# ARKEL

## **Essentials Home Insurance Policy**









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#### WELCOME TO YOUR HOME INSURANCE

This **Policy** is a bedroom-rated Home and Contents Insurance **Policy** 

This **Policy** is a legal contract between **Us** and **You**. In return for the payment of **Your** Premium **We** will provide the insurance cover detailed in this **Policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** during the **period of cover**.

Your Schedule and any Endorsement(s) are all part of the Policy and are to be read as one document. Any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

Words with specific meanings are defined on Pages headed "Definitions" in this Policy Booklet.

We will insure You against legal liability, loss or damage under the Sections specified in the Schedule during any Period of Insurance set out in the Schedule, provided that the conditions under which this Policy has been issued are fulfilled.

This cover applies throughout England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands except when **We** state otherwise in the **Policy.** 

#### Your Cancellation Rights

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Us** within fourteen (14) days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after fourteen (14) days, **You** will be entitled to a pro-rata return of premium (providing there have been no claims made) and will include an additional charge to cover the administrative cost of providing the **Policy**. The details of any fees charged by **Your** insurance intermediary will be shown in a separate Initial Disclosure Document or Customer Terms of Business, issued by them.

To exercise Your right to cancel Your Policy, please contact Your insurance intermediary at the address shown on the documentation they have provided to You.

#### **IMPORTANT NOTES**

#### PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS ALL YOUR REQUIREMENTS.

If **You** have any query about **Your Policy** or the cover provided, please in the first instance contact the intermediary through whom **You** purchased this **Policy**. Alternatively contact **Our** Customer Services Team

Telephone 01608 647601 or email insurance@ceta.co.uk

#### PLEASE KEEP THIS POLICY IN A SAFE PLACE. YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

#### To Report a Claim

For all claims related queries please telephone Our Claims Managers Davies Claims on 0207 138 8497

#### **Policy Duration**

This **Policy** is an Annual Contract. The **Period of Insurance** is for up to twelve (12) months. **You** must pay the full annual premium, or any agreed instalment when **We** ask. If the premium for this **Policy** is paid by instalments and in the event **You** fail to pay one or more instalments, whether in full or in part, **We** may cancel the **Policy** by giving **You** or **Your** intermediary fourteen (14) days' notice in writing sent to **Your** last known address

#### Renewal

When **Your Policy** is due for renewal, and **You** have given **Us** or **Your** intermediary permission to collect premiums by Direct Debit or Credit Card **We** will renew it for **You** automatically. This saves **You** the worry of remembering to contact **Us** prior to the renewal date and provides continuity of cover for **Your** peace of mind. **We** will write to **You** or **Your** Insurance Intermediary before the **Policy** expires with full details of **Your** next year's premium and any changes to **Policy** conditions.

#### **Your Choice**

If You do not want to renew this Policy with Us, please let Us or Your intermediary know this before Your renewal date so We don't take payment. If You inform Us after the renewal date charges (at Our discretion) may apply. Please see General Conditions in Your Policy booklet for details.

Please make sure You have arranged adequate alternative insurance before allowing this Policy to expire.

#### Our Rights to withdraw renewal

Should We decide that We will not renew Your Policy, We will notify You and Your intermediary in writing at least fourteen (14) days before the next renewal date.

We shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to You at Your last known address

#### **Your Duties**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- supply accurate and complete answers to all the questions We or the Policy Administrator may ask as part of Your
  application for cover under the Policy;
- make sure that all information supplied as part of Your application for cover is true and correct;
- tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

All information **You** have provided **Us** as shown on **Your** most recent **Statement of Fact** document is relevant to the **Policy** cover. If any of the information shown on **Your** most recent **Statement of Fact** document is incorrect or has changed, **You** must tell **Us** without delay. If **We** are not advised of changes in circumstances, this may affect **Your** ability to claim under the **Policy**. When **You** tell **Us** of a change of details, **We** will reassess the premium and terms of **Your Policy**, **You** will be informed of any revised premium or terms in writing and **You** will be asked to agree before any permanent change to **Your** cover is made.

