



Flex

Home Insurance Policy

Plum
Underwriting

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Flex

Home Insurance Policy

Your Policy

Your policy sets out clearly what is 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:

1. **Buildings**
2. **Contents**
3. Accidents to Domestic Staff
4. Legal Liability to the Public
5. **Valuables** and **personal possessions**
6. Domestic freezer cover
7. Pedal cycle cover
8. **Money** and **credit card** cover

Your Policy Documentation

Your schedule details which sections are covered and which **underwriter** is providing the 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.

Choice of Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, 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.

Cooling-off period

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

We will refund any premium **you** have paid, providing that **you** have not made a claim.

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 please follow the complaints procedure shown in **your schedule**.

Compensation

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** 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: www.fscs.org.uk.

Your Policy

Data Protection Act

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, claim handling and fraud prevention which may necessitate providing such information to other parties.

The Regulator

All **underwriters** providing cover under this **policy** are 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.

Subscribing Underwriters' Several Liability

The subscribing **underwriters'** obligations under the 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.

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 11.

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

Shall include death or disease.

Buildings

- the **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- permanently installed swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named in the **schedule**.

Contents

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

Contents includes:

- 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 £500 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 £2,500 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to £2,500 within the private dwelling
- pedal cycles up to £500 in total per claim
- contents in garages and outbuildings up to £1,000 in total per claim.

Contents does not include:

- motor vehicles (other than domestic gardening equipment or motorised 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
- land or water.

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.

Europe

Europe is defined as:

- EU member states;
- Andorra, Faroe Islands, Monaco, Iceland, Lichtenstein, Norway, San Marino, Switzerland and The Vatican City;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

Excess

The amount shown in **your schedule** or **endorsement** which **you** will be responsible for paying in the event of each and every claim.

Home

The private dwelling and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Definitions - Words with Special Meanings

Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens
- electronic cash pre payment cards

all held for private or domestic purposes.

Occupant

A person or persons authorised by **you** to stay in the **home** overnight.

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal possessions

Clothing, baggage, sports equipment, MP3 players, mobile phones, hand held gamers, cameras, portable DVD players, laptops and other personal property that is designed to be worn or normally carried about the person and all of which belong to **you**.

Personal possessions does not include:

- **money** and **credit cards**
- pedal cycles
- **valuables**.

Policy

This insurance document and **your schedule** including any **endorsement(s)**.

Premises

The address which is named in the **schedule**.

Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **schedule** is part of this insurance and contains details of **you**, **your** statement of fact, the **premises**, the **sums insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and the sections of this insurance which apply.

Sum(s) Insured

The amounts shown against each section, limit and/or item in **your schedule** and/or in this **policy**.

United Kingdom

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied

Your home is considered to be **unoccupied** whenever it is insufficiently furnished for normal living purposes or although furnished has been without an **occupant** for 30 consecutive days.

Valuables

- jewellery
- furs and guns
- precious metals including gold, silver, platinum and gold and silver plated articles
- pictures and works of art.

We/us/our/underwriters

Underwriters as named in **your schedule**.

You/your/insured

The person or persons named in the **schedule**, all members of their family, their civil partner or co-habiting partner and domestic employees who all permanently live in the **home**.

Your broker

The insurance broker who placed this insurance on **your** behalf.

General Conditions

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

If **you** fail to comply with any of the conditions this insurance may become invalid or affect the settlement of any claim under this **policy**.

1. Multiple Premises

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

2. Safeguarding your property

You must take all reasonable steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury.

3. Notifying us of a change

You must notify **your broker** as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance.

This includes but not limited to:

- If any information shown in **your schedule** is incorrect
- Change in use and/or occupancy of the **home** from that which **you** disclosed to **us** and to which **we** have agreed
- If the **sums insured** shown in **your schedule** are not adequate.

When **we** receive **your** notice of a change **we** reserve the right to alter the terms, conditions, and exclusions; to charge an additional premium or to cancel this **policy**.

4. Building Works

You must tell **your broker** before **you** start any conversions, extensions, or other structural work to the **buildings**.

