

POLICY WORDING

Please read carefully and retain



Property Insurance for
Residential Homes in the UK

Welcome to Intasure Property Insurance

designed specifically for residential homes in the UK



Intasure's property insurance is exclusively designed for home owners, including Grade II listed buildings. This insurance is underwritten by a consortium of leading insurers as defined in the Policy Wording. Please read this policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by insurers named in the schedule.

This policy document should be read together with the schedule and any endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: 0345 111 0670 Monday - Friday 9am - 5.30pm

CLAIMS: 0345 111 0672 (24 hours)

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The policy has several sections. Check your schedule to see which sections are in force and any clauses or endorsements that are applicable.

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How to use your Policy

YOUR POLICY

Here is **your** new policy containing details of the cover **you** have arranged. **We** have made every effort to make **our** intentions clear. Please read **your** policy carefully and if **you** have any queries **we** will be pleased to help **you**.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the policy.

WHAT COVER IS INCLUDED?

The policy is divided into a number of different Sections. To find which Sections are in force **you** should check **your schedule**, the document enclosed with the policy. The **schedule** also tells **you** how much **you** are insured for under each Section.

HOW MUCH TO INSURE FOR

It is up to **you** to make sure that the amounts **you** insure for represent the full re-building cost of the building(s) and the full replacement costs as new of the contents concerned. Remember, if **you** underinsure, claim payments may be reduced. **You** can change **your** Sums Insured at any time - **you** do not have to wait for renewal.

IF YOU HAVE A QUERY

If **you** have any queries or concerns regarding this policy **you** should contact **us** using telephone numbers at the beginning of this policy wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **you** will have received the policy documents upon the day following the date it was emailed / posted to **you**.

Once cover has commenced outside the 30 day period, **you** may cancel **your** policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the Insurer's cancellation rights, please refer to the General Conditions section of **your** policy wording.

CHANGES IN YOUR CIRCUMSTANCES

Your policy has been based on the information which **you** have given **us** about yourself and **your home**. **You** must tell **us** immediately of any changes to this information including of course any change of address.

Please see condition 7 on page 24 for more detail in relation to the information **we** need to know about and the potential consequences of not providing **us** with that information.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the policy and **schedule** to check that **you** are covered. To register a claim and obtain a claim form please contact Intasure on **0345 111 0672**. Or **you** may write to:

Intasure, Oakhurst House, 77 Mount Ephraim, Tunbridge Wells, TN4 8BS.

You should complete a claim form and let **us** have as much information as possible to help **us** deal with **your** claim quickly and fairly.

You should also refer to the section on pages 28 and 29, Settlement of Claims.

Finally, do not hesitate to ask for advice, **we** will be pleased to help **you**.

YOUR RESPONSIBILITIES

In order to protect **your property** to its fullest extent **we** will expect **you** to comply with all terms and conditions.

When **property** is unattended all accessible doors and windows must be secured.

GOVERNING LAW

There is a choice of law for this insurance, but unless **we** agree otherwise English Law applies.

HOW WE MAINTAIN YOUR PRIVACY?

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

We may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** Privacy Policy - <https://www.penunderwriting>.

How to use your Policy

co.uk/Privacy-and-Cookies. If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

YOUR INSURER

This policy is Insured by Fairmead Insurance Limited. Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Conduct Authority and Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1BD.

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Definitions

Certain words in your policy have special meanings. These meanings are given below:

Bodily injury

Death, injury, illness or disease.

Buildings

Any permanent structure used for domestic purposes within the grounds of **your home** including:

- **fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks; including gas, LPG and oil tanks.
- **swimming pools / hot tubs / jacuzzis;**
- outbuildings and permanent structures;
- gates, hedges, walls and fences;
- radio and television aerials, satellite dishes, their fittings and masts;
- wind turbines, fixed generators and solar panels (if specified on the policy **schedule**)
- wells, lakes and rivers within the boundary of the **property** for liability cover only
- paths and drives

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

Complex

Buildings and grounds for which **you** are responsible by means of service/management charges.

Contents

Household goods, carpets and personal **property**. **Money** and **valuables** all belonging to or the responsibility of **you** or **your family** contained in the **home** or in the open within the boundaries of the land belonging to the **home**. **Our** liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

The term **contents** does not include:

- any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for **money**, documents, manuscripts, firearms, shotguns
- goods used for business or professional purposes
- any part of the **buildings** including **fixtures and fittings** unless otherwise agreed
- any **property** specifically insured against the perils covered hereby under any other insurance
- damage by vermin or insects

Domestic Employee

Any person working for **you** in connection with domestic duties who is employed by **you** under a contract of service, or self-employed and working on a labour only basis under **your** control or supervision.