Changes We expect You to tell Us about include things such as:

- moving home
- if the Maximum Claim Limits become inadequate,
- You add a new extension to Your Home or undertake any structural alterations or demolition work.
- adding new valuables and items of jewellery that need to be specified on Your Policy
- a change of the persons living at the **Home**
- Unoccupancy of the property, (i.e. empty for more than sixty (60) days)
- You decide to let out Your property or stop living there yourself
- A change to the fire and or theft security protections at Your Home
- any criminal convictions (or cautions) of any of the persons included within the insurance.

We will not refund, or charge amounts less than £10.00. In some rare circumstances unfortunately, We may not be able to continue Your existing Policy following certain changes, but We will offer an alternative where possible.

Where this does happen, **We** will advise **You** and **Your** intermediary immediately in writing and the **Policy** will be cancelled in line with the provisions of General Conditions, giving **You** time to find alternative insurance.

#### What is Insured

These sections are each printed on a white background and give detailed information on the insurance cover that is provided and any limits that apply to that item.

#### What is Not Insured

These sections are all on a grey background to draw Your attention to What is Not Insured in the scope of Your Policy

#### THE POLICY

The **Insurers** have agreed to insure **You** under the terms, conditions and exclusions in, or endorsed on, this **Policy** during the **Period of insurance** for which **Your** premium has been accepted.

The usual **Period of Insurance** is twelve (12) months. The **Policy** is annually renewable by **You** and **Us**.

This Homeowners Bedroom rated **Policy** is arranged by Arkel Underwriting on behalf of Chaucer Insurance Company DAC, **Your Insurers** as named in **Your Schedule**.

The Registered Office for Chaucer Insurance Company DAC is 38 and 39 Baggot Street Lower, Dublin 2, D02 T938.

We will not make any payment under this Policy unless You have paid the premium.

You must tell **Us** about any change in circumstances which occurs before or during the **Period of Insurance** and which may affect this insurance. **We** may then amend the premium charged and the terms of this **Policy**.

If You do not tell Us, Your right to claim may be affected.

For and on behalf of the Insurers

Kris Lee

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**Chief Underwriting Officer** 

Signed for and on behalf of Arkel Underwriting

#### IMPORTANT TELEPHONE NUMBERS

#### 1. Alterations to or questions concerning your Policy cover:

To amend **Your** Policy or ask a question about the cover, please contact the insurance intermediary who arranged this **Policy** for **You.** 

#### 2 Claims Helpline

For Loss or Damage to your Property and Extension 2K. Accidents to Domestic Employees

Davies Claims PO Box 2801 Hanley Stoke on Trent ST4 9DN

**Telephone:** 0207 138 8497

**Email:** newclaims.Arkel@davies-group.com

We may record or monitor calls for training purposes or to improve the quality of Our service

When calling to report a claim, please have Your Policy number ready. See Your Policy Schedule

When You call Our Claims team, they will:

- take details of the loss or damage caused;
- allocate Your claim to a dedicated Claims Handler, who will then review the details of the claim and give assistance where required;
- instruct an approved local expert to contact **You** if necessary to discuss **Your** claim and arrange a convenient time, if required, to visit and inspect the damage

You must not dispose of any damaged items or conduct **permanent repairs** because **We** may need to inspect the damage which **We** will advise **You** without delay.

#### Please note

If **You** engage the services of anyone prior to contacting our **Claims Helpline** and incur any costs without **Our** prior written approval these costs will not be covered by this insurance.

#### What You should do in an Emergency

- Take any immediate steps to prevent further damage to the **Property** such as switching off mains services such as gas, electricity and water supply.
- To report a gas or carbon monoxide emergency, or if a pipeline is struck (even if no gas leak has occurred)
  call the National Gas Emergency Service 24 hours a day on 0800 111 999 (calls are recorded and may be
  monitored).
- If **You** experience a power cut, during times of severe weather in the UK, please visit the <u>Energy Networks Association</u> site for detailed advice or to check on **Your** network operator, go to <u>Energy Network Association Power Cuts Telephone Numbers</u> site.

