



Home Insurance Policy

Arranged by:
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Underwritten by SJ Catlin & Others Syndicate 2003, on behalf of certain underwriters at Lloyd's of London, under a facility managed and administered by Plum Underwriting Ltd.

Culpeck Insurance Services Limited is authorised and regulated by the Financial Services Authority No: 311756

FS/0110/PW/CB

This important document is your **Fresh Start Home Insurance policy** wording which provides everything you need to know about your cover. It should be read in conjunction with your Home Insurance Policy **Schedule**. Please keep this document in a safe place.

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

When drawing up this **policy**, **we** have relied on the information and **statement of fact** which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**. **Should this information be incorrect or you need to make any changes to your cover please call us without delay.**

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

Several Liability Notice;

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where circumstances so require this should be read as a reference to contracts in the plural.

The written authority (which number is shown in the **schedule**) allows **your broker** to sign and issue this certificate of behalf of SJ Catlin & Others Syndicate 2003 and certain underwriters at Lloyd's of London under a facility managed and administered by Plum Underwriting Ltd.

Important note

The **Statement of Fact** containing information about you and your property whether provided verbally, in writing or via an internet site and whether provided by you or anyone acting on your behalf **forms the basis of the contract between you and the Insurer** and upon which your premium has been calculated. Your attention is drawn to the importance and **accuracy** of the information supplied. Should you find that any information supplied is incorrect or you have failed to notify us of a material fact please contact us **immediately** so that a revised statement may be issued. Any revision to the information originally supplied may result in a change to the premium quoted and/or the terms offered to you under the policy. Any difference in the premium quoted must be paid for in order that cover may continue. If it is subsequently found that the information given on the **Statement of Fact** is inaccurate or incorrect then this may result in any claim under the policy being refused and the policy terminated "**ab initio**" that is to say deemed never to have been of any effect.

Your Policy

Your policy sets out clearly what is covered and what is not covered and to assist **you**, any words with special meanings have been defined and are in bold.

The **policy** sections are:

Buildings
Contents
Accidents to Domestic Staff
Legal Liability to the Public
Valuables and personal possessions
Domestic freezer cover
Pedal cycle cover
Money and credit card cover

Your schedule details which sections are covered and which **underwriter** is providing cover under each section.

It is essential that **you** read **your policy**, **your schedule**, and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

If **your policy**, **your schedule** and any **endorsements** are incorrect in any way, please tell **us** immediately so that we can make the necessary changes. This may affect **your** cover

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary questionnaires, forms the basis of this legal contract between **you** and **us**. You must therefore ensure that all the information given is accurate and that no material facts have been withheld.

You must tell **us** of any changes to material facts that will affect the assessment of risk and the premium charged. If **you** are unsure whether something constitutes a material fact, please disclose it to **us** immediately. Failing to do so may mean **we** will refuse your claims or may even invalidate this insurance.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. Unless **we** agree otherwise the language of this insurance contract and all communications relating to it will be in English.

If **you** find this insurance does not meet **your** requirements **you** are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** insurance documentation; or
2. The start of the period of insurance

whichever is the later.

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Your Policy

Customer Service

Plum Underwriting and **your broker** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker** shown on **your schedule**.

Customer Complaints Procedure

In the unlikely event that **you** wish to make a complaint regarding **your policy** or claim **you** should contact the following in writing.

The Customer Liason Officer, Plum Underwriting Ltd, 145 Leadenhall Street, London, EC3V 4QT Email: info@plum-underwriting.com

Plum Underwriting aims to respond to all complaints within 5 working days by issuing a written acknowledgement of **your** complaint. In all communications please quote **your policy** number shown on **your schedule** along with the name of **your broker** that arranged this insurance.

If **you** remain dissatisfied with the resolution or handling of **your** complaint by Plum Underwriting, then **you** may refer the matter to:

Policyholder & Market Assistance, Lloyd's, One Lime Street, London EC3M 7HA.
Tel: 0207 7327 5693 Fax: 0207 7327 5225
E-mail: complaints@lloyds.com

If **you** are still unhappy after the review of **your** complaint by Policyholder & Market Assistance, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR
Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

You can also refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of your complaint within 8 weeks of the date Plum Underwriting received **your** complaint. Further details will be provided on request and at the appropriate stage of the complaints process. This complaints procedure does not affect **your** right to take legal action.

