direct or indirect consequence of assault or alleged assault • From any deliberate or wilful or malicious act • Liability from The Third Party Wall etc. Act 1996 • Where you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Section One – Buildings

Defective Premises Act 1972

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

We will pay for your legal liability:	We will not pay for your legal liability
<p>Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous home which you occupied, for accident happening in and around that Home which result in:</p> <ul style="list-style-type: none"> • Bodily injury to any person, or • Loss or damage to property. <p>If you die, we will pay amounts your personal representatives become legally liable to pay for liability under this Section.</p> <p>We will pay up to £5,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> • Liability arising from an incident which happened over 7 years after this insurance ends or your home was sold, whichever is the sooner. • Liability arising from any cause for which you are entitled to cover under another source, or • The cost of correcting any fault or alleged fault, • Liability arising from any home previously owned and occupied by you in which you still hold legal title or have an interest. • Anything owned by or the legal responsibility of your family • Injury , death, disease or illness to any of your family (other than your domestic employees who normally live with you) • Liability arising from any employment, trade, profession or business of any of your family • Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement • Liability arising from The Party Wall etc. Act 1996 • Liability where you are entitled to indemnity under any other insurance

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.

Section One – Buildings

Conditions that apply to Section One – Buildings only

How we deal with your claim

1. 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 rebuilding 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**.

Section One – Buildings

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

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

What is covered:	What is not covered:
Loss or damage to your Contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow	<ul style="list-style-type: none"> • 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 schedule but not contained within the home or outbuildings at the time of loss or damage.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	<ul style="list-style-type: none"> • Loss or damage to the installation itself, • Loss or damage caused by failure of or lack of sealant and/or grout.
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	<ul style="list-style-type: none"> • Loss or damage to the installation itself.
6. Theft or attempted theft	<ul style="list-style-type: none"> • Loss where property is obtained by any 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 schedule. • Loss or damage other than as a result of violent and forcible entry to or exit from the home • Money/credit cards - cover is excluded where the property has been vacated for 48 hours or more;
7. Collision or impact by any vehicle or animal	<ul style="list-style-type: none"> • Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts	

Section Two – Contents

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

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
9. Subsidence , or Heave of the site upon which the Buildings stand or Landslip	<ul style="list-style-type: none"> Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions, Loss or damage caused by river or coastal erosion, Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
10. Falling trees, branches, telegraph poles or lamp-posts	<ul style="list-style-type: none"> Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.
a) Costs you have to pay for replacing locks to alarms and outside doors in the home following theft or loss of your keys anywhere in the world	<ul style="list-style-type: none"> More than £500 in any period of insurance. If you claim under Section One and Section Two we will not pay more than £500 in total. (the excess shown in your schedule does not apply)
b) Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture	<ul style="list-style-type: none"> Accidental damage while the home is unoccupied or unfurnished
c) Damage to the contents caused by forced access to deal with a medical emergency	<ul style="list-style-type: none"> More than £25,000 in any one period of insurance. If you claim under Section One and Section Two we will not pay more than £25,000 in total.
d) The loss of rent and costs of alternative accommodation because of any loss or damage covered under Section Two, we will pay you for one of the following expenses of losses we have agreed to: <ol style="list-style-type: none"> The cost of alternative accommodation An amount equal to the rent payable to you 	<ul style="list-style-type: none"> Any amount over 25% of the sum insured for the contents of the buildings damaged or destroyed
e) Loss or damage to contents whilst temporarily removed from the home , but within the United Kingdom , for cleaning, renovation, repair or similar purposes	<ul style="list-style-type: none"> More than 10% of the sum insured for the contents
f) Increased metered water or oil charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.

Section Two – Contents

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 excess shown in your schedule
This extension covers accidental damage to the contents of the home .	<ul style="list-style-type: none"> • Damage or any proportion of damage which we specifically exclude elsewhere under Section Two • More than £1,000 in total for porcelain, china, glass and other brittle articles, • Damage or deterioration of any article caused by dyeing, professional cleaning, repair, renovation or whilst being worked upon • Damage caused by vermin or domestic pets. • Accidental damage while the home is unoccupied or unfurnished

Section Two – Contents

Personal Liability (as occupier of the Home)

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

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
<p>We will pay all amounts which you become legally liable to pay as occupier of the home for accidents happening in and around your home during the period of insurance which result in:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>If you die, we will pay amounts your personal representatives become legally liable to pay for liability under this Section.</p> <p>We will pay up to £5,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<ul style="list-style-type: none"> • From bodily injury to: <ol style="list-style-type: none"> a. You or your family, b. Any person who at the time of sustaining such injury is engaged in your services; • From damage to property owned by or in the charge or control of: <ol style="list-style-type: none"> a. You b. Any person engaged in your service; • As owner of the home; • Which you have assumed under an agreement or contract and which would not otherwise have attached; • From the ownership or occupation of any land or property other than the home; • Where you are entitled to cover from another source; • In connection with your profession, occupation, business or employment; • From any communicable disease or condition; • From you owning or using any: <ol style="list-style-type: none"> a. Power-operated lift, b. Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use), c. Aircraft, hovercraft or watercraft (other than rowing boats or canoes), d. Caravan or trailer, e. Animals other than Your pets, f. Dangerous dogs specified under Section One of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 • From the direct or indirect consequence of assault or alleged assault • From any deliberate or wilful or malicious act • Liability from The Third Party Wall etc. Act 1996 • Where you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Section Two – Contents