#### Complaints

In the first instance contact Your insurance intermediary

#### **Policy Administration**

For enquiries about the administration of the **Buildings**, **Contents** or **Personal Belongings** sections of the **Policy** please contact the Customer Satisfaction Manager

Telephone 01608 647601

Email insurance@ceta.co.uk

Please read the Complaints Section on Page 32

We have defined below words or phrases used throughout this **Policy**. To avoid repeating these definitions please note that where these words or phrases appear in **bold** they have the precise meaning described below unless otherwise stated

#### **ACCIDENTAL DAMAGE**

Sudden and unexpected damage caused by external means. This does not include loss or damage caused by wear and tear or things that happen gradually.

#### **ACTIVITY SPORTS**

Skis (including sticks and bindings), snowboards, water skis, sub-aqua equipment, camping equipment, riding tack, windsurfers, surfboards and hand or wind propelled watercraft not exceeding twelve (12) feet in length and its associated equipment and equipment used for pot-holing and mountaineering.

#### REDROOM

A room used as or originally designed and built to be a **Bedroom** even if now used for another purpose.

#### **BUILDINGS**

The **Home** being built of materials as shown in **Your Schedule**, including fixtures and fittings, its **Garages**, car ports and domestic **Outbuildings**, permanent swimming pools, permanently fitted hot tubs, hard courts, paved terraces, patios, drives, paths, boundary and garden walls, gates and fences, solar panels, wind turbines, external lighting, permanently fitted laminated wood, vinyl or lino floor coverings, built in domestic appliances and meters all contained within the boundaries of the land of the **Home**.

**Buildings** extends to include any loss or damage resulting from improvements and building works to **Your Home**, including works (and involving the use or process of heat), where the estimated cost of the building works is less than £50,000 in total and the building period is less than six (6) months, provided **You** have advised **Us** of this work, comply with any terms imposed by **Us** and **You** send **Us** details of any contract **You** have signed which defines **Your** legal rights against the contractor. This does NOT include Employers Liability cover, or any loss, theft or damage to Contractors own tools and equipment or materials owned by or the legal responsibility of the Contractor.

#### **CLAIMS ADMINISTRATORS**

Davies Claims, the experts appointed to act on behalf of the Us / Underwriters / Insurers.

#### COLLECTIONS

A private **Collection** of rare, unique or novel items of personal interest such as stamps, medals, coins dolls, toy soldiers, guns and models as well as memorabilia.

#### **CONTENTS**

#### WHAT IS COVERED AS CONTENTS

- Household Goods, Valuables and Personal Belongings, up to the limits shown on Your Schedule including Money and Credit Cards owned by, or the legal responsibility of You or a member of Your Family when in Your Home.
- Tenant's fixtures and fittings for which You are responsible if You do not own the property
- 3. Visitors' Personal Effects when in **Your Home**, unless otherwise insured.
- Home Office Business Equipment used by You or Your Family for business or professional purposes when in Your Home, owned by, or the legal responsibility of You or a member of Your Family.
- 5. Fine Art, Antiques and Collectables, Collections up to the limits per item and in total as shown on Your Schedule
- 6. Valuables and Gadgets while in the Home
- 7. Jewellery and Watches as listed on Your Schedule
- 8. Pedal Cycles
- Domestic gardening machinery, mechanical toys that do not have to be licensed for road use and buggies, wheelchairs and golf trolleys within the **Premises**
- 10. Property in the open but within the **Premises**
- 11. Satellite Dishes radio and television aerials attached to the **Home**
- 12. Domestic fuel in fixed tanks and metered water
- 13. Mobile phones and tablets in the **Home** up to the item limit shown on **Your Schedule**
- Portable appliances, hot tubs and floor coverings that could reasonably be removed and re-used elsewhere

The **Maximum Claim Limits** applicable per item and in total are shown on **Your Policy Schedule** 