Compensation

All insurers providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its 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 this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portoken Street, London E1 8BN) and on their website: <http://www.fscs.org.uk>

Authorisation

Lloyd's is regulated by the Financial Services Authority ('the FSA') whose address is:

The Financial Services Authority, 25 The Colonnade, Canary Wharf, London, E14 5HS

You can check these details on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

How to Notify a Claim

To notify a possible claim, please refer to **your schedule** for claims contact details.

When notifying a claim, please provide **your** name, **policy** number, the name of **your broker** and full details of the loss or damage.

Please refer to the Claims Conditions on page 12.

Definitions – Words with Special Meanings

The following **definitions** apply to all sections of this **policy**. Additional definitions are shown in the sections to which they apply

Bodily injury	Bodily injury includes death or disease.
Buildings	<ul style="list-style-type: none">• The home and its decorations• fixtures and fittings attached to the home• permanently installed swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks, septic tanks, lamp posts and ornamental fountains and ponds. <p>you own or for which you are legally liable within the premises named in the schedule.</p>
Contents	Household goods and personal property, within the home , which are your property or which you are legally liable for.
Contents includes	<ul style="list-style-type: none">• tenant's fixtures and fittings• carpets• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• property in the open but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)• money and credit cards up to £300 in total• deeds and registered bonds and other personal documents up to £1,500 in total• stamps or coins forming part of a collection up to £1,250 in total• gold, silver, gold and silver plated articles, jewellery and furs up to £5,000 or 20% of the sum insured for contents whichever is less, within the private dwelling• domestic oil in fixed fuel oil tanks up to £1,000• pedal cycles up to £500 in total
Contents does NOT include:	<ul style="list-style-type: none">• motor vehicles (other than garden machinery or motorised wheelchairs and mobility scooters) caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property held or used for business purposes• any property insured under any other insurance.
Credit cards	credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance.

Definitions – Words with Special Meanings

Excess	<i>The amount shown in your schedule or endorsement which you will be responsible for paying in the event of each and every claim.</i>
Europe	<i>'Europe' will include:</i> <ul style="list-style-type: none">• <i>EU member states;</i>• <i>Andorra, Faroe Islands, Monaco, Iceland, Lichtenstein, Norway, San Marino, Switzerland and The Vatican City</i>• <i>all Mediterranean Islands;</i>• <i>all countries with a Mediterranean shoreline;</i>• <i>the Canary Islands;</i>• <i>Madeira;</i> <i>and journeys between these countries.</i>
Home	<i>The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.</i>
Money	<ul style="list-style-type: none">• <i>current legal tender, cheques, postal and money orders</i>• <i>postage stamps not forming part of a stamp collection</i>• <i>savings stamps and savings certificates, travellers' cheques</i>• <i>premium bonds, luncheon vouchers and gift tokens</i> <i>all held for private or domestic purposes.</i>
Occupant	<i>A person or persons authorised by you to stay in the home overnight.</i>
Period of insurance	<i>The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.</i>
Personal possessions	<i>Motorised wheelchairs, Mobility scooters, Clothing, baggage, sports equipment and other similar items (such as , but not limited to MP3 players, mobile phones, hand held gamers, cameras, portable DVD players, laptops) normally carried about the person and all of which belong to you</i>
Personal possessions does NOT include:	<ul style="list-style-type: none">• money and credit cards• <i>pedal cycles.</i>
Policy	<i>The insurance document and your schedule including any endorsement(s).</i>
Premises	<i>The address which is named in the schedule.</i>

Definitions – Words with Special Meanings

Sanitary ware	<i>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</i>
Schedule	<i>The schedule is part of this insurance and contains details of you, the premises, the sums insured, the excess, any endorsement(s), the period of insurance and the sections of this insurance which apply.</i>
Standard construction	<i>Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.</i>
United Kingdom and	<i>The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, journeys between these countries.</i>
Unoccupied	<i>Your home is considered to be unoccupied whenever it is insufficiently furnished for normal living purposes or although furnished has not been lived in for a period of more than 30 consecutive days.</i>
Valuables	<ul style="list-style-type: none">• <i>jewellery</i>• <i>furs</i>• <i>precious metals including gold, silver, platinum and gold and plated articles</i>• <i>pictures and works of art.</i>
silver	
We / us / our	<i>Underwriters as named in your schedule.</i>
You / your / insured	<i>The person or persons named in the schedule, all members of their family, their civil partner or co-habiting partner and domestic employees who permanently live in the home.</i>
Your broker	<i>The insurance broker who placed this insurance on your behalf.</i>

General Conditions

The following conditions apply to all sections of this insurance. Additional conditions are shown in the sections to which they apply. If **you** fail to comply with any of these conditions this insurance may become invalid.