Endorsements

Any variation or addition to the terms of the policy.

Entertainment equipment

- Computers including **portable computer(s)**
- digital decoders
- DVD recorders
- game consoles
- mobile phones
- projectors
- televisions

Our liability in respect of **entertainment equipment** shall not exceed 40% of the **contents** sum insured. In respect of the optional Personal Effects in or away from the **home** under Section 3 - the maximum amount to be paid on any single item is £10,000 unless otherwise shown in the **schedule**. The limit of 40% of the **contents** sum insured does not apply under Section 3.

Excess

The sum shown in **your schedule** which is the amount to be deducted from **your** claim for loss or damage resulting from the same incident. The **excess** may vary and be increased within the Policy Wording for certain perils.

Fixtures and fittings

All items that are fixed to and form part of the structure of the **home** including:

- decorations including wall paper, murals and stencilling
- bathroom suites
- flooring: integral to fabric of building
- fitted kitchens and their fitted appliances
- built-in wardrobes

Frost damage

Loss or damage caused by frost/freezing is excluded whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks apparatus and pipes are drained, (excluding central heating systems) when the **property** is vacated for more than two weeks.

Garden

The open ground within the boundaries of the land belonging to the insured **property** and not communal **complex** areas.

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 permanent construction built of **standard construction** comprising of house, bungalow, cottage or apartment name in the **schedule** and outbuilding used for domestic purposes. Terms of use include:

- personal use (**home**)
- let to family and friends
- short-term lets (up to six months)
- long-term lets (up to twelve months). Not covered under this policy please refer to **our** Landlord policy
- main residence
- inherited **property**. Not covered under this policy please refer to **our** Second **home**/Holiday **home** policy.

Definitions

Insured

- The first named party in the policy **schedule**.
- Any member of the **insured's** family permanently residing with him/her, including foster and cared for children who may be under the legal guardianship of a Local Authority.

Landslip

Downward movement of sloping ground.

Light construction

Any domestic outbuilding, with the exception of brick built garages, including sheds, greenhouses, glass conservatories, lean-to, carports and pergolas.

Listed buildings

Private dwelling granted Grade II or Grade II* status. In Scotland, **buildings** granted B and C status.

Listed buildings to be of:

- **standard construction**
- wattle and daub
- lathe and plaster
- timber framed
- cob

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

No claims bonus/discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

Non-standard construction

Chalets, Lodges, Log Cabin. **property** built on non-standard foundations.

Policyholder/You/Your

The person(s) named as the **policyholder** in the **schedule**.

Portable Computer(s)

Computer, laptop, iPad, netbook, notebook, tablet, eReader.

Property

Material property.

Schedule

The current **schedule** issued by **us** as part of **your** policy shows details of the **policyholder**, the **property** insured, the period of insurance and which sections of the policy apply.

Single article limit

The maximum amount to be paid on any single item of **contents** is £10,000 unless otherwise shown in the **schedule**. The maximum amount to be paid on any single item of Personal Effects and **valuables** section 3 is £10,000 unless otherwise shown in the **schedule**.

Standard construction

Built of brick, stone or concrete, with a pitched roof of slate, tile, or concrete with standard foundations

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Swimming pools/hot tubs/ jacuzzis

Privately owned swimming pools / hot tubs / jacuzzis – for the sole use of **you** and **your family** or any person lawfully in the **home**.

It is further understood and agreed that no cover will apply in respect of **communal swimming pools**.

Communal swimming pools - Swimming pools used on a shared basis with other **property** owners.

Unfurnished

The **home** does not have enough furniture to be lived in normally.

Unoccupied

The **home** has not been lived in for 60 days in a row. **Money, valuables** and credit cards to be removed.

Unspecified personal effects and clothing

Personal **property** which is designed to be worn or carried on or about the person taken away from the **home**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, records, CDs and DVDs, coin, medal and stamp collections, works of art, figurines, vases and furs. **Our** liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

In respect of the optional **valuables** in or away from the **home** under Section 3 - the maximum amount to be paid on any single item is £10,000 unless otherwise shown in the **schedule**. The limit of 20% of the **contents** sum insured does not apply under Section 3.

We/Us/Our

The insurer(s) stated in the **schedule** and Intasurre as administrators of the policy.

You/Your family

You, your spouse or domestic partner who lives at the same address as **you** and shares financial responsibilities, **your** children, parents and other relatives who permanently reside with **you** including foster and cared for children who may be under the legal guardianship of a Local Authority.

Sum Insured

Standard Buildings

The buildings sum insured will be up to £1m. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will be referred to Underwriting.

Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

Index Linking

Contents

The Government's General Index of Retail Prices. Should this Index not be available another appropriate Index will be used.

Important

Because of regional and national variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any excess shown in your schedule	
A The Basic Cover Loss of or damage to buildings caused by:	A Damage caused by defective design, faulty workmanship or defective materials or gradually operating cause.
1 Fire, explosion, lightning, earthquake or subterranean fire.	1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.
2 Subsidence or heave of the site on which the buildings stand, or landslip .	2 (a) The first £1,000 of any claim (unless higher excess specified) (b) Damage resulting from coastal or river erosion (c) Damage resulting from defective design, faulty workmanship or the use of defective materials (d) Damage resulting from demolition, alteration or repair to the buildings (e) Damage resulting from the bedding down of new structures or settlement of made-up ground (f) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of your home are damaged at the same time (g) Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools/hot tubs/jacuzzis and tennis courts unless the foundations beneath the external walls of the home are damaged by the same cause and at the same time (h) Diminution of market value.
3 Smoke.	3 (a) Damage caused by any gradually operating cause. (b) Pollution damage.
4 Riot, civil commotion, labour or political disturbances.	4
5 Malicious persons or vandals	5 Loss or damage caused by (a) persons lawfully in the home . (b) whilst the home is unfurnished .
6 <ul style="list-style-type: none"> Storm Flood Hail Snow Avalanche 	6 Loss or damage caused. (a) by subsidence or landslip . (b) by frost. (c) to buildings of Light construction , domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (d) to swimming pool / hot tub / jacuzzi covers, filtration plants, heaters and pumps. (e) weight of snow on buildings of light construction , domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (f) by a rise in the water table (the level below which the ground is completely saturated with water)

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

	The amount of any excess shown in your schedule .
7 Theft or attempted theft.	7 (a) Loss or damage caused by you or your family or tenant/ guest. (b) Solar panels unless securely fitted to the building in a non-accessible position, £500 excess will apply. (c) Theft unless there are signs of forcible or violent entry or exit. (d) Mysterious disappearance.
8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.	8 Damage caused by domestic pets or insects, or birds.
9 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	9 Loss or damage (a) to buildings of light construction . (b) caused by wet or dry rot. (c) to the installation itself caused by corrosion or wear and tear. (d) caused by frost/freezing is excluded whilst the property is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the property is vacated for more than two weeks. (e) to swimming pools/hot tubs/jacuzzis , filtration plants, heaters and pumps and all other ancillary equipment. (f) and we do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.
10 Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing damage to the buildings .	10 (a) Damage to hedges, gates and fences. (b) Destruction or damage caused during felling or lopping operations.
11 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.	11 Damage to the fixtures and fittings themselves caused by corrosion or wear and tear.
12 Electrical Power Surges Damage caused by electricity to fixtures and fittings and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal current.	12 (a) Damage caused by electricity to fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus. (b) more than £1,000 in any one occurrence, and £3,000 in any one year of insurance.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

13 Damage to Underground Services

Accidental damage to underground services to the **home** for which **you** are legally responsible.

13

- (a) Damage caused whilst clearing, rodding, or attempting to clear a blockage.
- (b) Damage caused by rodents / vermin.
- (c) Blockage in pipes.
- (d) Damage caused by gradually operating cause.

14 Glass and Sanitary Fixtures

Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, baths, shower screens and fitted ceramic hobs.

Limited to £5,000 in any one period of insurance.

14

- (a) Damage to or the cost of removing or replacing frames.
- (b) Breakage of **property** not in sound condition.
- (c) **Frost damage**.

B Temporary Accommodation or Loss of Hiring Charges

- (a) The reasonable cost of **your** temporary accommodation in the event of the **home** being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1A of this policy.

Our liability shall not exceed £15,000 in any one period of insurance.

- (b) Loss of hiring charges for bookings actually made and confirmed with **you** prior to and in the event of the **home** being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1A of this policy.

Our liability shall not exceed £15,000 in any one period of insurance.

- (c) Loss of hiring charges for bookings actually made and confirmed with **you** prior to and in the event of pollution or oil spillage within a radius of one mile of the nearest beach.

Our liability shall not exceed £1,000 in any one period of insurance.

- (d) Loss of hiring charges as a result of any occurrence of murder or suicide or notifiable disease or illness arising from or traceable to foreign or injurious matter in food or drink at the **home**.

Our liability shall not exceed £1,000 in any one period of insurance.

B

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

C Removal of Debris and Demolition Costs

Expenses necessarily incurred by **you** with **our** consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured **property** destroyed or damaged by any peril insured under Section 1 subject to **our** liability not exceeding £10,000 in any one period of insurance.