#### WHAT IS NOT COVERED AS CONTENTS

- Mechanically propelled or assisted vehicles of all types (other than; domestic gardening machinery, toys that do not have to be licensed for road use or buggies, wheelchairs and golf trolleys) and caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Removable swimming pool covers.
- Pets and livestock, or any other living creature
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the Home.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes and securities for Money.
- Property or Stock used for Business or Trade purposes (other than Home Office Business Equipment) used by You or Your Family when in Your Home.
- Fine Art and Antiques, jewellery and watches removed for sale, exhibition or display
- · Plants, trees or any growing matter.
- Contact or corneal lenses unless specified
- Lottery Tickets and other raffle tickets.
- Quad bikes, go-karts or off-road motorcycles whilst being driven, on public highways or if left **Unattended** and not secured while in the open within the **Premises**
- Watercraft (as defined under Activity Sports) not stored at Your Home

#### **COST OF REBUILDING**

The full cost of rebuilding the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees up to the **Maximum Buildings Claim Limit.** 

#### **CREDIT CARDS**

Credit, Cheque, Debit, Charge or Cash Cards held for personal or charitable purposes.

#### **DOMESTIC EMPLOYEE**

An employee **You** hire to perform work or services in **Your Home** or for **Your Family** and who is not hired to work for **You** in connection with **Your** business. **Domestic Employees** include housekeepers, cleaners, nannies, gardeners, butlers, maids and people employed personally by **You** to carry out general maintenance for **You** at **Your Home**.

#### **ENDORSEMENT**

A change or variation in the terms and/ or conditions of **Your** insurance **Policy**.

#### **EXCESS**

The first amount of each claim **You** have to pay. If **You** make a claim under more than one Section for loss or damage which happens at the same time and by the same cause, **We** will deduct only one **Excess**.

The Standard Policy Excess will not be applied on claims of more than £15,000 unless:

- The claim is for Loss or Damage caused by Subsidence, Heave or Landslip, Flood or Water Escape.
- You have elected to take a voluntary Excess, or We have applied a compulsory Excess of £500 or greater

Please note different Excesses apply to different types of claim. Please check Your Schedule for details.

#### **FAMILY**

You, Your domestic partner and other relations who permanently reside with You, including foster children who permanently reside with You.

#### **FINE ART, ANTIQUES and COLLECTABLES**

Works of Art, paintings, pictures, drawings, etchings, photographs, prints, manuscripts, tapestries, clocks, mechanical art, objets d'art, rugs, porcelain, glass sculptures, statues, **Collections** of stamps, coins and medals and articles of gold, silver and other precious metals. For clarity this does not include antique furniture, jewellery or firearms.

#### **GADGETS**

Personal and portable communication devices, including mobile phones, tablets, laptops, handheld computers and games consoles. **Gadgets** does not include **Gadgets** used for any business or trade purpose.

#### **GARAGE**

A structure originally built for storing a motor vehicle or motor vehicles even if now used for another purpose.

#### **HEAVE**

Upward movement of the ground beneath the Buildings as a result of the soil expanding.

#### **HIGH RISK PROPERTY**

Valuables, precious stones, telescopes, musical instruments and sporting guns.

The **Maximum Claim Limit** for **Valuables** in **Your Home** is as shown on **Your Schedule** except as otherwise agreed by **Endorsement** added to **Your Schedule**.

#### **HOME**

The house, bungalow or self-contained flat/maisonette /apartment together with its **Garages** and domestic **Outbuildings** at the address shown in the **Schedule**, used for **Your** private residential purposes.

