

Non-Standard Household

Policy Wording



NELSON
Policies at Lloyd's

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Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place and keep copies of any documentation sent to or received from **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 or endorsed on this insurance, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**

When drawing up this contract of insurance, **we** have relied on the information and statements which **you** have provided in the proposal form, statement of fact or in the presentation supplied via **your broker**.

The insurance relates ONLY to those sections of the policy which are shown in the **schedule** as being insured.

This insurance is underwritten by A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd.

Beazley Furlonge Limited (Company Registration Number: 01893407 and VAT Number: 649 2754 03) is a managing agent for Syndicates at Lloyd's and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 204896). Beazley Furlonge Limited is registered in England and Wales with its Registered Office at 22 Bishopsgate, London EC2N 4BQ.

Email: info@beazley.com Tel: +44 (0)20 7667 0623 Fax: +44 (0)20 7082 5198

You can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

East Kent Underwriting is authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving premiums and settling refunds

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** check that the sections **you** have requested are included in the **schedule**
- **you** check that the information **you** have given **us** is accurate – see the "Information **You** have given **Us**" section
- **you** notify **your broker** as soon as practicable of any inaccuracies in the information you have given **us**
- **you** comply with **your** duties under each section and under the insurance as a whole

TO MAKE A CLAIM, PLEASE CONTACT OUR CLAIMS TEAMS:

ON 02380 623062 or newclaims@ghgsolutions.co.uk

For full information relating to 'How to make a Claim', please see page 11 of this document.

Definitions

Accidental Damage	Unexpected and unintended physical loss or damage caused by a single and one-off event resulting from a sudden and external means
Bodily Injury	Physical injury including accidental death, disease or illness, mental anguish or emotional distress
Buildings	<p>The home and:</p> <ul style="list-style-type: none">• fixtures and fittings including permanently fitted flooring attached to the home• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• domestic outbuildings and private garages• permanently installed swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates, fences and fixed fuel tanks• solar panels and ancillary equipment, and their fittings, which are attached to the home <p>you own or for which you are legally liable within the premises named in the schedule</p> <p>Buildings do NOT include:</p> <ul style="list-style-type: none">• carpets
Contents	<p>Household goods and personal possessions, within the home, which are your property or which you are legally liable for</p> <p>Contents includes:</p> <ul style="list-style-type: none">• fixtures and fittings• carpets but not permanently fitted flooring• property in the open but within the premises up to two hundred pounds (£200) in total• money up to five hundred pounds (£500) in total• credit cards up to five hundred pounds (£500) in total• deeds and registered bonds and other personal documents up to five hundred pounds (£500) in total• stamps or coins forming part of a collection up to five hundred pounds (£500) in total• valuables up to twenty-five thousand pounds (£25,000) or thirty percent (30%) of the contents sum insured whichever is less, within the private dwelling, but limited to two thousand five hundred pounds (£2,500) any one item unless specified in the schedule.• domestic oil or liquefied gas in fixed fuel tanks up to one thousand pounds (£1,000) <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories

	<ul style="list-style-type: none"> • any living creature • any part of the buildings • any property held or used for business purposes (other than clerical office equipment up to five thousand pounds (£5,000))
Credit cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards
Defence Costs	<p>means:</p> <p>(a) the reasonable fees, costs and expenses necessarily incurred by or on your behalf in connection with the investigation, defence, settlement or appeal of a covered claim.</p> <p>(b) reasonable costs and expenses of an accredited expert retained through defence counsel approved by us on behalf of you in order to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered claim.</p> <p>defence costs does not include the remuneration of any natural person, policyholder or subsidiary, the cost of their time or your costs or overheads .</p>
Domestic Staff	A person employed to carry out domestic duties associated with your home and not employed by You in any capacity in connection with any trade profession or employment
East Kent Underwriting	The Company who has been authorised by us to transact insurance business on our behalf. East Kent Underwriting is authorised and regulated by the Financial Conduct Authority; their Firm Reference Number is 305448. Registered Office: 2nd Floor, Knight rider Chambers, Maidstone, Kent ME15 6LPX
Endorsement	A change in terms and conditions of this insurance
Excess	The amount payable by you as shown in the schedule in the event of each claim
Furnished	A property which has sufficient furniture and furnishings for normal living purposes which as a minimum must include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule

