

UK HH V2.1



## 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.

#### 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 HCC International Insurance Company plc ('HCCII') trading as Tokio Marine HCC.

HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London, EC3N 1RE.

HCCII is authorised by the Prudential Regulation Authority and regulated by the financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655)

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.

### Your total peace of mind

We Financial Services are covered by the the Compensation Scheme. Depending on circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations.

Financial Services Compensation Scheme (FSCS): Financial Services Compensation Scheme PO BOX 300, Mitcheldean, GL17 IDY

Phone: 0800 678 1100 or +44 (20) 7741 4100

Website: www.fscs.org.uk



## Things we need to tell you about

### Our Agreement with you

This policy is a legal contract between you and us. In

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

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

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

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

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

For example, we may:

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

We or your broker will write to you if we:

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

If you become aware that the information you have given us is inaccurate, you must information 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

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 – <u>Privacy Policy</u> | Gallagher UK (ajg.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.

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.



## 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	The home and its decorations including:	
	• 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	
	which <b>you</b> own or for which <b>you</b> are legally responsible within the premises named in the <b>schedule</b> .	
Contents	Household goods, <b>valuables</b> and <b>personal belongings</b> within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally responsible for.	
	Contents include:	
	<ul> <li>radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>;</li> </ul>	
	<ul> <li>carpets but not permanently fitted flooring;</li> </ul>	
	<ul> <li>contents within the home, up to £3,000 per single item, unless otherwise stated in the schedule;</li> </ul>	
	<ul> <li>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;</li> </ul>	
	<ul> <li>money and credit cards within the home, up to a maximum limit of £250 in any one period of insurance</li> </ul>	
	<ul> <li>contents in outbuildings and garages up to £2,500 in all, unless otherwise stated in the schedule;</li> </ul>	
	<ul> <li>Pedal cycles up to £250 per pedal cycle within the home, unless otherwise stated in the schedule,</li> </ul>	
	<ul> <li>contents that are within the premises shown in the schedule but no contained within the home or outbuildings or garages at the time of loss o damage up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)</li> </ul>	
	<ul> <li>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.</li> </ul>	
	Contents does not include:	
	<ul> <li>motor vehicles, garden machinery, caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories;</li> </ul>	
	any living creature;	
	<ul> <li>any part of the <b>buildings</b>;</li> </ul>	

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.intasure.com

Holiday Home Policy



## Definitions

## Applicable to the whole of this insurance

	<ul> <li>any property held or used for business purposes;</li> </ul>	
	<ul> <li>any property insured under any other insurance;</li> </ul>	
	<ul> <li>property of tenants or their visitors;</li> </ul>	
	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 it's	
	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 <b>schedule</b> and payable by <b>you</b> 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> <li>Personal use, other than as your main residence</li> </ul>	
	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	Current legal tender, cheques, postal and money orders,	
	<ul> <li>Postage stamps not forming part of a stamp collection,</li> </ul>	
	<ul> <li>Savings stamps and savings certificates, travellers' cheques,</li> </ul>	
	<ul> <li>Premium bonds, luncheon vouchers and gift tokens,</li> </ul>	
	all held for private or domestic purposes.	
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.	
	Unless otherwise agreed, <b>outbuildings</b> do not include:	
	<ul> <li>tree houses</li> </ul>	
	<ul> <li>inflatable buildings; or</li> </ul>	
	any structure which is made of canvas, PVC or any other non-rigid material.	

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Holiday Home Policy



## **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 sche			
	for which <b>you</b> have paid and <b>we</b> have accepted a premium.		
Personal Belongings	<b>Personal belongings</b> are items that belong to <b>you</b> and are normally worn or carried on the person.		
	Personal belongings includes:		
	<ul> <li>luggage;</li> </ul>		
	clothing;		
	<ul> <li>sports, musical, camping and photographic equipment;</li> </ul>		
	Personal belongings does not include:		
	<ul> <li>tools used or held for business, professional or trade purposes;</li> </ul>		
	valuables;		
	contact or corneal lenses		
	<ul> <li>hearing aids unless otherwise specified in your schedule;</li> </ul>		
	pedal cycles;		
	<ul> <li>any property insured under any other insurance</li> </ul>		
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.		
Schedule	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the premises, the		
sums insured, the <b>period of insurance</b> and the sections of this insuran			
	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 <b>buildings</b> 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 <b>buildings</b> are not furnished enough to live in		
Unoccupied	Where the <b>buildings</b> have not been lived in for more than <b>60 consecutive days</b> 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 <b>you</b> or are <b>your</b> 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 <b>schedule</b> and all members of <b>your family</b> who		
	permanently live with <b>you</b> .		