Each **home** included under this insurance is considered to be covered as if separately insured.

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if **you**
 - stop using the **home** as **your** permanent private residence
 - regularly leave the **home** unattended by day or night other than for **your** normal job of work, or
 - leave the **home** without an **occupant** for more than 30 consecutive days.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Data Protection Act 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

CANCELLATION

We may cancel this insurance or any part of it by giving 30 days' notice in writing, sent to the address stated in **your schedule**. **You** will be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**.

You may cancel this insurance by giving written notice to **your broker**. **You** may be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**

General Exclusions applicable to the Whole of this insurance

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

a) **Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for

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

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) **War Exclusion**

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

c) **Existing and Deliberate Damage**

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

d) **Indirect Loss or damage**

We will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this insurance.

General Exclusions applicable to the Whole of this insurance (continued)

e) **Electronic Data Exclusion Clause**

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. 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 date or change of date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

f) **Contracts (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.

g) **Biological and Chemical Contamination Clause**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
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) of any person(s) or organisation(s) involving:

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

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

General Exclusions applicable to the Whole of this insurance (continued)

h) **Loss in value**

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

i) **Wear and Tear**

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

Claims Conditions

Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **us** as soon as possible giving full details of what happened.
2. **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **you** must forward to **us** promptly notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without written permission from them.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

1. Defence of claims

We may

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

2. 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 effected.

This clause does not apply to fatal injury (section two-H).

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

Section one

Buildings – Standard Cover

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

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts and ornamental fountains and ponds
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools and ornamental fountains and ponds c) for loss or damage while the home is unoccupied
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) for loss or damage while the home is unoccupied
6. theft or attempted theft	a) for loss or damage while the home is unoccupied b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry

Buildings - Standard Cover (continued)

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the home is unoccupied
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts and ornamental fountains and ponds, unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first £1,000 of every claim f) for loss or damage caused by river or coastal erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) removing any part of the tree that is still below the ground d) restoring the site

Section one

Buildings - Standard Cover (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) for loss or damage while the home is unoccupied</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for</p>	
<p>C) • loss of rent due to you which you are unable to recover</p> <p>• additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one</p>	<p>any amount over 10% of the sum insured for the buildings damaged or destroyed</p>
<p>D) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the buildings • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>

Buildings - Standard Cover (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
E) Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one	a) more than £750 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than £750 in total
F) Anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	a) if the buildings are insured under any other insurance
G) The costs incurred to find the source of escape of: <ul style="list-style-type: none"> • Water, oil or gas from any domestic water or heating installation within the home including subsequent repairs to walls, floors and ceilings • Water from underground service pipes, cables, sewers and drains for which you are legally responsible outside the home but at the address shown on your schedule 	a) more than £2,500 in any period of insurance

Buildings - Accidental Damage Cover

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for damage while the home is lent, let or sublet f) for the cost of general maintenance g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost h) for damage arising from faulty design, specification, workmanship or materials i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to swimming pools, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Buildings - Conditions that Apply to this Section Only

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.
 2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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Your sum insured

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 2. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

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

Section two

Contents – Standard Cover

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

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	a) for property in the open
4. escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage while the home is unoccupied
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) for loss or damage while the home is unoccupied
6. theft or attempted theft	a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £1000 within detached domestic outbuildings and garages c) for loss or damage while the home is unoccupied
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises

Contents – Standard Cover (continued)

What is covered	What is not covered
<p>This section of the insurance also covers</p>	<p>We will not pay</p>
<p>A) Accidental damage to</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio and visual equipment • radios • home computers, and gaming consoles <p>all situated within the home</p>	<p>a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</p> <p>b) for damage to tapes, records, cassettes, discs or computer software</p> <p>c) for mechanical or electrical faults or breakdown</p>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p>	<p>a) for the cost of repairing, removing or replacing frames</p>
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>a) for contents outside the United Kingdom</p> <p>b) for money or credit cards</p> <p>c) any amount over 20% of the sum insured under section two for contents in a furniture store</p> <p>d) for contents removed for sale or exhibition</p> <p>e) for theft unless the loss or damage follows a violent and forcible entry</p>
<p>D) up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>