Landslip	Downward movement of sloping ground
Money	<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 saving certificates, travellers' cheques • premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes
Occupant	A person or persons authorised by you to stay in the home overnight
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium
Personal Possessions	<p>Clothing, baggage, sports equipment, camera and music equipment and other similar items normally carried about the person and all of which belong to you</p> <p>Personal Possessions does NOT include:</p> <ul style="list-style-type: none"> • money and credit cards • pedal cycles • mobile phones (unless specified in the schedule under Section C)
Pollutants	means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to asbestos, silica, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals, electromagnetic field chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.
Premises	The address which is named in the schedule
Property Damage	means damage to, destruction of, impairment of, or loss of use of tangible property
Refurbishment	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sanitary ware , carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels
Schedule	The schedule forms part of this insurance and contains details of you , the premises , the sums insured, the excess , the period of insurance and the sections of this insurance which apply
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within ten (10) years of construction

Single Event	means all accidents directly or indirectly arising out of, based upon or attributable to or in connection with the same originating cause or source.
Standard Construction	Built of brick, stone or concrete including timber framed and roofed with either slates, tiles, asphalt, metal or concrete
Subsidence	Downward movement of the ground beneath the buildings other than by settlement
United Kingdom	England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands
Unoccupied	The home is left without an occupant for more than thirty (30) consecutive days or is not furnished enough to be normally lived in
Valuables	Articles of gold, silver, precious metals or stones, watches, gold and silver plated articles, furs, guns, and firearms, curios, antiques, pictures and other works of art, collections of stamps, coins and medals.
We / us / our	A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd
You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home in the normal course of events &/or during school or further education vacations / holidays
Your broker	The insurance broker or intermediary who arranged this insurance on your behalf

Important Information – Important Conditions

There are specific conditions detailed in **your schedule** which **you** must comply with. If **you** breach any of these conditions then this may affect some or all of **your** claim(s), it may reduce the amount payable by **us** under the policy, or **we** may treat this insurance as though it never existed

Important Information – Information You have given Us

Information You Have Given Us

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 questions **we** ask by ensuring that all information provided is accurate and complete

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided us with false or misleading information **we** will have the right to:

- (i) treat this policy as if it had never existed, refuse to pay any claims and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as is reasonably possible.

Important Information – “Policyholder Notices”

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within fourteen (14) days of the policy purchase date or the date **you** receive full policy documentation, whichever is the later

If **you** are able to and do cancel within such fourteen (14) day period, provided **you** have not made a claim, **your broker** will refund any premiums paid and any applicable administrative charges

Cancellation Conditions

We or **your broker** can cancel this insurance contract by giving **you** thirty (30) days’ notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address
- where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**.
- a change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **you** have deliberately misrepresented any information given to **us**.
- **your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
- if **you** have acted fraudulent in any way.
- **you** have deliberately or falsely overstated information given to **us**

You can also cancel this insurance contract at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim. Any return premium will be subject to any applicable administrative charges

Changes in Circumstances

We have relied on the information which **you** have provided to **us**. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible

Failure to advise of a change to **your** circumstances may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**

In particular, **you** must tell **your broker**:

- if **you** change **your** address
- if **you**, or any person named in the **schedule**, change occupation
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served)
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings
- about any changes to **your buildings** that will increase the rebuilding costs

- about any changes to **your contents** that will increase the reinstatement costs
- about any changes to **your** specified and unspecified items that will increase their value

Please also ensure that **you** review page 18 for other more specific general conditions relating to **your home** where it will be necessary to advise **your broker** of changes

Sums Insured

You must ensure the sums insured provided are correct

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type

The specified and unspecified items sums insured stated in the **schedule** in respect of **valuables** and **personal possessions** must be enough to replace the items as new

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Tel: **0800 678 1100** and **020 7741 4100**
E-mail: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance contract 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

Policy administration fees

East Kent Underwriting will charge **you** an administration fee if they:

1. make any changes to **your** policy on **your** behalf, or
2. cancel **your** policy at **your** request

Please ask **your broker** for details of charges that apply

Insurer's Data Privacy Notice

We collect and use relevant personal information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations. This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have. The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's personal information you provide to us: Where **you** provide **us** or **your broker** with personal information about other people, **you** must provide **our** privacy notice to them.

Want more details? For more information about how **we** use **your** personal information please see **our** full privacy notices, which are available online on **our** websites or in other formats on request.