C

D Architects and Surveyors Fees / Local Authority Requirements

- (a) The cost of architects, surveyors and other fees for estimates, plans, specifications suggested by a loss adjuster, quantities, tenders and supervision necessarily and reasonably incurred in reinstatement consequent upon destruction of or damage to the **buildings** by any peril hereby insured against, not exceeding the scale of fees laid down by the Royal Institution of British Architects, the Royal Institute of Chartered Surveyors or other appropriate
- (b) The cost of meeting building regulations or municipal or local authority bye-laws.

D

- (a) Fees for preparing any claim
- (b) Any cost **you** are legally responsible for paying because of notice served upon **you** before the date of loss or damage.

E Moving Home

If **you** are selling the **home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **home** is not insured elsewhere.

E

F Loss of Metered Water and Oil

Providing cover by Section 2 - Contents is not in force, loss of metered water or domestic heating oil (for which **you** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **home**.

F

- (a) Excluding loss or damage caused while the **home** is **unfurnished** or **unoccupied** for a period in excess of 60 days.
- (b) More than £1,500 for any one claim during any one period of insurance.
- (c) **Swimming pools/hot tubs/jacuzzis.**
- (d) Loss or damage caused by frost/freezing whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or when the **property** is vacated for more than two weeks the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems).

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

G Trace and Access

We will pay the cost (**incurred with our permission**) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations within the main building of **your home**, including subsequent repairs to walls, floors or ceilings.

G

- (a) More than £2,000 for any one claim during any one period of insurance.
- (b) The cost of repairing/replacing the pipe work.
- (c) Damage to **swimming pools./hot tubs/jacuzzis**
- (d) Damage to underground services.
- (e) Damage caused by frost/freezing whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **property** is vacated for more than two weeks

H Emergency Access

Damage to **your home** caused by forced access to attend a medical emergency or an event which could result in damage to the **home**.

H

Section 1 - BUILDINGS

Accidental Damage Cover

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any excess shown in your schedule.

- 1
- Accidental Damage to the Buildings
- Applicable only when property is occupied by the insured and any member of the insured’s family.

- 1
- (a) Loss or damage while your home or any part of it is let to tenants or occupied by paying guests.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the buildings.
- (d) Damage caused by subsidence or landslide.
- (e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (f) Damage caused by defective design, faulty workmanship or the use of defective materials.
- (g) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (h) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (i) Swimming pools,/hot tubs/jacuzzis, filtration plants, heaters, pumps and swimming pool/hot tub/jacuzzi covers.
- (j) Solar panels.
- (k) Damage caused by pollution.

Section 1 - BUILDINGS

Accidental Damage Cover Extended to Tenants/Guests

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

1 Accidental Damage to the Buildings

Applicable only when **property** is occupied by tenants/guests.

Limited to £5,000 in any one loss.

1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **buildings**.
- (c) Damage caused by **subsidence** or **landslip**.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (g) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (h) **Swimming pools/hot tubs/jacuzzis**, filtration plants, heaters, pumps and **swimming pool/hot tub/jacuzzi** covers.
- (i) Solar panels.
- (j) Damage caused by pollution.

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any excess shown in your schedule .	
<p>The maximum amount to be paid on any single of contents (£10,000) unless otherwise shown in the schedule.</p> <p>Valuables shall not exceed 20% of the contents sum insured in any one period of insurance.</p> <p>Entertainment equipment shall not exceed 40% of the contents sum insured in any one period of insurance.</p>	
<p>A The Basic Cover</p> <p>Loss of or damage to contents contained in the home and its domestic out-buildings and garages caused by:</p>	<p>A Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause.</p>
<p>1 Fire, explosion, lightning, earthquake or subterranean fire.</p>	<p>1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.</p>
<p>2 Smoke.</p>	<p>2 (a) Damage caused by any gradually operating cause (b) Damage caused by pollution.</p>
<p>3 Riot, civil commotion, labour or political disturbances.</p>	<p>3</p>
<p>4 Malicious persons or vandals.</p>	<p>4 Loss or damage caused by: (a) persons lawfully in the home. (b) whilst the home is unfurnished.</p>
<p>5</p> <ul style="list-style-type: none"> • Storm • Flood • Hail • Avalanche 	<p>5 (a) Damage caused by subsidence or landslip. (b) Damage to swimming pool/hot tub/jacuzzi covers. (c) Contents in the open. (d) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water)</p>
<p>6 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p>	<p>6 Loss or damage (a) caused by wet or dry rot. (b) to the installation itself caused by corrosion or wear and tear. (c) caused by frost/freezing whilst the property is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the property is vacated for more than two weeks. (d) and we do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc, that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.</p>