#### **HOME OFFICE BUINESS EQUIPMENT**

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

#### **HOUSEHOLD GOODS**

The following property that is solely used for domestic purposes and business equipment, all belonging to **You** or **Your Family** or for which **You** or **Your Family** are legally responsible and while kept at **Your Home** or in a **Garage** or **Secure Outbuildings** including

- all Your household furniture and furnishings and Personal Effects
- children's battery powered ride-on vehicles, motorised or pedestrian controlled gardening equipment, electric wheelchairs, mobility scooters and golf buggies not registered for road use
- home improvements, alterations, fixtures and fittings and interior decorations for which You or Your Family are legally responsible as occupier and not as owner
- trailers and non-motorised horse boxes
- Activity Sports Equipment

#### **INSURED PERSON / YOU / YOUR**

The person(s) named in the **Schedule**, their domestic partner(s) and members of their **Family**(ies) including foster children permanently living with him/her/them.

#### LANDSLIP

Sudden downward movement of sloping ground or gradual creep of a slope over a period of time.

#### **MAXIMUM CLAIM LIMIT**

The most **We** will pay for any one claim under any section (or its extension) as shown in the **Schedule**.

- The Maximum Claim Limit for Section 1 Buildings is shown in Your Schedule.
- The Maximum Claim Limit for Section 2 Contents is shown in Your Schedule.
- The most We will pay for any one claim for Valuables from Your Home is shown in Your Schedule.

The limits shown in the **Schedule** for **Valuables and Personal Belongings** applies as part of (not in addition to) the **Maximum Claim Limit** for Section 2 - **Contents** shown in the **Schedule**.

If the limits shown in Your Schedule are insufficient, please contact Your insurance adviser or the Policy Administrators.

#### MONEY

Personal **Money** held for private purposes by **You** or **Your Family** including coin and bank notes used as legal tender, postage stamps (not in a **Collection**), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

#### **OUTBUILDINGS**

Unless We agree otherwise in writing, these are defined as sheds, greenhouses and other structures but do not include:

- Garages:
- · carports or other structures that are open on one or more sides
- detached structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses; aviaries or pigeon lofts
- · inflatable structures of any kind;
- mobile homes
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the Home, unless We agree otherwise in writing.

#### **PEDAL CYCLE**

Cycles, Tricycles, Tandems and Electrically Assisted Pedal Cycles, that are **not** legally required to pay Vehicle Excise Duty (road tax) for road use (see www.gov.uk/electric-bike-rules), owned and used by **You** and **Your Family** for personal, social domestic and pleasure use only.

#### PERIOD OF INSURANCE/ PERIOD OF COVER

The period of time for which the insurance is provided under this **Policy** as set out in the **Schedule**, and any further period for which the **Policy** is renewed.

#### PERSONAL BELONGINGS / PERSONAL EFFECTS

Clothing and personal items (including clothing, jewellery, watches, furs, binoculars, musical instruments, hearing aids, spectacles, photographic and amateur sports equipment), and other personal property which is designed to be worn or carried on or about the person.

#### **POLICY ADMINISTRATORS**

CETA Insurance Limited, CETA House, Cromwell Park, Banbury Road, Chipping Norton. OX7 5SR.

#### **PREMISES**

The boundary of the risk address shown in Your Schedule.

#### **POLICY**

The **Policy** incorporates this **Policy** booklet, the **Schedule**, terms, conditions and **Endorsement**s of **Your** insurance contract with **Us**.

#### **SECURE**

When We describe a Building as being Secure, We mean

- Outside or main exit doors are fitted with five-lever locks.
- Any accessible windows can be locked with keys.
- Up-and-over doors can be locked with keys that are removed when locked
- Double doors can be locked with keys, and mortise bolts are fitted at the top and bottom of one of the doors.
- You maintain the locks and bolts in full working order.
- You use the locks and bolts at night, when nobody is in the Home and when the Home is Unoccupied

#### **SCHEDULE**

The **Schedule** details which sections of the **Policy** are operative for **You** and the major **Sums Insured**, **Maximum Claims Limits** and other limits that apply to each of those sections. The **Schedule** also details the location(s) that are being insured by the **Policy** and the main **Excesses** that apply to a claim. The **Schedule** will also show if there are any additional **Endorsements** applying or if there are specific terms or conditions attaching to **Your Policy** cover.