Accidents to Domestic Employees

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

We will pay for your legal liability:	We will not pay for your legal liability:
	Any cause already excluded within the General Exclusions.
<p>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.</p> <p>We will pay up to £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.</p>	<p>Bodily injury arising directly or indirectly:</p> <ul style="list-style-type: none"> • From any communicable disease or condition, • From the ownership or occupation of any land or buildings other than the home, • Where you are entitled to cover from another source, • From any trade or business activity, • From you owning or using any: <ol style="list-style-type: none"> a. Power-operated lift, b. Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use), c. Aircraft, hovercraft or watercraft (other than rowing boards or canoes), d. Caravan or trailer, e. Animals other than your pets, f. Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991. • From firearms (except shotguns used for sporting purposes), • The direct or indirect consequences of assault or alleged assault, • 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 Two – Contents

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;
2. 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;

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

We will not pay the cost of 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.

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index.

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 – Pedal Cycles

The following cover applies only to Pedal Cycles specified in **your Schedule**:

What is covered:	What is not covered:
<p>This insurance extends to cover the cost of repairing or replacing your pedal cycle(s) (as shown in the Schedule) following:</p> <ul style="list-style-type: none"> • Theft or attempted theft, • Accidental Damage, <p>Anywhere in the United Kingdom, during the Period of Insurance.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time, • Damage from mechanical or electrical faults or breakdown, • Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes, • Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft, • More than the sum insured shown in the Schedule, Theft by fraudulent means.

Section Three – Pedal Cycles

Conditions that apply to Section Three – 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** 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;
- 5) **We** will settle your claim less any excess subject to any limit shown in the **schedule**.

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.

Your sum insured

The most **we** will pay under Section 3 – Pedal Cycles is the sum insured shown for Pedal Cycles specified on the **Schedule**.

Underinsurance

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 only pay a share of the claim. For example if **your** sum insured only covers one third of the cost of replacing or repairing **your** Pedal Cycle, **we** will only pay one third of the cost of repair or replacement

Section Four – Valuables and Personal Belongings (cover away from the Home)

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

What is covered:	What is not covered:
<p>Accidental loss, damage or theft of your valuables and personal belongings listed in the schedule occurring during the period of insurance when in the United Kingdom or when elsewhere in the world during a temporary visit not exceeding 60 days in any one period of insurance.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Damage caused by moth, vermin or rot, • Damage from electrical or mechanical faults or breakdown, • More than £2,500 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule, • Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon, • Damage to guns caused by rusting or bursting barrels, • Breakage of any sports equipment whilst in use, • Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision, • More than £1,500 in total in respect of portable computer equipment unless otherwise stated in the schedule, • More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant, • More than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during Your absence from such rooms, • Loss or damage caused by domestic pets, • Riot or civil commotion outside the United Kingdom, • Depreciation in value, More than £250 per claim for loss or damage to mobile phones or pagers unless otherwise stated in the schedule.

Section Four – Valuables and Personal Belongings

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

What is covered:	What is not covered:
<p>Theft or accidental loss of money or fraudulent use of your credit card(s).</p> <p>Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s).</p> <p>Provided that within 24 hours of you discovering any such loss or theft, you have notified the card issuing company and the Police.</p> <p>Where you have reported your credit card(s), cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances you will only be liable for the first £50 of the claim.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Any shortages due to error or omission, • Loss of value, • More than £500 in total, any one event, <p>Loss where conditions under which your credit card(s) were issued to you have been breached.</p>

Section Four – Valuables and Personal Belongings

Conditions that apply to Section Three – Values and Personal Belongings only

How we deal with your claim

We will repair, replace or pay for any article covered under Section 3 **valuables** and **personal belongings**.

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.

We will not pay the cost of replacing or repairing any undamaged parts of items 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.

We can settle **your** claim by repairing, replacing, rebuilding or 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.

Your sum insured

The most **we** will pay under Section 3 **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section 3 **valuables** and **personal belongings** is £2,500 unless otherwise stated in the **schedule**.

Underinsurance

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 only pay a share of the claim. For example if **your** sum insured only covers one third of the cost of replacing or repairing **your valuables** and **personal belongings**, **we** will only pay one third of the cost of repair or replacement.

Section Five – Emergency Travel

The following cover applies if specified in **your Schedule**:

What is covered:	What is not covered:
<p>This Section is to cover, subject to our prior agreement and approval, Emergency Travel costs in the event of a claim where reimbursement is provided under Section 1 and Section 2 of this policy:</p> <ul style="list-style-type: none"> • up to £300 towards the cost of one return air ticket to the insured home for your use; • up to £300 towards the cost of a second return air ticket for a member of your family • up to £400 towards the cost of temporary accommodation and/or expenses in the event of the home being uninhabitable. <p>In the event of any air travel not being viable, the cost of a journey by road, rail or sea to the same limits may be substituted.</p>	<ul style="list-style-type: none"> • Any amount in excess of £1,000 in any period of insurance. • Any emergency travel made without prior agreement by us, • Emergency travel where the estimated damage costs claimed under Sections 1 or 2 does not exceed £2,500. • Emergency travel where the loss, or damage has not been notified to us within 21 days of the incident. • Emergency travel outside of 60 days of the incident/loss occurring or being discovered. • Emergency travel unless all travel documents, hotel receipts and other documents are retained by you, for the basis of claims settlement.



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