Holiday Home Policy



## **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:

#### Head of International Compliance

HCC International Insurance Company plc 1 Algate London EC3N 1RE

Email: tmhcccompliants@tmhcc.com

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) within <u>six months</u> 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: <u>complaint.info@financial-ombudsman.org.uk</u>

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: <u>www.financial-ombudsman.org.uk</u>



## **Cancelling this Policy**

### Your right to Cancel this Policy

You have a right to cancel **your** policy within <u>14 days</u> 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.

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 <u>30 days</u> 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: <u>claims@intasure.com</u>

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 <u>30 days</u> 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, prepurchase 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.

Number: SC108909. <u>www.inta</u> Holiday Home Policy



## **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:

- i. **You** must comply with all regulations/statutory conditions regarding the letting of the premises including, but not limited to:
  - a. The number of persons legally allowed to reside at the premises
  - b. Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
  - c. Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the premises
- ii. 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**

Should the Property be uninhabited (not lived in) for more than 48 hours there shall be no cover under insured event 4 "Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes." or " Increased water meter charges" during the period 1<sup>st</sup> October to 31<sup>st</sup> March each year unless you comply with one of the following:

i) Where the entire premises has the benefit of gas or oil fired central heating system fitted with automatic controls and a separate thermostat, the system must be set to operate continuously (not timed) for 24 hours each day at not less than 12 degrees Celsius or 54 degree Fahrenheit, or

ii) All water supplies to be turned off at the mains and the entire water system be drained of all the water.

You must also ensure that during the months on November, December and January each year the hatch to the loft area of the **Home** (where there is one installed) is propped open by at least twelve inches or thirty centimetres.

If you fail to comply with any part of this condition, claims relating to insured event 4 "Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes" or "Increased water meter charges", will be void and not paid.

If any Claim is being made then we reserve the right to request from you any bills for any utilities being supplied to the premises for verification by us.



## **General Conditions**

### Take Care

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

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

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

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

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

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

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;
- 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.



## **General Conditions**

### 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
- 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 <u>30 days</u> 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
- Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
- Computer viruses, erasure or corruption of electronic data
- The failure of any equipment to correctly recognise the change of date.

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



## **General Exclusions**

#### 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.

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by, resulting from, or in connection with any action aimed at 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



## **General Exclusions**

#### 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.

#### 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.

#### 14. Cyber Exclusion

This policy is designed to deal with physical loss or damage to your property which arises from an incident which occurs accidentally. We will not pay for any loss, damage, expense or legal liability caused by, contributed to, by or arising from as a result of wilful misuse of mass email, internet or similar electronic means which is intended to cause the specific harm suffered.

#### 15. Infectious or contagious disease Exclusion

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- Infectious or contagious disease;
- Any fear or treat of infectious or contagious disease
- Any action taken to minimise or prevent the impact of an infectious or contagious disease

For the purpose of this exclusion, 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.



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

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

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Holiday Home Policy



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

What is covered:	What is not covered:	
Loss or damage to <b>your buildings</b> during the <b>period</b> <b>of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions. The <b>excess</b> shown in <b>your schedule</b>	
<ol> <li>Subsidence, or heave of the site upon which the buildings stand or landslip</li> </ol>	<ul> <li>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,</li> <li>Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause,</li> <li>Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law,</li> <li>Loss or damage caused by river or coastal erosion,</li> <li>Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.</li> </ul>	
<ol> <li>Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.</li> </ol>		
11. Falling trees, branches, telegraph poles or lamp- posts.	<ul> <li>Loss or damage caused by trees being cut down or cut back within the premises,</li> <li>Loss or damage to gates, hedges and fences.</li> </ul>	