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any excess shown in your schedule .	
7 Theft or attempted theft.	7 (a) Loss or damage occurring whilst the home or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the home . (b) Loss or damage by you or your family or any tenant/guest. (c) Loss by deception unless deception is only used to gain entry to the home . (d) Any amount in excess of £2,500 for loss from outbuildings including garages. (e) Contents in the open. (f) Mysterious disappearance.
8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.	8 Damage caused by domestic pets or birds.
9 Falling trees or branches, lamp posts or telegraph poles. Limited to the cost of removal up to £500.	9 (a) Destruction or damage caused during felling or lopping operations.
10 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings. Our liability shall not exceed £1,500 in any one year of insurance.	10 (a) Damage caused by frost. (b) Damage caused by corrosion of fittings.
11 Electrical Power Surge Damage caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents. Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.	11 (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software. (b) Damage caused by wear and tear or used contrary to the manufacturer's instructions. (c) Damage caused by electricity to fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.
12 Breakage of Glass and Mirrors Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the home . Limited to £5,000 in any one period of insurance.	12

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

B Contents Away from the Premises

The **contents**, if and so far as these are not otherwise insured, whilst temporarily removed from the **home**.

- (a) Loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum Insured on **contents**.
- (b) Loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only.
- (c) Loss or damage during the process of removal and transit following permanent change of **home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.

B

- (i) **Contents** outside the country in which the **home** is situated.
- (ii) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).

C Cash in Meters

Loss of cash contained in electricity or gas supply meters, in **your property** or for which **you** are responsible following violent or forcible entry to the **home**.

Limited to a maximum of £50.

C

- (a) Loss of cash in external meters of any kind.

D Additional Costs

Additional costs of alternative accommodation necessarily incurred by **you** as occupier if the **buildings** are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum Insured on **contents** of the Building(s) damaged or destroyed.

D

E Loss or Theft of Keys

The cost of replacing a lock or mechanism in the event of the keys to the locks:-

- (a) of any external door of the **home**,
- or**
- (b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen.

Claims are limited to £750 in respect of any one occasion.

E

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

F Loss of Metered Water and Domestic Fuel

Loss of metered water or domestic heating oil (for which **you** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **home**.

Limited to £1,500 for any one claim during any one period of insurance.

- F** (a) Loss or damage caused while the **home** is **unfurnished** or **unoccupied** for a period in excess of 60 days.
- (b) **Swimming pools/hot tubs/jacuzzis**.
- (c) Caused by frost/freezing whilst the **property** is vacant unless temperature is maintained above 15°C or 59°F or when the **property** is vacated for more than two weeks the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems).

G Garden Ornaments and Furniture

We will pay the cost of replacing or repairing **your** garden furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, or Flood.

Limited to a maximum of £1,500 any one period of insurance.

G

H Pedal Cycles

Pedal cycle(s) and its accessories are insured against loss or damage caused by theft or attempted theft within the boundaries of the **home**.

Limited to £500 per cycle, unless specifically itemized within the Personal Effects and Valuables Section. 3

H

Loss or damage:

- (a) caused by electrical and/or mechanical fault or breakdown.
- (b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
- (c) while the pedal cycle is used for racing or is hired or lent to anyone.
- (d) by theft unless in a building or securely locked to an immovable object.

I Freezer Contents

The freezer and refrigerator contents are insured against spoilage caused by accidental failure of the freezer and/ or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply.

Limited to £1,000.

I

Loss or damage:

- (a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority.
- (b) caused by any strike, lockout or industrial dispute.
- (c) damage to the freezer or refrigerator itself.

J Personal Money

Limited to £350 in any one period of insurance.

J

- (a) Loss of **money** not reported to the Police within 24 hours of discovery.
- (b) Loss of **money** from garages or outbuildings or **money** held for business or professional services.

K Replacement of Title Deeds

£1,000 of cover towards the costs of preparing new title deeds for the building should they be lost or damaged as a result of an insured peril.

K

Section 2 - CONTENTS

Accidental Damage Cover for Insured and Family

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

1 Accidental Damage to the Contents

Applicable only when **property** is occupied by the **insured** and any member of the **insured's** family.

Our liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500.

1

- (a) Loss or damage while **your home** or any part of it is let to tenants or occupied by paying guests.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **buildings**.
- (d) Damage caused by **subsidence** or **landslip**.
- (e) Damage which is specifically excluded elsewhere in section 2 - Contents.
- (f) Damage to personal effects and clothing.
- (g) Deterioration of food.
- (h) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- (i) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (j) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (k) **Swimming pools/hot tubs/jacuzzis** and **swimming pool/hot tub/jacuzzi** covers.
- (l) Damage to **portable computer(s)**. (Unless specified on the **schedule**).
- (m) Loss or damage to Mobile phones unless specified on the policy **schedule** (cover at University is specifically excluded).
- (n) Damage to spectacles, contact lenses and corneal lenses.
- (o) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **schedule**).
- (p) Loss or damage caused by pollution.