Contents – Standard Cover (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<p>a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from subsidence, heave or landslip</p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>e) for loss or damage while the home is unoccupied</p>
<p>G) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for as tenant only</p>	
<p>H) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person under sixteen years of age, at the time of death 	

Contents – Standard Cover (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over £250 in total in any period of insurance
J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	more than £750 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than £750 in total

Contents - Accidental Damage Cover

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

What is covered	What is not covered
<p>This extension covers accidental damage to the contents within the home</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for money, credit cards, documents or stamps g) for damage to contact, corneal or micro corneal lenses h) for damage while the home is lent, let or sub let i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost j) for damage arising out of faulty design, specification, workmanship or materials k) for damage from mechanical or electrical faults or breakdown l) for damage caused by dryness, dampness, extremes of temperature and exposure to light m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Contents - Conditions that Apply to this Section Only

How we deal with your claim

1. If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay for any article covered under section two.
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
- pedal cycles

where **we** will pay up to the value of the item at the time of loss or damage.

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

Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Section three

Accidents to Domestic Staff

This section applies only if the **contents** are insured under section two.

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

Limit of insurance

We will not pay more than **£5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

Part A

Part A of this section applies in the following way:

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

What is covered	What is not covered
<p>We will indemnify you</p> <p>i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>We will not indemnify you for any liability</p> <p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Legal Liability to the Public (continued)

Part A (continued)

What is not covered	
	<p>We will not indemnify you for any liability</p> <p>h) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horse drawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere • motorised mobility scooters ii) any power-operated lift (other than domestic stairlifts) iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs (Amendment) 1997 or any amending legislation <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • 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 premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p>

Legal Liability to the Public (continued)

Part B

What is covered	What is not covered
<p>We will pay for</p> <p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have indemnified you had the award been made against you rather than to you • there is no appeal pending • you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p>We will not indemnify you</p> <p>for any amount in excess of £100,000</p>

Part C

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

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than **£2,000,000** in all
- in respect of other liability covered under section four:- more than **£2,000,000** in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Valuables and personal possessions

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

What is covered	What is not covered
<p>This insurance covers</p> <p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) for damage caused by moth or vermin b) for damage from electrical or mechanical faults or breakdown c) any amount over £1,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule. j) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

Valuables and personal possessions (continued)

Conditions that apply to section five (**valuables and personal possessions**) only

How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
 2. If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.
-

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

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

Limit of insurance

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

Section six

Domestic freezer cover

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

What is covered	What is not covered
Section two of this insurance extends to cover the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	We will not pay <ul style="list-style-type: none">a) for loss or damage caused by any electricity or gas company cutting off or restricting your supplyb) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial actionc) the first 10% of each and every claimd) more than £250 for each and every claim

Limit of insurance

We will not pay more than the sum insured less the **excess** shown in the **schedule**.

Section seven

Pedal cycle cover

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

What is covered	What is not covered
Section two of this insurance extends to cover the following the cost of repairing or replacing your pedal cycles following: <ul style="list-style-type: none">• theft or attempted theft• accidental damage anywhere in the United Kingdom	We will not pay <ul style="list-style-type: none">a) for loss or damage to:<ul style="list-style-type: none">• tyres,• lamps,• accessories,unless the cycle is stolen or damaged at the same timeb) for damage from mechanical or electrical faults or breakdownc) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposesd) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the thefte) the first £50 of each and every claim

Limit of insurance

We will not pay more than the sum insured less the **excess** shown in the **schedule**.

Money and credit card cover PLEASE NOTE THIS COVER IS NO LONGER AVAILABLE

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

What is covered	What is not covered
<p>Section five of this insurance extends to cover the following</p> <ul style="list-style-type: none"> • theft or accidental loss of money • any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) <p>within the geographical limits shown in the schedule, provided that</p> <ul style="list-style-type: none"> • within 24 hours of your discovering any such loss or theft, you have notified the police (or when outside of the UK the local police, transit authority, hotel or airport security) and, in the case of credit card(s), the card issuing company; and • you have complied with all other conditions under which your credit card(s) were issued to you 	<p>We will not pay</p> <ul style="list-style-type: none"> a) to make up any shortages due to error or omission b) for loss of value c) the first £50 of every claim d) more than £500 for each and every claim