You must contact **your broker** before **you** sign or agree to any JCT building contract.

5. Cancellation

Cancellation of **your policy** by **us** or **you**:

- (i) Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it by giving **you** 21 days notice by recorded delivery to the address stated in **your schedule**.

- (ii) Cancellation of **your policy** by **you**:

You may cancel this **policy** by giving written notice to **us**.

Premium refund following cancellation of **your policy**:

- (i) In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis unless **your schedule** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

- (ii) In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis unless **your schedule** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

General Conditions

6. Index Linking

The sums insured in **Section 1 - Buildings** and **Section 2 - Contents** will be indexed each month in line with the following:

Section 1 - Buildings: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section 2 - Contents: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.

For **your** protection, should the index fall below zero **we** will not reduce the **sum insured**.

7. Language

The language of this insurance contract and all communications relating to it will be in English.

8. Material Facts

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 to the best of **your** knowledge and belief that all the information **you** provide to **us** is accurate and that no material facts have been withheld.

A material fact is one which would influence **us** when deciding whether to offer insurance cover and/or vary the terms and conditions that should apply to that cover.

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** claim or may even invalidate this insurance.

9. Non Disclosure, Misrepresentation and Fraud

It is a condition of this insurance that **you** or anyone acting on **your** behalf must not:

- act fraudulently,
- deliberately falsely overstate, or
- misrepresent any facts or circumstances which might affect **our** decision to provide insurance or the terms of this insurance

If **you**, or any one acting on **your** behalf does not comply with this condition this insurance will become void and **we** will not pay a claim under this **policy**.

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time

- Share information about **you** with other organisations and public bodies including the Police
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to **us** details of the databases we access or contribute to.

If a claim is fraudulent in any respect this insurance will become invalid.

10. Premium Payment

We will not make any payment under this **policy** unless **you** have paid the premium.

11. 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 2-Contents, H).

General Conditions

12. Survey

We reserve the right to survey the **premises** during the **period of insurance**.

If **we** do wish to survey the **premises** **we** will contact **you** to arrange a mutually convenient date and time with **you**. The survey will be conducted by a qualified surveyor and **we** will insure **your home** in accordance with the terms described in **your schedule** from the start of this **period of insurance** until the date **we** tell **you** about the results of the survey.

Your broker will then write to **you** to confirm that the insurance will continue on those terms if the survey report is satisfactory, or to tell **you** if **we** require **you** to do anything else. **Your broker** will also tell **you** the timeframes within which **you** must carry out any additional requirements.

If **we** consider the report to be unsatisfactory, or if **you** do not agree to carry out any additional requirements, **we** have the right to immediately amend the terms of the insurance or to cancel the **policy**. If this is the case **your broker** will write to **you** giving **you** a minimum 7 days notice by recorded post to **your** correspondence address shown in the **schedule**

13. Sums Insured

Your sum insured for **buildings** must be the estimated cost of rebuilding if the **buildings** were destroyed.

The **sum insured** must also include **rebuilding expenses**.

Your sum insured for **contents** must be the cost to replace as new.

Your sum insured for **valuables** and **personal possessions** must reflect the current market value.

You must take reasonable steps to ensure that **your sum insured** is adequate at all times.

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.

1. 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.

2. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
2. 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.

3. Existing and Deliberate Damage

We will not pay for loss or damage

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

4. 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.

5. 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:

- (i) computer viruses, erasure or corruption of electronic data;
- (ii) 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.

6. 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.

General Exclusions Applicable to the Whole of this Insurance

7. Biological and Chemical Contamination Clause

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 therefrom
- b) any legal liability of whatsoever nature;
- c) 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;

- (i) terrorism; and/or
- (ii) 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:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) 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.

8. Loss of value

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

9. Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

10. Deception

We will not pay for loss, damage or liability caused by deception other than by any person using deception to gain entry to **your home** and/or loss or damage caused by **you** not receiving goods or services **you** have paid for through any internet website.

11. Misuse

We will not pay for loss or damage caused by misuse by **you** or any person legally in **your home**.