Section 2 - CONTENTS

Accidental Damage Cover Extended to Tenants/Guests

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Contents

Applicable only when **property** is occupied by tenants/guests.

Our liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500

Limited to £5,000 in any one loss.

We will not pay for

1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **buildings**.
- (c) Damage caused by **subsidence** or **landslip**.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 2.
- (g) Damage to personal effects and clothing.
- (h) Deterioration of food.
- (i) Loss or damage by inherent defect, electrical or mechanical breakdown.
- (j) **Swimming pools/hot tubs/jacuzzis** and **swimming pool/hot tub/jacuzzi** covers.
- (k) Damage to **portable computer(s)**. (Unless specified on **your schedule**).
- (l) Damage to spectacles, contact lenses and corneal lenses.
- (m) Loss or damage to Mobile phones unless specified on the policy **schedule** (cover at University is specifically excluded).
- (n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **schedule**).
- (o) Loss or damage caused by pollution.

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS - covered away from the home)

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

Loss or damage listed under General Exclusions to Section 2.

A Unspecified Valuables, Personal Effects and Clothing (worldwide)

Accidental loss of or damage to Unspecified **Valuables**, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the **schedule** with any single item up to £10,000.

Cover is limited to £1,000 for theft from any unattended motor vehicle per claim.

Limited to the specific value on the policy **schedule**.

Handheld computer games and consoles limited to £500

A Loss or damage:

- (a) to compact discs, cassettes, or records worth more than £100 in total.
- (b) to sports equipment in the course of play.
- (c) to equipment and accessories for mountaineering, potholing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports.
- (d) to credit cards.
- (e) to contact lenses or corneal lenses, spectacles.
- (f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- (g) other than by forcible and violent entry in respect of items kept in a car or commercial vehicle unless they are non visible from the exterior and stored in the boot or a concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated.
- (h) to mobile phones unless specified on the policy **schedule** (cover at university is specifically excluded)..
- (i) to **portable computer(s)** unless specified on the policy **schedule**.
- (j) to pedal cycles (unless specified on the policy **schedule**):
- (k) to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **schedule**).
- (l) to jewellery or watches with a combined value greater than £10,001 unless such items are:
 - (i) being worn or,
 - (ii) being carried by hand under the close personal supervision of the **insured**, or
 - (iii) deposited in bank or locked safe, unless the **insured** is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS - covered away from the home)

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

Loss or damage listed under General Exclusions to Section 2.

B Personal Money

Limited to £350 in any one period of insurance.

B

Loss of **money** not reported to the Police within 24 hours of discovery.

Loss of **money** from garages or outbuildings or **money** held for business or professional services.

Section 4 - LIABILITY

Your Schedule tells You if this Section is in force.

What is covered

Special Note

For the purpose of this Section only, the Definition of **policyholder/you/your** shall include any person or persons who with **your** permission temporarily occupy the **home**.

The Cover

You will, subject to the Limit of Indemnity, be reimbursed against all sums for which **you** may be legally liable to pay in respect of:-

- (a) accidental **bodily injury** to any person
- (b) accidental loss of or damage to **property** not belonging to **you** or in **your** custody or control or any of **your** tenants or employees
- (c) death, **bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **schedule** and is in addition to costs and expenses incurred with **our** written consent.

What is not covered

Exclusions

We shall not reimburse **you** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) for **bodily injury** to any person arising out of and in the course of employment or engagement by **you** or **your family** other than for solely private domestic duties where the maximum amount payable is £5,000,000.
- (c) arising out of **your** employment profession or business other than letting of **your home**.
- (d) arising out of the ownership of land or **buildings** other than the **home** detailed in the **schedule**.
- (e) for loss or damage to **property** belonging to **you, your family** or any third party, that is not included in the sum insured in **your** policy **schedule**.
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- (g) arising from the use ownership or possession of any mechanically propelled vehicle.
- (h) arising from pollution or contamination of any sort and however caused.
- (i) arising out of any incidents where **you** are entitled to reimbursement under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991, or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If your main residence is in the Republic of Ireland, the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

Section 4 - LIABILITY

Your Schedule tells You if this Section is in force.

“Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the policy is extended to cover liability at law of the **policyholder** for damages and/or claimants costs in respect of accidental **bodily injury** or accidental damage to material **property** caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **you** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **schedule**.