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

Wh	at is covered:	What is not covered:
		Any cause already excluded within the General
		Exclusions.
		The <b>excess</b> shown in <b>your schedule</b>
a.	The cost of accidental damage to:	Accidental damage while the home is
	<ul> <li>Fixed glass and double glazing (including the</li> </ul>	unoccupied or unfurnished
	cost of replacing frames),	
	<ul> <li>Solar panels,</li> </ul>	
	Sanitary ware,	
	Ceramic hobs,	
	all forming part of the <b>buildings</b> .	
b.	The cost of Accidental Damage to:	
	<ul> <li>Domestic oil pipes,</li> </ul>	
	<ul> <li>Underground water supply pipes,</li> </ul>	
	<ul> <li>Underground sewers, drains and septic</li> </ul>	
	tanks,	
	<ul> <li>Underground gas pipes,</li> </ul>	
	Underground cables,	
	serving the <b>home</b> and which <b>you</b> are legally	
	responsible for	
С.	The loss of rent and costs of alternative	• Any amount over £25,000 for the buildings
	accommodation because of any loss or damage	damaged or destroyed, unless shown in your
	covered under Section One (Buildings), we will	schedule.
	pay you for one of the following expenses or	
	losses <b>we</b> have agreed to:	
	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	
	your nome is drift to live in	
d.	Expenses you have to pay and which we have	Any expense for preparing a claim or an estimate for
u.	agreed in writing for:	<ul> <li>Any expense for preparing a claim or an estimate for loss or damage,</li> </ul>
	Architects, surveyors', consulting engineers	<b>C</b>
	and legal fees,	requirements have been served on <b>you</b> before the
	<ul> <li>The cost of removing debris and making safe</li> </ul>	loss or damage.
	the building,	J. J
	Costs you have to pay in order to comply with	
	any Government or local authority	
	requirements,	
	Following loss or damage to the <b>buildings</b> under	
	Section One.	

Holiday Home	Policy



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	<ul> <li>More than £5,000 in any period of insurance. If you</li> </ul>
following an escape of water which gives rise to an	claim for such loss under Section One and Section
admitted claim under event 4 of Section One	Two, we will not pay more than $\pounds5,000$ in total.
f. Anyone buying the <b>home</b> who will have the benefit	
	Loss or damage if the <b>buildings</b> are insured under
of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	any other insurance.
g. The cost of replacing and fitting the locks or lock	More then CEOO is any named of incurrence. If you
mechanism of external doors and windows of the	<ul> <li>More than £500 in any period of insurance. If you</li> </ul>
	claim under Section One and Section Two <b>we</b> will not
Home if the keys are lost or stolen anywhere in the world.	pay more than £500 in total. (the <b>excess</b> shown in
	your schedule does not apply)
h. If your buildings are damaged by water or oil	• More than £1,500 any one event.
escaping from any fixed tanks, apparatus, pipes or	
any fixed heating installation in <b>your home</b> , <b>we</b> will	
pay the cost of removing and replacing any other	
parts of <b>your buildings</b> necessary to find and	
repair the source of the leak and making good.	
i. Damage to the <b>buildings</b> caused by forced access	• More than £25,000 in any <b>period of insurance</b> . If
to deal with medical emergency or to prevent	you claim for such loss under Section One and
damage to the <b>home</b> .	Section Two, <b>we</b> will not pay more than £25,000 in
	total.
j. The costs of re-instating the gardens to their original	• More than £1,000 during the <b>period of insurance</b>
condition following damage caused by the	
Emergency Services at the <b>home</b> following a loss	
covered under Section One	
k. The costs of refilling fire extinguishers, replacing	• More than £2,500 during the <b>period of insurance</b>
sprinkler heads and refiling sprinkler tanks which	
have been incurred by you and which we have	
agreed in writing, following loss or damage covered	
under Section One	More then CE 000 during the merits by Charge
I. The costs of metered electricity, gas or water, for	• More than £5,000 during the <b>period of insurance</b>
which you are legally responsible, arising from its	• Costs incurred where <b>you</b> have failed to take steps
unauthorised use by persons occupying the <b>home</b>	to terminate such services immediately after
without <b>your</b> consent	becoming aware of such unauthorised use
m. The costs of clearing and removing any property	• More than £750 during the <b>period of insurance</b>
illegally deposited at the premises which have	
been incurred by <b>you</b> and which <b>we</b> have agreed in	
writing	
n. The costs of removing bees, wasps and hornets	• More than £750 during the <b>period of insurance</b>
nests from the <b>premises</b> which have been incurred	
by <b>you</b> and which <b>we</b> have agreed in writing	