12. Faulty Materials, Defective Design or Workmanship

We will not pay for loss or damage caused by or arising out of faulty or defective materials, design, manufacture, specification or workmanship.

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 has 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 **our** written permission.

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. 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.

3. Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

Section 1 - Buildings - Standard Cover

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

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

What is covered

This insurance covers the **buildings** for physical loss or damage directly caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
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

What is not covered

We will not pay

- 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, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds
- c) for loss or damage while the **home** is **unoccupied**
- 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, hot tubs and ornamental fountains or ponds
- c) for loss or damage while the **home** is **unoccupied**
- a) for loss or damage while the **home** is **unoccupied**
- b) any amount over £50,000 for clean up costs following an escape of oil
- 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 damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.
- a) for loss or damage caused by **your** domestic pets
- a) for loss or damage while the **home** is **unoccupied**

Section 1 - Buildings - Standard Cover

What is covered

9. subsidence or heave of the site upon which the **buildings** stand, or landslip

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

11. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- 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 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
 - d) for loss or damage caused by river or coastal erosion
 - e) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
-
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
-
- 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) for removing any part of the tree that is still below the ground
 - d) for restoring the site

Section 1 - Buildings - Additional Cover

What is covered

A - Accidental Damage to Fixtures & Fittings

The cost of repairing accidental damage to

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**

B - Accidental Damage to Services

The cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally liable for

What is not covered

We will not pay

- a) for loss or damage while the **home** is **unoccupied**

- a) for loss or damage while the **home** is **unoccupied**

Section 1 - Buildings - Additional Cover

What is covered

C - Loss of Rent/Alternative Accommodation

Loss of rent **you** would have received but are unable to recover as a result of the **home** being made uninhabitable as a direct result of damage insured under this section.

The cost of alternative accommodation substantially the same as **your** existing accommodation, necessarily incurred by **you** if **your home** is made uninhabitable as a direct result of damage insured under this section.

D - Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for

- 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 following loss or damage to the **buildings** which is covered under this section.

E - Loss of Metered Water

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 this section.

F - Sale of Home

Anyone buying the **home** will have the benefit of this section until the sale is completed or the insurance ends, whichever is sooner.

G - Trace & Access

The costs incurred to find the source of escape of:

- 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**.

H - Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

What is not covered

We will not pay

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed
- b) any loss of rent payable after the property is reinstated and ready for habitation
- c) any costs incurred without **our** agreement to pay
- d) any costs recoverable elsewhere
- e) more than 12 months for this additional cover

- a) any expenses for preparing a claim or an estimate of loss or damage
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage

- 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
- b) for loss of metered water whilst **your home** is **unoccupied**.

- a) if the **buildings** are insured under any other insurance

- a) more than £2,500 in any **period of insurance**
- b) whilst **your home** is **unoccupied**.

- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total

- b) for loss of oil whilst **your home** is **unoccupied**.

Section 1 - Buildings - Accidental Damage

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

This extension covers accidental damage to the **buildings**

We will not pay

- 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 while the **home** is lent, let or sublet
- e) for the cost of general maintenance
- f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost
- g) for damage from mechanical or electrical faults or breakdown
- h) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- i) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks
- j) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- k) for damage caused by chewing, tearing, scratching or fouling by animals

Section 1 - Buildings - Conditions that Apply to this Section Only

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 the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 25% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown in **your schedule**.

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.

Limit of insurance

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

Section 2 - Contents - Standard Cover

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

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

What is covered

This insurance covers the **contents** for physical loss or damage directly caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
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

6. theft or attempted theft

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

10. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) for property in the open
- a) for loss or damage while the **home** is **unoccupied**

- a) for loss or damage while the **home** is **unoccupied**

- a) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.
- b) for loss or damage while the **home** is **unoccupied**

- a) for loss or damage caused by **your** domestic pets
- a) for loss or damage while the **home** is **unoccupied**

- 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 which compensation has been provided for or would have been but for the existence of this insurance would be covered under any contract or a guarantee or by law
- c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- d) for loss or damage by coastal or river erosion