Contractual Liability and Reimbursement to Principal

We will subject otherwise to the terms exceptions conditions and **endorsements** of this policy reimburse **you** under any Section against liability in respect of **bodily injury** or loss or damage to **property** as follows:

to the extent that any contract or agreement entered into by **you** with any Principal so requires **we** will:

- (a) reimburse **you** against liability assumed by **you**
- (b) reimburse the Principal in like manner to **you** in respect of the liability of the Principal arising out of the performance by **you** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **us**
 - (ii) the Principal shall observe fulfil and be subject to the terms conditions and **endorsements** of this policy so far as they can apply.
 - (iii) the reimbursement shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any reimbursement is provided to any Principal **we** will treat each Principal and **you** as though a separate policy has

been issued to each of them provided that nothing in this clause shall increase the liability of **us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Reimbursement to other persons

In the event of **your** death **your** legal personal representative will be reimbursed in respect of such liability incurred by **you**.

Any of **your** domestic servants will be reimbursed in the same manner.

GENERAL CONDITIONS

GENERAL CLAIMS CONDITIONS

1 Action by the Insured

In the event of any loss or damage the **insured** shall:

- (a) Notify **us** immediately, or at most within 21 days of discovery.
- (b) Notify police authorities immediately of any malicious damage/theft or within 24 hours of discovery or knowledge of same.
- (c) Undertake all steps to minimize the damage and prevent further damage occurring.
- (d) Provide to **us**;
 - (i) Full information concerning the damage/loss occurs;
 - (ii) All proofs and information made to the claim as may be required/requested;
 - (iii) If requested a statutory declaration of the truth of the claim;
 - (iv) Allow any third party as required by **us** access to the **property** and/or full information regarding the loss or damage.

2 Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy, or if any loss destruction or damage be occasioned by **your** wilful act or with **your** connivance, all benefit under this policy shall be forfeited.

GENERAL CONDITIONS

1 Cancellation

We may cancel this policy or any part thereof by sending 30 days' notice by letter to **you** at **your** last known address. **you** shall thereupon become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance. Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

For your cancellation rights, please refer to the "How to use your policy" section of your Policy Wording.

2 Instalment/Direct Debit

If **you** pay **your** premium by Direct Debit and there is any default in payment **we** may cancel the policy by giving notice in accordance with Condition 1 - Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of

insurance the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

3 Conditions Precedent

The due observance of the terms, provisions, conditions and **endorsements** of this policy by **you** in so far as they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this policy.

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

4 Other Insurances

- (a) Section 1 - Buildings and Section 2 - Contents.

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by **you** or on **your** behalf covering such loss or any part of it, **our** liability hereunder shall be limited to **our** rateable proportion of such loss.

- (b) Section 3 - Liability

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **we** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

5 Reasonable Precautions

You shall at all times take reasonable precautions necessary to avoid or reduce any loss.

6 Protection Maintenance

Any protections provided for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **home** is left unattended.

7 Changes to Circumstances

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

Please tell **us** within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **us** if **you** require a copy of **your** Statement of Fact or **your** schedule.

GENERAL CONDITIONS

You must also tell **us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **buildings**. **You** do not need to tell **us** about internal alterations to the **buildings**.
- if someone other than **your family** is going to live in the **home**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule**.
- of any change to the use of the **home**, e.g. if the **buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the **buildings** e.g. if the **buildings** are to stop being **your** permanent residence or are to be **unoccupied** for any continuous period exceeding 60 days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy, e.g. 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 the policy.

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.

8 Several Liability

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.

GENERAL EXCLUSIONS

We will not pay for

1 Radioactive Contamination

Any expense, indirect loss, legal liability or any loss or damage to **property** directly or indirectly arising from:

- (a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

4 Biological and Chemical Contamination Exclusion

We will not pay for:

1. Loss or damage to any property whatsoever, or any loss or expenses whatsoever;
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 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) or 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.

5 Property Ownership

The policy excludes loss and/or damage caused to the **property** and any **contents** as a direct result of any dispute over the ownership of the **property**.

6 Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

- (i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- (ii) the presence of asbestos in any building and/or structure and /or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos.

It is further agreed that this insurance shall not apply to;

- (a) any obligation to defend any claim proceedings or suit brought against the insured
- (b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

7 Government 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.

8 Wear and Tear

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.

GENERAL EXCLUSIONS

We will not pay for

9 Defective design or construction

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.

10 Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

11 Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - Computer viruses, erasure or corruption of electronic data,
 - The failure of any equipment to correctly recognise the change of date.