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Holiday	/Home	Policy



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

What is not covered:
Any cause already excluded within the General
Exclusions.
The excess shown in your schedule
• More than £5,000 during the <b>period of insurance</b>



## Accidental Damage to the Buildings

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

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



## 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
	Any cause already excluded within the General
	Exclusions.
We will pay all amounts which you become legally	From bodily injury to:
liable to pay as owner of the <b>buildings</b> and land	a. <b>You</b> or your family,
belonging to it for accidents happening in and around	b. Any person who at the time of sustaining such
your home during the period of insurance which	injury is engaged in your services;
result in:	From damage to property owned by or in the
	charge or control of:
Bodily injury	a. <b>You</b>
<ul> <li>Damage to property</li> </ul>	b. Any person engaged in <b>your</b> service;
	• As occupier of the <b>home</b> ;
If <b>you</b> die, <b>we</b> will pay amounts <b>your</b> personal	• Which you have assumed under an agreement or
representatives become legally liable to pay for liability under this Section.	contract and which would not otherwise have attached;
	• From the ownership or occupation of any land or
We will pay up to £5,000,000 for any one accident or	buildings other than the home;
series of accidents arising out of any one event. In	• Where <b>you</b> are entitled to cover from another
addition, we will also pay any costs and expenses we	source;
have agreed in writing.	• In connection with <b>your</b> profession, occupation,
	business or employment;
	• From any communicable disease or condition;
	From <b>you</b> owning or using any:
	a. Power-operated lift,
	<ul> <li>Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use),</li> </ul>
	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
	<ul> <li>From the direct or indirect consequence of assault or alleged assault</li> </ul>
	From any deliberate or wilful or malicious act
	Liability from The Third Party Wall etc. Act 1996
	• Where <b>you</b> are entitled to indemnity under any
	other insurance, including but not limited to any
	horse or travel insurance, until such insurance(s) is
	exhausted



#### 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
	Any cause already excluded within the General
	Exclusions.
Your liability under Section 3 of the Defective	Liability arising from an incident which happened
Premises Act 1972 or Section 5 of the Defective	over 7 years after this insurance ends or your home
Premises (Northern Ireland) Order 1975, as owner of	was sold, whichever is the sooner.
any previous <b>home</b> which <b>you</b> occupied, for accident happening in and around that <b>Home</b> which result in:	<ul> <li>Liability arising from any cause for which you are entitled to cover under another source, or</li> </ul>
	• The cost of correcting any fault or alleged fault,
<ul> <li>Bodily injury to any person, or</li> </ul>	<ul> <li>Liability arising from any home previously owned</li> </ul>
Loss or damage to property.	and occupied by you in which you still hold legal title or have an interest.
If <b>you</b> die, <b>we</b> will pay amounts <b>your</b> personal	<ul> <li>Anything owned by or the legal responsibility of your family.</li> </ul>
representatives become legally liable to pay for liability under this Section.	your family
	<ul> <li>Injury, death, disease or illness to any of your family (other than your domestic employees who</li> </ul>
We will pay up to £5,000,000 for any one accident or	normally live with you)
series of accidents arising out of any one event. In	<ul> <li>Liability arising from any employment, trade,</li> </ul>
addition, we will also pay any costs and expenses we	profession or business of any of your family
have agreed in writing.	<ul> <li>Liability accepted by any of your family under any</li> </ul>
navo agrood in whiling.	agreement, unless the liability would exist without the agreement
	<ul> <li>Liability arising from The Party Wall etc. Act 1996</li> </ul>
	, , , ,
	<ul> <li>Liability where you are entitled to indemnity under any other insurance</li> </ul>

## **Important Notice**

#### Dangerous Dogs Act 1991

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

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

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

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Holiday Home Policy



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

#### How we deal with your claim

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

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

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

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

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

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

#### Your sum insured

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

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

#### Proportionate remedy

If the cost of 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**.