Contacting us and your rights: **You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notices, please contact our Data Protection Officer: The Data Protection Officer, Beazley Plc, 22 Bishopsgate, London, EC2N 4BQ. Email: DPO@beazley.com

Claims

In the event of a claim or potential claim under this policy, please contact **our** claims team as follows:

Telephone: 02380 623062 or Email newclaims@ghgsolutions.co.uk

Ongoing claims correspondence can be sent to correspondence@agatha.app.ghgsolutions.co.uk

(Opening Hours 9am to 5:30pm Monday to Friday. An out of hours, claim notification service is available)

When contacting **our** claims teams, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance

Claims conditions applicable to the whole of this insurance

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** appointed claims management teams as soon as possible of all incidents that may give rise to a claim. This must be no later than thirty (30) days from the date of the incident. If the incident is as a theft or any malicious act, then the incident must be reported to the police by **you** within twenty-four (24) hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within seven (7) days of the incident
2. **You** must provide **us** with written details of what happened within thirty (30) days of the incident and provide any other information **we** may require
3. **You** must forward to **us** as soon as reasonably possible, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not admit liability, offer or agree to settle any claim or answer any correspondence without **our** prior written consent.
4. **You** must allow **us** or **our** representatives full access to **your home** where any loss or damage has occurred and deal with the claim. **We** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them
- 6.
7. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **you** must give **us** evidence of the value of any item involved as well as any other relevant information **we** may require. For example purchase receipts, invoices, bank or credit card statements, photographs or other evidence of ownership

8. **You** must take care to limit any loss, damage or injury
9. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay **your** claim. In addition, **we** will have the right to:
 - a) treat this policy as terminated from the date of **your** fraudulent act
 - b) recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim
 - c) keep **your** premium in full.
10. **You** must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim , it may result in **your** claim not being paid and **your** policy being cancelled in accordance with the cancellation condition.

Failure to comply fully with any of the claims conditions listed above may result in **your** claim not being paid in full or paid at all

Complaints and Concerns

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** wish to make a complaint, please contact **your broker**. **Your** broker's contact details are shown in the **schedule**.

In the event **you** remain dissatisfied, it may be possible in certain circumstances for **you** to refer the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693

Email: complaints@lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com and are also available from the above address.

Financial ombudsman service

If **you** remain dissatisfied after Lloyd's has considered **your** complaint **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk. Making a complaint does not affect **your** right to take legal action.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme (FSCS)

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this **policy**. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

General Exclusions

General Exclusions applicable to the whole of this insurance

This insurance will be subject to the following Exclusions and **we** will not cover any losses excluded by these causes:

Radioactive Contamination and Nuclear Assemblies Exclusion Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. 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

War Exclusion Clause

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

Nuclear, Biological and Chemical Contamination Exclusion Clause

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by, or contributed to, by or arising from Nuclear, Biological or Chemical contamination due to or arising from:

- terrorism and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

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

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

Contamination, Pollution Exclusion Clause

We will not pay for any loss, damage or liability, directly or indirectly, caused by or arising from any pollution, contamination, soot deposit, impairment with dust, chemical precipitation, adulteration or impurification other than where cover is given under the Liability to the public section and under the escape of oil provisions of **your** policy.

Communicable Disease Exclusion

Notwithstanding any other provision herein, this insurance does not cover:

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- a) infectious or contagious disease
- b) any fear or threat of a) above or
- c) any action taken to minimise or prevent the impact of a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Faulty Workmanship Exclusion

We will not pay for any loss or damage arising from faulty design, specification, workmanship or materials.

Contractors Exclusion

We will not pay for loss or destruction of or damage to any property, or any other loss or expense, or any legal liability of any nature caused by, or contributed to, or arising from or in connection with the activities of contractors working on the **premises**. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or about the **premises**, including **you** where **you** are working in the capacity of a tradesman.

Domestic Pets, Insects or Vermin Exclusion

We will not pay for any loss or damage caused by domestic pets, insects or vermin.

Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health

This exclusion applies regardless whether there is:

- any physical loss or damage to insured property
- any insured peril or cause, whether or not contributing concurrently or in any sequence
- any one loss, occupancy or functionality or
- any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation or steps taken to address medical or legal concerns

Pressure Waves Exclusion Clause

We will not pay for any loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, **we** will still cover damage resulting from that fire or explosion.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Asbestos Exclusion Clause

This insurance does not cover any loss or damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Diminution in Value Clause

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

Existing and Deliberate Damage Exclusion Clause

We will not pay for loss, damage or liability:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**
- following as an effect, result or outcome of an existing or deliberate damage

Wear and Tear Exclusion

We will not pay for any loss or damage caused by wear and tear or any other gradual operating cause.

Sanction Limitation and Exclusion

You agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

Other insurance

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

Illegal or Criminal Acts Exclusion

We will not pay for any loss, damage or liability arising from any illegal or criminal act by **you**, any paying guest, lodger, tenant or anyone lawfully on the premises.