- a) for loss or damage caused by trees being cut down or cut back within the **premises**

Section 2 - Contents - Additional Cover

What is covered

This section of the insurance also covers

A - Accidental Damage to Electronic Equipment

Accidental damage to:

- televisions, satellite decoders
- audio and visual equipment
- radios
- home computers, laptops and gaming consoles
- mobile phones

all situated within the **home**

B - Accidental Breakage of Fixtures & Fittings

Accidental breakage of:

- fixed glass and double glazing
- **sanitary ware**
- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for

C - Temporary Removal of Contents

The **contents**, if these are not already insured, under a separate insurance, are covered whilst they are temporarily removed from **your home** for up to a maximum of 120 days in any one **period of insurance** (other than for **contents** whilst studying at university, boarding school or college) against loss or damage directly caused by:

- (i) any of the events insured under numbers 1-10 in section two while the **contents** are:
 - in any occupied private dwelling
 - in any building where **you** are living or working
 - in any building for valuation, cleaning or repair
 - in any professional storage facility
 - in any bank or safe deposit
- (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 professional storage facility

D - Loss of Rent

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 this section.

What is not covered

We will not pay

- a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
 - b) for damage to tapes, records, cassettes, discs or computer software
 - c) for mechanical or electrical faults or breakdown
-
- a) for the cost of repairing, removing or replacing frames
-
- a) for **contents** outside the **United Kingdom**
 - b) for **money** or **credit cards**
 - c) any amount over 20% of the **sum insured** under section two for **contents**
 - d) **contents** removed for sale or exhibition
 - e) theft unless the loss or damage follows breakage or damage in the **home** in the course of entry
 - f) any amount over £2,500 for contents whilst studying at university, boarding school or college
 - g) more than 30 days in any professional storage facility
 - h) any single item over £2,500.
-
- a) any amount over 10% of the **sum insured** under section two for the **contents** of the **buildings** damaged or destroyed
 - b) more than 12 months for this additional cover
 - c) any loss of rent if **we** have already paid a claim under this section for alternative accommodation
 - d) any costs recoverable elsewhere
 - e) any costs incurred without **our** agreement to pay
 - f) any loss of rent payable after the property is reinstated and ready for habitation.

Section 2 - Contents - Additional Cover

What is covered

This section of the insurance also covers

E - Alternative Accommodation

The cost of alternative accommodation, substantially the same as **your** existing accommodation, necessarily incurred by **you** if **your home** is made uninhabitable as a direct result of damage insured under this section

F - Tenants Liability

Your legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under this section.

G - Accidental Damage to Underground Services

The cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally liable for as tenant only

H - Fatal Injury

Fatal injury to **you**, happening at the **premises**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury

I - Replacement Locks

Costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys

J - Loss of Metered Water

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

K - Loss of Oil

Loss of domestic oil from fixed fuel oil tanks

What is not covered

We will not pay

- any amount over 10% of the **sum insured** under section two for the **contents** of the **buildings** damaged or destroyed
 - any costs incurred without our agreement to pay
 - any costs recoverable elsewhere
 - more than 12 months for this additional cover.
 - any loss of rent payable after the property is reinstated and ready for habitation.
 - any alternative accommodation if **we** have already paid a claim under this section for loss or rent
-
- any amount over 10% of the **sum insured** under section two for the **contents** of the **buildings** damaged or destroyed
 - for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
 - for loss or damage arising from subsidence, heave or landslip
 - for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
 - for loss or damage while the **home** is **unoccupied**
-
- more than £10,000 for each **insured** person (or £5,000 for each **insured** person under sixteen years of age) at the time of death
 - fatal injury of any domestic employees
-
- any amount over £250 in any **period of insurance**
-
- 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
 - for loss of metered water whilst **your home** is **unoccupied**.
-
- more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total
 - for loss of oil whilst **your home** is **unoccupied**.

Section 2 - Contents - Accidental Damage

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

What is covered

This extension covers accidental damage to the **contents** within the **home**

What is not covered

We will not pay

- 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 let, let or sub let
- i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost
- j) for damage from mechanical or electrical faults or breakdown
- k) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Section 2 - 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

1. **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.
2. 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 **your schedule**.