#### 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 y**our** 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.



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		Any cause already excluded within the General
	period of insurance caused by the following		Exclusions.
	insured events:		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	•	Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), <b>Contents</b> that are located within the premises shown in the <b>schedule</b> but not contained within the <b>home</b> or <b>outbuildings</b> at the time of loss or damage.
4.	Escape of water from and frost damage to fixed	•	Loss or damage to the installation itself,
	water tanks, heating installation, apparatus or pipes	•	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	•	Loss or damage to the installation itself.
6.	Theft or attempted theft	•	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 <b>contents</b> in any garage or <b>outbuilding</b> unless specified in the <b>schedule.</b> Loss or damage other than as a result of violent and forcible entry to or exit from the <b>home</b> <b>Money/credit cards -</b> cover is excluded where the property has been vacated for 48 hours or more;
7.	Collision or impact by any vehicle or animal	•	Loss or damage caused by insects, birds, vermin or domestic pets.
8.	Riot, violent disorder, strike, labour disturbance,		
	civil commotion or malicious acts		

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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 <b>excess</b> shown in <b>your schedule</b>
<ol> <li>Subsidence, or Heave of the site upon which the Buildings stand or Landslip</li> </ol>	<ul> <li>Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions,</li> <li>Loss or damage caused by river or coastal erosion,</li> <li>Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event,</li> <li>Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.</li> </ul>
10. Falling trees, branches, telegraph poles or lamp- posts	• Loss or damage caused by trees being cut down or cut back, within the boundary of the <b>buildings</b> .
a) Costs <b>you</b> have to pay for replacing locks to alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys anywhere in the world	<ul> <li>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)</li> </ul>
b) Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture	Accidental damage while the home is     unoccupied or unfurnished
<ul> <li>Damage to the contents caused by forced access to deal with a medical emergency</li> </ul>	<ul> <li>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.</li> </ul>
<ul> <li>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: <ul> <li>i. The cost of alternative accommodation</li> <li>ii. An amount equal to the rent payable to you</li> </ul> </li> </ul>	<ul> <li>Any amount over 25% of the sum insured for the contents of the buildings damaged or destroyed</li> </ul>
<ul> <li>e) Loss or damage to contents whilst temporarily removed from the home, but within the United Kingdom, for cleaning, renovation, repair or similar purposes</li> </ul>	• More than 10% of the sum insured for the <b>contents</b>
<ul> <li>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</li> </ul>	<ul> <li>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.</li> </ul>



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	Damage or any proportion of damage which we
contents of the home.	specifically exclude elsewhere under Section Two
	• More than £1,000 in total for porcelain, china, glass and other brittle articles,
	<ul> <li>Damage or deterioration of any article caused by dyeing, professional cleaning, repair, renovation or whilst being worked upon</li> <li>Damage caused by vermin or domestic pets.</li> <li>Accidental damage while the home is unoccupied or unfurnished</li> </ul>



## 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.
<ul> <li>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: <ul> <li>Bodily injury</li> <li>Damage to property</li> </ul> </li> <li>If you die, we will pay amounts your personal representatives become legally liable to pay for liability under this Section.</li> <li>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.</li> </ul>	<ul> <li>From bodily injury to: <ul> <li>a. You or your family,</li> <li>b. Any person who at the time of sustaining such injury is engaged in your services;</li> </ul> </li> <li>From damage to property owned by or in the charge or control of: <ul> <li>a. You</li> <li>b. Any person engaged in your service;</li> </ul> </li> <li>As owner of the home;</li> <li>Which you have assumed under an agreement or contract and which would not otherwise have attached;</li> <li>From the ownership or occupation of any land or property other than the home;</li> <li>Where you are entitled to cover from another source;</li> <li>In connection with your profession, occupation, business or employment;</li> <li>From any communicable disease or condition;</li> <li>From you owning or using any: <ul> <li>a. Power-operated lift,</li> <li>Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use),</li> <li>c. Aircraft, hovercraft or watercraft (other than rowing boats or canoes),</li> <li>d. Caravan or trailer,</li> <li>Animals other than Your pets,</li> <li>f. Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991</li> </ul> </li> <li>From the direct or indirect consequence of assault or alleged assault</li> <li>From any deliberate or wilful or malicious act</li> <li>Liability from The Third Party Wall etc. Act 1996</li> <li>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</li> </ul>



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

### **Important Notice**

#### Dangerous Dogs Act 1991

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

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### 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.