#### **SPECIFIED ITEMS**

Specified Items are items that have been individually listed by You and identified to Us and are shown or listed in Your Schedule of cover.

#### STATEMENT OF FACTS/PROPOSAL FORM

This is a record of the statements that **You** made when applying for this insurance – in the case of the **Statement of Facts** it is a record of information **You** have entered into **Our** computer systems, websites, or have advised **Us** in the course of a telephone conversation or in another media.

You may have been asked to complete a proposal form, (online or paper format) which asks You certain specific questions to which You have provided answers. It is extremely important that You check this document most carefully to ensure that all the statements are correct to the best of Your knowledge.

Please note **You** should also tell **Us** about any other information that may affect the **Insurers**' decision to provide insurance or the premium and terms. Failure to do this may mean that **We** may refuse to pay a claim or **We** may treat this insurance as though it had never existed. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance adviser.

You must also tell **Us** about any change in circumstances which occurs before or during the **Period of Insurance** and which may affect this insurance. **We** may then amend the premium charged and the terms of this **Policy**.

#### **STORM**

Strong winds in excess of forty-seven (47) knots (fifty-four (54) mph) that may be accompanied by heavy rain, snow or sleet. Torrential rain in excess of twenty-five (25) mm per hour.

Snow settling to a depth of at least twelve (12) inches (thirty (30) cm) in a twenty-four (24)-hour period.

Hail causing glass breakage or denting of metal surfaces.

#### **SUBSIDENCE**

Downward movement of the ground beneath the **Buildings** (other than by the action of made up ground settling or by structures bedding down within ten (10) years of construction).

#### **TERRORISM**

For the purpose of the General **Policy** Exclusion (page 30) an act of **Terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

#### UNDERWRITERS / INSURERS / WE / US / OUR

Arkel Underwriting on behalf of Chaucer Insurance Company DAC

#### **UNATTENDED**

Shall mean at least one (1) person not in charge of keeping the property under observation and able to observe any attempt by any person to interfere with it with a reasonable prospect of preventing any unauthorised interference

#### **UNFURNISHED**

Without furniture and furnishings for living purposes. For example not having a bed, flooring, kitchen appliances and / or utensils to live there permanently.

#### **UNITED KINGDOM**

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

#### UNOCCUPIED

Furnished but has not been lived in by **You** or **Your Family**, or any other person with **Your** permission, for more than sixty (60) consecutive days, irrespective of when the unoccupancy began.

#### **VALUABLES**

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio-visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **You** or **Your Family.** 

The **Maximum Claim Limit** for **Valuables** in **Your Home** is as shown on **Your Schedule** except as otherwise agreed by **Endorsemen**t added to **Your Schedule**.

#### **VERMIN**

Rats, house or field mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

#### **VIRUS/ VIRUSES**

A corrupting instruction from an unauthorised source that introduces itself through a computer system or network, being a Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. The definition of **Virus** or similar mechanism includes but is not limited to trojan horses, worms and logic bombs.

#### **WATER TABLE**

The top level of underground water which has saturated the soil. The **Water Table** may rise or fall depending on the level of rain, sleet, snow, dew, etc that filters in from upper levels of soil (unsaturated soil).