General Conditions applying to the whole of this insurance

If **you** fail to comply with any of **your** obligations under this condition and we determine that a claim has been caused by or impacted directly by your failure, we may decline any claim or reduce the amount we pay for any claim. In addition **we** may, at **our** discretion, continue to provide cover on the same terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety

1. **You** must take all reasonable steps to prevent loss, damage or injury
2. The **premises** must be maintained in good condition, a good state of repair and be structurally sound
3. **You** must tell **us** or **your broker** as soon as reasonably possible if **you** stop using the **home** as **your** permanent residence or change address
4. **You** must tell **us** or **your broker** as soon as reasonably possible if **you** regularly leave the **home** unattended by day or night other than for **your** normal job or work
5. **You** must tell **us** or **your broker** if you leave the **home** without an **occupant** for more than thirty (30) consecutive days
6. **You** must inform **us** or **your broker** as soon as reasonably possible of any change to the occupancy of the **home** from that last disclosed to **us** or if the **home** becomes illegally occupied
7. **You** must ensure that all protections provided for the security of the **home**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered
8. **You** must tell **us** or **your broker** before **you** start any **refurbishment**, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**
9. **You** must inform **us** or **your broker** as soon as reasonably possible if the **home** is to be demolished or if the **home** becomes subject to compulsory purchase order

When **we** or **your broker** receives notification of any change in circumstance as described above, **we** have the option to either change the terms and conditions, charge an additional premium or issue notice of cancellation of this insurance

Additional Conditions Applicable Whilst Any Part Of The Premises Are Let Or Tenanted

1. **You** must comply with all regulations/statutory conditions regarding the letting of the **home** including, but not limited to:
 - a) the number of persons legally allowed to reside at the **home**
 - b) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - c) having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **home**
 - d) holding (if applicable) an appropriate license issued by the local authority (in which the **home** is located) for the **home**
2. **You** must ensure that all gas appliances/boilers fitted at the **home** are serviced by an individual on the Gas Safety Register within thirty (30) days of inception of this insurance or not more than one calendar year from the date they were last serviced, whichever is sooner

Subsequent to the dates stated above **you** must have all gas appliances/boilers serviced at least once every twelve (12) months. **You** must keep in **your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of twenty four (24) months. **You** will have to produce them for **our** inspection if **we** ask for them

When **your broker** receives notice of the above, **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance

Section A – Buildings

What is covered	What is not covered
This insurance covers the buildings for physical loss or damage directly caused by	We will not pay:
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess as shown in the schedule b) for loss or damage to property caused by its undergoing any process involving the application of heat
2. Aircraft and other flying devices or items from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences unless there is damage caused to the main dwelling as well c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule d) for loss or damage to buildings caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level f) for loss or damage to the buildings caused by subsidence, heave or landslip other than as covered under item 9. of Section A.
4. Escape of water and frost damage to fixed water tanks, apparatus or pipes and fittings	a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule d) for loss or damage to the buildings caused by wet or dry rot e) for loss or damage to the buildings caused by the failure or lack of grout and/or sealant f) for loss or damage to the buildings caused by subsidence, heave or landslip other than as covered under item 9. of Section A.
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	a) the excess shown in the schedule b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule

6. Theft or attempted theft	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a forcible and violent entry or exit which is evidenced by visible signs of damage to the buildings c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule d) for loss or damage caused by persons lawfully on the premises
7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss and damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule
8. Riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage unless caused by forcible and violent entry to or exit from the home which is evidenced by visible signs of damage to the buildings or by deception c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule d) for loss or damage caused by persons lawfully on the premises

<p>9. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil, swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences unless the private dwelling is also affected at the same time by the same event c) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law d) for loss or damage caused by coastal or riverbank erosion e) for loss or damage while the buildings are undergoing any structural repairs, alterations or extension f) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking g) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule h) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event i) for loss or damage arising from faulty design, specification, workmanship or materials
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule
<p>11. Falling trees, telegraph poles or lampposts</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss and damage caused by trees being cut down or cut back within the premises c) for loss and damage to gates and fences unless the buildings are damaged during the same event d) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule