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

SETTLEMENT OF CLAIMS

BUILDINGS

We will at **our** option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the **buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **buildings** in the same size and style and condition as when new, including the additional costs described in paragraphs C and D of this Section 1.

The total amount payable under paragraphs A and B will not exceed the Sum Insured.

If the **buildings** are not in good repair or if repair or replacement is not carried out **we** will at **our** option:

- (a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation.
- or**
- (b) pay for the reduction in market value caused by the loss or damage.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the rebuilding cost **we** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost **we** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) the total claim does not exceed £500.
- (b) at the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to **you** re-valuing the Sum Insured thereafter.
- (c) cover is provided in addition to Community Insurance.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part.

Total Loss

In the case of a total loss, three estimates would be taken to rebuild the **property** as detailed on the policy **schedule** under the limits of the total Sum Insured stated on the **schedule** and commensurate with the **property** description provided. Where the insured **property** is part of multiple properties (blocks of flats) and no communal insurance cover (represented by the criteria of endorsement HH912) is in place the underwriter will award a cash equivalent based on the insured proportion of the total rebuild costs. This would be at the sole discretion of the underwriter.

CONTENTS – Including Personal Effects and Valuables

We will at **our** option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **we** will not pay more than:

- (a) the Sum Insured as stated on **your schedule**.
- (b) **our** liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.
- (c) **our** liability in respect of **entertainment equipment** shall not exceed 40% of the **contents** sum insured in any one period of insurance.
- (d) the **Single article limit** of £10,000 for items of **contents** within the **home** unless otherwise shown in the **schedule**.
- (e) the **Single article limit** of £10,000 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **home**.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the full replacement cost **we** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **we** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) the total claim does not exceed £500
- (b) at the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **you** re-valuing the Sum Insured thereafter.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part.

SETTLEMENT OF CLAIMS

GENERAL

1 Loss of or Damage to Property

In the event of loss of or damage to **property** likely to result in a claim **you** must:

- (a) immediately report to the police any theft, malicious damage, vandalism or loss of **property**.
- (b) notify **us** by telephone or letter without unnecessary delay.
- (c) at **your** expense provide full details of the claim within 30 days.
- (d) supply **us** with full details of the claim within 30 days.
- (e) take all reasonable steps to minimize loss or damage and take all practical steps to recover lost **property** and discover any guilty person.

2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **you** must:

- (a) advise **us** immediately and as soon as possible provide full written details and assistance as requested by **us**.
- (b) immediately send to **us** any letter, writ, summons or other legal document issued against **you** and **your family**.
- (c) not negotiate, pay, settle, admit or deny any claim without **our** written consent.

3 Our Rights

In the event of a claim **we** may:

- (a) enter into and inspect any building where loss or damage has occurred and take charge of any damaged **property**.
No **property** may be abandoned to **us**.
- (b) take over and control any proceedings in **your** name for **our** benefit to recover compensation from any source or defend proceedings against **you**.

4 Recovery of Lost or Stolen Property

If any lost or stolen **property** is recovered **you** must let **us** know as soon as reasonably possible by recorded delivery.

If the **property** is recovered before payment of the claim **you** must take it back and **we** will then pay for any damage.

If the **property** is recovered after payment of the claim it will belong to **us** but **you** will have the option to retain it and refund any claim payment to **us**.

5 Governing Law

There is a choice of law for this insurance, but unless **we** agree otherwise English Law applies.

COMPLAINTS PROCEDURE

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:

The Managing Director
Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells, TN4 8BS
United Kingdom
Tel: +44(0)345 111 0680
Policy Queries = Email: admin@intasure.com
Claims = Email: claims@intasure.com

Policy related complaints	Claims related complaints
<u>Customer Care Line</u> 3 Atlantic Quay 20 York Street Glasgow G2 8JH Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com	<u>Customer Care Line</u> Pen Complaints 3rd Floor Spectrum Building 55 Blythswood Street Glasgow G2 7AT Tel - 0141 285 3539 pencomplaints@penunderwriting.com

If you remain dissatisfied, you may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer a complaint to the Financial Ombudsman Service.

Your right to take legal action against us is not affected by

referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

In all communications the policy number appearing in the schedule should be quoted.

Definition of an Eligible Complaint

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £/€1 million at the time of the complaint. The FOS will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS) Fairmead

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

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

Further information about this scheme is available from: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk.

Law Applicable to Contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you are based, or, if you are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you are based.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you are based, or, if you are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you are based.

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 0345 111 0672

(24 hours)





intasure[®]
Insurance that speaks your language

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Monday - Friday 9am - 5.30pm

CLAIMS: 0345 111 0672 (24 hours)

Intasure

Oakhurst House
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Kent
TN4 8BS

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