Section 3 - Accidents to Domestic Staff

This section applies only if the **contents** are insured under Section 2.

What is covered

We will pay you

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**

What is not covered

We will not pay **you** for **bodily injury** arising directly or indirectly

- a) in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment)

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.

Section 4 - 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 this section of this insurance.

Part A - Legal Liability

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

We will pay **you**

i) as owner or occupier for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

What is not covered

We will not pay **you** for any liability

a) for **bodily injury** to

- **you**
- any other permanent member of the **home**
- any person who at the time of sustaining such injury is engaged in **your** service

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

c) arising out of any criminal or violent act to another person or property

d) for damage to property owned by or in the charge or control of

- **you**
- any other permanent member of the **home**
- any person engaged in **your** service

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**

f) arising directly or indirectly out of any profession, occupation, business or employment

g) which **you** have assumed under contract and which would not otherwise have attached

h) arising out of **your** ownership, possession or use of:

i) any motorised or horsedrawn vehicle other than:

- domestic gardening equipment used within the **premises**
- pedestrian controlled gardening equipment used elsewhere and
- 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 Amendment 1997, the dogs (Northern Ireland) order 1983, The Dangerous Dogs (Northern Ireland) Order 1991 or the Control of Dogs (Scotland) Act 2010 or any amending legislation

Section 4 - Legal Liability to the Public

What is covered

Part B - Unrecovered Damages

We will pay for

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:

- 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

Part C - Defective Premises Act

We will pay **you** for

any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**

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.

What is not covered

- i) if you are entitled to payment under any other insurance until such insurance is exhausted
- j) in respect of any kind of pollution and/or contamination other than:
 - 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** as soon as possible, but not later than 30 days from the end of the **period of insurance**; 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
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
- l) if **you** are entitled to payment under any other insurance until such insurance is exhausted.

We will not pay **you**

- a) for any amount in excess of £100,000

We will not pay **you**

- a) for any liability if **you** are entitled to indemnity under any other insurance
- b) for the cost of repairing any fault or alleged fault

Section 5 - Valuables & Personal Possessions

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

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

What is covered

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**

What is not covered

We will not pay

- a) for damage caused by moth or vermin
- b) for damage from electrical or mechanical faults or breakdown
- c) any amount over £2,500 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) any amount over £500 in total in respect of theft or disappearance of property from any unattended vehicle
- j) for any theft or disappearance of property from any unattended vehicle unless hidden out of sight or in the vehicle's locked glove compartment or boot, and damage is caused to enter the vehicle
- k) any amount over £2,500 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
- l) for damage caused by chewing, tearing, scratching or fouling by animals

Section 5 - Valuables & Personal Possessions - Conditions that Apply to this Section 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 £2,500 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

If the total value of unspecified or specified 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 or specified 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 insured** less the **excess** shown in the **schedule**.

Section 6 - Domestic Freezer Cover

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

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

What is 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

Limit of insurance

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

What is not covered

We will not pay

- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action

Section 7 - Pedal Cycle Cover

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

What is covered

Section two of this insurance extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- accidental damage

occurring anywhere in the **United Kingdom**

What is not covered

We will not pay

a) for loss or damage to:

- tyres
- lamps
- accessories

unless the cycle is stolen or damaged at the same time

b) for damage from mechanical or electrical faults or breakdown

c) 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 purposes

d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

Limit of insurance

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

Section 8 - Money & Credit Card Cover

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

What is covered

Section five of this insurance extends to cover the following:

- 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 cards**

within the geographical limits shown in the **schedule**, provided that

- within 24 hours of **you** 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 cards**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit cards** were issued to **you**

Limit of insurance

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

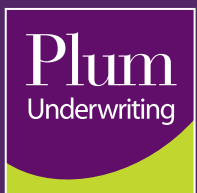
What is not covered

We will not pay

- a) to make up any shortages due to error or omission
- b) for loss of value

Notes

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