Section A – Buildings - Additional Coverage

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>a) The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames and locks) • solar panels and ancillary equipment and fittings • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage caused by chipping, denting or scratching</p> <p>c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p>
<p>b) The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes, joints and fittings • underground water supply pipes • underground sewers, drains and septic tanks • underground gas pipes and tanks • underground cables <p>which you are legally liable for</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage to any part of the cables or service pipes within the buildings</p> <p>c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p>
<p>c) Additional cost or alternative accommodation, substantially the same as your existing accommodation, which you have to pay while the buildings cannot be lived in following physical loss or damage which is covered under Section A - Buildings</p>	<p>a) any amount over twenty percent (20%) of the sum insured for the buildings damaged or destroyed</p> <p>b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</p> <p>c) periods in excess of twenty four (24) months</p> <p>d) any amount hereunder if a claim has been made for the same event under Section A - Buildings, d) Loss of Rent</p> <p>e) any amount in respect of alternative accommodation if the premises are lent, let or sub-let</p>

<p>d) Loss of rent due to you which you are unable to recover for a reasonable period necessary to repair the buildings following physical loss and damage which is covered under Section A – Buildings</p>	<p>a) any amount over twenty (20%) of the sum insured for the buildings damaged or destroyed</p> <p>b) for loss of rent after the premises is fit to be let out</p> <p>c) for loss of rent the tenants have not paid</p> <p>d) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</p> <p>e) for loss of rent or any other expenses you must pay to the letting agent</p> <p>f) for loss of rent for more than twenty four (24) months</p> <p>g) any amount if a claim has been made for the same event under Section A - Buildings, c) Alternative Accommodation</p> <p>h) for loss of rent arising from the tenants leaving the premises without giving you notice</p> <p>i) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation</p>
<p>e) Expenses you have to pay and which we have agreed in writing for:</p> <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 <p>following physical loss or damage to the buildings which is covered under Section A - Buildings</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage occurred</p> <p>c) any amount over fifteen percent (15%) of the sum insured for the buildings damaged or destroyed</p>
<p>f) Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section A - Buildings</p>	<p>a) the excess shown in the schedule</p> <p>b) more than one thousand pounds (£1,000) in any period of insurance. If you claim for such loss under Sections A – Buildings and B – Contents, we will not pay more than one thousand pounds (£1,000) in total</p> <p>c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p>
<p>g) Anyone buying the property who will have the benefit of Section A - Buildings until the sale is completed or the insurance ends, whichever is sooner</p>	<p>a) the excess shown in the schedule</p> <p>b) if the buildings are insured under any other insurance</p>

<p>h) Expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the building, which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under Section A - Buildings</p>	<p>a) more than two thousand five hundred pounds (£2,500) in any period of insurance b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p>
<p>i) Loss or damage to the buildings caused by forced entry by emergency services attending your premises, to deal with a medical emergency or to prevent damage to the home</p>	<p>a) the excess shown in the schedule b) more than one thousand pounds (£1,000) in any period of insurance</p>

Section A – Buildings – Accidental Damage

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

What is covered	What is not covered
This extension covers	We will not pay
Accidental damage to the buildings	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage or any proportion of damage which we specifically exclude elsewhere under Section A - Buildings c) for the buildings moving, settling, shrinking, collapsing or cracking d) for damage while the home is being altered, repaired, externally professionally cleaned, maintained or extended e) for damage to outbuildings and garages which are not of standard construction f) for damage while the home is lent, let or sublet g) for the cost of general maintenance h) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences and fuel tanks, piers, jetties, bridges and culverts l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination m) for loss or damage while the buildings are unoccupied or not furnished enough to be normally live in unless Extended Unoccupancy is stated in the schedule n) for damage arising from faulty design, specification, workmanship or materials

Conditions that apply to Section A – Buildings only

Settling claims - How we deal with your claim

If **you** claim for loss or damage is covered under Section A – Buildings, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form
- the damage has been repaired, or loss has been reinstated

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair

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 to a specific part

Your sum insured

We will not reduce the sum insured under Section A – Buildings after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen as a result of the shortfall in 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 any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

We will not pay more than one hundred percent (100%) of the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent, alternative accommodation and expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees

Section B – Contents

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for contents in the open other than garden ornaments and statues c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule d) for loss or damage to contents caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level
4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes and fittings	a) the excess shown in the schedule b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule c) for loss or damage to contents caused by wet or dry rot d) for loss or damage to the contents caused by the failure or lack of grout and/or sealant
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	a) the excess shown in the schedule b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule

6. Theft or attempted theft	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a forcible and violent entry or exit which is evidenced by visible signs of damage to the buildings c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule d) any amount over five thousand pounds (£5,000) or five percent (5%) of the sum insured for contents whichever is greater, within secure domestic outbuildings and garages e) for loss or damage caused by any person lawfully on the premises
7. Collision by any vehicle or animal	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule
8. Riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule c) for loss or damage unless caused by forcible and violent entry to or exit from the home which is evidenced by visible signs of damage to the buildings or by deception d) for loss or damage caused by persons lawfully on the premises