- Where the damage can be economically repaired we will pay the cost of repair;
- Where the damage cannot be economically repaired and the damaged or lost item can be replaced, we will replace it. If a replacement is not available we will replace it with an item of similar quality;
- 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 or replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

#### Your sum insured

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

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

### **Proportionate Remedy**

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

### Maintaining the sum insured

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

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

### 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.

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## **Section Three – Pedal Cycles**

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

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



## Section Three – Pedal Cycles

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

### How we deal with your claim

- Where the damage can be repaired economically we will pay the cost of the repair;
- Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced we will pay the replacement cost;
- If a replacement is not available we will replace it with a pedal cycle of similar quality;
- 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:
	Any cause already excluded within the General
	Exclusions.
	The excess shown in your schedule
Accidental loss, damage or theft of your valuables	<ul> <li>Damage caused by moth, vermin or rot,</li> </ul>
and <b>personal belongings</b> listed in the <b>schedule</b>	Damage from electrical or mechanical faults or
occurring during the <b>period of insurance</b> when in the	breakdown,
United Kingdom or when elsewhere in the world	• More than £2,500 for any one item (including
during a temporary visit not exceeding <b>60 days</b> in any	articles forming a pair or set) unless stated
one <b>period of insurance</b> .	otherwise in the <b>schedule</b> or the specification(s)
	attached to the <b>schedule</b> ,
	Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or
	whilst being worked upon,
	<ul> <li>Damage to guns caused by rusting or bursting barrels,</li> </ul>
	Breakage of any sports equipment whilst in use,
	• Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision,
	<ul> <li>More than £1,500 in total in respect of portable</li> </ul>
	computer equipment unless otherwise stated in the schedule,
	<ul> <li>More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an</li> </ul>
	authorised occupant,
	<ul> <li>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,</li> </ul>
	<ul> <li>Loss or damage caused by domestic pets,</li> </ul>
	<ul> <li>Riot or civil commotion outside the United</li> </ul>
	Kingdom,
	Depreciation in value,
	More than £250 per claim for loss or damage to
	mobile phones or pagers unless otherwise stated in
	the schedule.

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## **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:
	Any cause already excluded within the General Exclusions. The <b>excess</b> shown in <b>your schedule</b>
Theft or accidental loss of <b>money</b> or fraudulent use of <b>your credit card(s)</b> . Any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your credit card(s)</b> .	<ul> <li>Any shortages due to error or omission,</li> <li>Loss of value,</li> <li>More than £500 in total, any one event,</li> <li>Loss where conditions under which your credit card(s) were issued to you have been breached.</li> </ul>
Provided that within 24 hours of <b>you</b> discovering any such loss or theft, <b>you</b> have notified the card issuing company and the Police.	
Where <b>you</b> have reported <b>your credit card(s)</b> , cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances <b>you</b> will only be liable for the first £50 of the claim.	



## 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:
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:	<ul> <li>Any amount in excess of £1,000 in any period of insurance.</li> <li>Any emergency travel made without prior agreement by us,</li> </ul>
<ul> <li>up to £300 towards the cost of one return air ticket to the insured home for your use;</li> <li>up to £300 towards the cost of a second return air ticket for a member of your family</li> <li>up to £400 towards the cost of temporary accommodation and/or expenses in the event of the home being uninhabitable.</li> </ul>	<ul> <li>Emergency travel where the estimated damage costs claimed under Sections 1 or 2 does not exceed £2,500.</li> <li>Emergency travel where the loss, or damage has not been notified to us within 21 days of the incident.</li> <li>Emergency travel outside of 60 days of the incident/loss occurring or being discovered.</li> <li>Emergency travel unless all travel documents, hotel receipts and other documents are retained by you,</li> </ul>
of a journey by road, rail or sea to the same limits may be substituted.	for the basis of claims settlement.



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