<p>9. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law c) for loss or damage caused by coastal or river erosion d) for loss or damage while the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking f) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule g) for loss or damage arising from faulty design, specification, workmanship or materials
<p>10. Falling trees, telegraph poles or lampposts</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule

Section B – Contents - Additional Coverage

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>a) Accidental damage to:</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio and visual equipment • radios • home computers and communication equipment <p>all situated within the home</p>	<p>a) the excess shown in the schedule</p> <p>b) for damage or deterioration caused in the process of non-domestic cleaning, repair, renovation or dismantle</p> <p>c) for loss or damage to tapes, records, cassettes, discs, computer software or computer data</p> <p>d) for mechanical or electrical faults or breakdown</p> <p>e) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p> <p>f) for loss or damage while the home is lent, let or sublet</p>
<p>b) Accidental damage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware forming part of the building <p>which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	<p>a) the excess shown in the schedule</p> <p>b) the cost of repairing, removing or replacing frames</p> <p>c) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p> <p>d) for loss or damage while the home is lent, let or sublet</p>
<p>c) The contents, if these are not already insured, whilst they are temporarily out of the home against physical loss and damage directly caused by:</p> <p>i) any of the events insured numbers 1 – 10 in Section B – Contents while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any building where you are living or working • in any building for valuation, non-domestic cleaning or repair • in any furniture store • in any bank or safe deposit <p>ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to or from any bank, safe deposit or furniture store</p>	<p>a) the excess shown in the schedule</p> <p>b) for contents outside the United Kingdom</p> <p>c) for money or credit cards</p> <p>d) any amount over ten percent (10%) of the sum under Section B – Contents for contents</p> <p>e) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule</p>

<p>d) Up to twelve (12) months' rent you have to pay as occupier if the home cannot be lived in following physical loss or damage which is covered under Section B – Contents</p>	<p>a) any amount over twenty percent (20%) of the sum insured under Section B – Contents for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</p> <p>c) any amount hereunder if a claim has been made for the same event under Section B – Contents e) Alternative Accommodation</p>
<p>e) The increased costs of using alternative accommodation substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following physical loss or damage which is covered under Section B – Contents</p>	<p>a) any amount over twenty percent (20%) of the sum insured under Section B – Contents for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</p> <p>c) any amount hereunder if a claim has been made for the same event under Section B – Contents d) Loss of Rent</p> <p>d) for periods in excess of twenty four (24) months</p>
<p>f) Your legal responsibility as a tenant for loss or damage to the buildings which is covered under Section B - Contents</p>	<p>a) the excess shown in the schedule</p> <p>b) any amount over ten percent (10%) of the sum insured under Section B – Contents for the contents of the buildings damaged or destroyed</p> <p>c) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord fixtures or fittings</p> <p>d) for loss or damage arising from subsidence heave or landslip</p> <p>e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>f) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</p>
<p>g) The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water supply pipes • underground sewer, drains and septic tanks • underground gas pipes and tanks • underground cables <p>which you are legally liable for</p>	<p>a) the excess shown in the schedule</p> <p>b) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</p>

h) Fatal injury to you , happening as a direct result of an accident, assault or fire in your home provided that death ensues within twelve (12) months of such injury, for the following amount: <ul style="list-style-type: none"> ten thousand pounds (£10,000) for each insured person over the age of majority within the United Kingdom five thousand pounds (£5,000) for each insured person under the age of majority within the United Kingdom at the time of the incident 	a) the excess shown in the schedule
i) Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	a) any amount over five hundred pounds (£500) in total in any period of insurance
j) Increased domestic metered water charges you have to pay following escape of water which gives rise to an admitted claim under number 4 of Section B - Contents	a) more than one thousand pounds (£1,000) in any period of insurance , if you claim for such loss under Sections A – Buildings and B – Contents, we will not pay more than one thousand pounds (£1,000) in total
k) Loss or damage to contents whilst being moved to your new permanent home in the United Kingdom by professional removers	a) the excess shown in the schedule b) damage to china, glass and similar brittle items, unless they have been packed by professional packers c) loss or damage that is not reported within seven (7) days of your contents being delivered to your new home
l) Loss or damage to visitors personal possessions by any event insured under numbers 1 – 10 in Section B – Contents whilst contained within your home	a) any amount over one thousand pounds (£1,000) in total
m) An additional amount of ten percent (10%) of the sum insured for contents or two thousand five hundred pounds (£2,500) whichever is the greater during: <ul style="list-style-type: none"> the months of December and January a period of sixty (60) days either side of the day of your wedding to provide additional cover within the home in respect of presents, gifts, new purchases or acquisitions	a) the excess shown in the schedule
n) The cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	a) the first fifty pounds (£50) of each and every claim b) for loss or damage caused by any electricity or gas company cutting off or restricting your supply c) for loss or damage due to the failure of your electricity or gas supply caused by strike or any other industrial action d) more than five hundred pounds (£500) in any period of insurance

Section B – Contents – Accidental Damage

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

What is covered	What is not covered
This extension covers	We will not pay
Accidental damage to the contents	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage or any proportion of damage which we specifically exclude elsewhere under Section B – Contents c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked on d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over five thousand pounds (£5,000) in total for porcelain, china, glass and other brittle articles f) for money, credit cards documents or stamps g) for damage to hearing aids, contact lenses or corneal or micro corneal lenses h) for damage while the home is lent, let or sublet i) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause j) for damage arising out of faulty design, specification, workmanship or materials k) for damage from mechanical or electrical faults or breakdown l) for damage caused by dryness, dampness, extremes of temperature or exposure to light m) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination n) for damage to contents within garages and outbuildings o) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in unless Extended Unoccupancy is stated in the schedule

Conditions that apply to Section B – Contents only

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section B – Contents.

For total loss or destruction or 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
- pedal cycles,
- mobile phones

where **we** will take off any amount for wear and tear and depreciation

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 common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

We will not reduce the sum insured under Section B – Contents after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of loss or damage is more than **your** sum insured for the **contents**, 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 for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **contents** as new, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

We will not pay more than the sum insured for the **contents** of each **premises** shown in the **schedule** including any payments for loss of rent or alternative accommodation.

Section C – Valuables and Personal Possessions

This section sets out the cover **we** provide for **valuables** and **personal possessions**

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

What is covered	What is not covered
This insurance covers	We will not pay
Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the United Kingdom , Europe and up to sixty (60) days worldwide	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage caused by moth, vermin, wear and tear or any gradually operating cause c) for damage from electrical or mechanical faults or breakdown d) any amount over two thousand five hundred pounds (£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 e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon f) for damage to guns caused by rusting or bursting of barrels g) for breakage of any sports equipment whilst in use h) for loss or damage to hearing aids, contact lenses or corneal or micro corneal lenses i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule k) any amount over five hundred pounds (£500) in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant l) any amount over two thousand pounds (£2,000) in total in respect of theft or disappearance of valuables and personal possessions from hotel or motel rooms during your absence from such rooms

Conditions that apply to Section C – Valuables and Personal Possessions only

Settling claims - How we deal with your claim

We will at **our** option repair, replace or pay for any article lost or damaged.

If any insured item which is part of a pair or set and has an insured value of two thousand five hundred pounds (£2,500) or over:

- **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
- **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay up to the value of the items listed on **your** policy **schedule**.

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of Insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section D – Legal Liability

This part of the policy sets out the cover **we** provide in respect of **your** legal liability to others.

This Section applies only if the **schedule** shows that either the **buildings** are insured under Section A – Buildings or the **contents** are insured under Section B – Contents of this insurance.

Part 1

Part A of this Section applies in the following way:

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

What is covered	What is not covered
We will compensate you	We will not compensate you for any liability
<p>i) as owner or occupier for any amounts you become legally liable to pay as compensation for:</p> <ul style="list-style-type: none">• bodily injury• property damage caused by an accident happening at the premises during the period of insurance <p>or</p> <p>ii) as a private individual for any amounts you become legally liable to pay as compensation for</p> <ul style="list-style-type: none">• bodily injury• property damage caused by an accident happening anywhere in the world during the period of insurance	<p>a) for bodily injury to:</p> <ul style="list-style-type: none">• you• any other permanent member of your home• any person who at the time of sustaining such injury is engaged in your service or employed by you <p>b) for bodily injury arising from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person</p> <p>d) for damage to property owned by or in the charge of control of:</p> <ul style="list-style-type: none">• you• any other permanent member of the home• any person engaged in your service or employed by you <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the period of insurance</p> <p>f) which you have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of your ownership, possession or use of:</p> <p>i) any motorised or horse drawn vehicle other than</p> <ul style="list-style-type: none">• domestic gardening equipment used within the premises and

What is covered	What is not covered
	<ul style="list-style-type: none"> • pedestrian controlled gardening equipment used elsewhere ii) any power operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, dogs or horses which are not designated as 'Specially Controlled Dogs' under the Dangerous Dogs Act 1991 or any similar or replacement law <p>h) in respect of any kind of pollution involving pollutants or clean up of any pollutants other than:</p> <ul style="list-style-type: none"> • caused by sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule, and • reported to us not later than thirty (30) days from the end of the period of insurance <p>in which case all such pollution involving pollutants and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>j) if you are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted</p> <p>k) arising directly or indirectly out of any profession, occupation, business or employment</p>

Part 2

Unpaid awards

What is covered	What is not covered
<p>We will pay for sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none">• Part A ii) of this Section would have indemnified you had the award been made against you rather than to you• there is no appeal pending• you agreed to allow us to enforce any right which we shall become entitled to upon making payment	

Part 3

Defective Premise Act

What is covered	What is not covered
<p>We will pay you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<p>We will not pay you:</p> <ul style="list-style-type: none">• for any liability if you are entitled to payment under any other insurance• for the cost of repairing any fault or alleged fault

Part 4

Accidents to domestic staff

What is covered	What is not covered
<p>We will pay you for the amounts you become legally liable to pay, including defence costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule</p>	<p>We will not pay you for bodily injury arising</p> <ul style="list-style-type: none">• from any vehicle outside the premises• from any vehicle used for racing, pace making or speed testing• from any communicable disease or condition• in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the period of insurance• for any action brought outside the United Kingdom

Conditions that apply to Section D – Legal Liability – Parts 1, 2 & 3

Limit of insurance

We will not pay more than two million pounds (£2,000,000) for any one accident or **single event**, plus **defence costs** and expenses which **we** have agreed in writing.

However, **defence costs** and expenses in addition to the limit of insurance will not apply to the following:

We will not pay:

- 1) **pollutants:**
in respect of **pollutants** more than two million pounds (£2,000,000) inclusive of all **defence costs** and expenses which **we** have agreed in writing.
- 2) **other liability covered under Section D – Legal Liability to the Public:**
 - more than two million pounds (£2,000,000) inclusive of all **defence costs** and expenses which **we** have agreed in writing for Part 1 and 3

more than one hundred thousand pounds (£100,000) for Part 2 inclusive of all **defence costs** and expenses which we have agreed in writing.

In respect of 1) and 2) above, **defence costs** are payable inclusive of the limit of insurance

Conditions that apply to Section D – Legal Liability – Part 4

Limit of insurance

We will not pay more than five million pounds (£5,000,000) for any one accident or **single event**, plus the **defence costs** and expenses which **we** have agreed in writing.

Section E – Pedal Cycle Cover

This section of the policy sets out the cover we provide for **your** pedal cycles

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

What is covered	What is not covered
Section B – Contents of this insurance extends to cover the following: The cost of repairing or replacing your pedal cycles following: <ul style="list-style-type: none">• theft or attempted theft• accidental damage anywhere in the United Kingdom	We will not pay: a) the excess shown in the schedule b) for loss or damage to: <ul style="list-style-type: none">• tyres• lamps• accessories unless the cycle is stolen or damaged at the same time c) for damage from mechanical or electrical faults or breakdown d) for loss or damage while the pedal cycle is used for racing or pace making or is let out on hire or is used other than for private purposes e) to replace a stolen pedal cycle(s) unless it was locked to an immovable object or kept in a locked building at the time of the theft f) any amount over seven hundred and fifty pounds (£750) unless specified in the schedule

Conditions that apply to Section E – Pedal Cycle Cover

Settling claims - How we deal with your claim

We will at **our** option repair, replace or pay for any article lost or damaged.

Limit of Insurance

We will not pay more than the sum(s) insured shown in the **schedule**

Section F – Money and Credit Card Cover

This section of the policy sets out the cover we provide for **your** money and bank cards

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

What is covered	What is not covered
Section B – Contents of this insurance extends to cover the following:	We will not pay:
<ul style="list-style-type: none">theft or accidental loss of moneyany amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) within the geographical limits shown in the schedule provided that:<ul style="list-style-type: none">within twenty four (24) hours (or as soon as practicable) of you discovering any such loss or theft, you have notified the police and in the case of credit card(s) the card issuing company andyou have complied with all other conditions under which your credit card(s) were issued to you	<ul style="list-style-type: none">a) the first one hundred pounds (£100) of each and every claimb) to make up any shortages due to an error or omissionc) for loss of valued) more than one thousand pounds (£1,000) in any period of insurancee) for any loss if you or your family have not complied with the terms and conditions of the issuing authority