WHAT IS INSURED	WHAT IS NOT INSURED
Loss of or damage to the <b>Buildings</b> by the following causes up to the <b>Maximum Claim Limit</b> shown on <b>Your Schedule</b>	<ul> <li>The Excess(es) shown in Your Schedule for each peril causes 1-11 listed as insured</li> <li>Wet or dry rot.</li> <li>Loss or damage due to any gradually operating cause.</li> </ul>
1. Fire, Smoke, Explosion, Lightning, Earthquake	<ul> <li>Any gradually operating cause.</li> <li>Loss or damage caused by scorching, melting or warping unless accompanied by flames.</li> </ul>
2. <b>Storm</b> or Flood	Loss or damage caused:     (a) by frost, <b>Subsidence</b> , <b>Heave</b> or <b>Landslip</b> ;     (b) to wooden fences, gates and hedges;     (c) by a weather event that does not meet the definition of <b>Storm</b> as set out in the meaning of words;     (d) to cellars and basements due to a rise in the <b>Water Table</b> ;     (e) by anything which happens gradually.
3. Subsidence or Heave of the site beneath the Buildings, or Landslip	<ul> <li>The Excess for Subsidence Heave or Landslip shown in Your Schedule.</li> <li>Damage to swimming pools, hot tubs, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause.</li> <li>Damage caused by: <ul> <li>(a) the normal settlement or bedding down of new structures;</li> <li>(b) the settlement or movement or made-up ground;</li> <li>(c) coastal or river erosion;</li> <li>(d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time and by the same cause.</li> <li>Damage which originated prior to inception of this Policy.</li> <li>Damage resulting from: <ul> <li>(i) demolition, construction, structural alteration or repair to the Buildings;</li> <li>(ii) ground works or excavation.</li> </ul> </li> <li>Any loss or damage where compensation is provided by contract or legislation.</li> <li>Damage caused by chemical reaction with any materials which form part of the Buildings.</li> <li>Damage within ten (10) years of construction caused by structures bedding down or made-up ground settling.</li> </ul>
Riot, Civil Commotion, Strikes, Labour Disturbances	<ul> <li>Loss or damage not reported to the Police within seven (7) days.</li> </ul>
5. Malicious Acts; Vandalism	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied.</li> <li>Loss or damage caused by You or Your Family or any person lawfully in Your Home.</li> </ul>

WILLIAM INCLINED	WILLIAM DE INCUED
WHAT IS INSURED	WHAT IS NOT INSURED
6. Escape of Water from or freezing of water in a fixed water or heating installation, pipes, tanks or plumbed in domestic appliance.	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied.</li> <li>Loss or damage caused by the failure or lack of appropriate sealant and/or grout in tiles, bath, WC's, shower basin and surrounds.</li> <li>Repairs to tanks, pipes or appliances.</li> <li>The Excess for Escape of Water as shown in Your Schedule.</li> </ul>
<ol> <li>The <b>Buildings</b> being hit by aircraft or aerial devices, or any article dropped from them; or by vehicles, or animals.</li> </ol>	Loss or damage caused by domestic pets or Vermin.
Theft or attempted theft.      Leakage of oil from any fixed heating installation.	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, except where there is forcible and violent entry or exit.</li> <li>Loss or damage caused by You or any person lawfully in Your Home.</li> <li>Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position.</li> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> </ul>
10. Damage caused by falling trees or branches including the reasonable cost (as assessed by <b>Us</b> ) of the removal of the tree or branch causing damage to the <b>Buildings</b> by its fall.	<ul> <li>Loss or damage caused by maintenance to trees.</li> <li>Loss or damage to gates and fences.</li> <li>Loss or damage to aerials, dishes and masts.</li> <li>The cost of removal of any part of the tree that remains below ground.</li> </ul>
<ol> <li>Falling television or radio aerials, aerial fittings, satellite dishes, solar panels or wind turbines and masts breaking or collapsing.</li> </ol>	<ul> <li>Loss or damage to the aerials, aerial fittings, satellite dishes or masts themselves.</li> </ul>

#### Extensions automatically included in Section 1

#### WHAT IS INSURED

#### A. Additional Fees and other Expenses

**We** will pay the reasonable costs necessarily incurred by **You** with **Our** written consent as a result of loss or damage by any of the Causes 1-11 of Section 1 **Buildings** of this **Policy** for:

- (a) Architects, surveyors, legal and other fees;
- (b) the cost of clearing the site and making the Buildings of Your Home safe;
- (c) the additional **Cost of Rebuilding** or repair of the damaged part of the **Buildings** solely to comply with any government or local authority requirements, unless **You** were given notice of the requirement before the loss or damage occurred.

#### WHAT IS NOT INSURED

- The Excess shown in Your Schedule
- Fees for preparing any claim;
- Costs for complying with any requirements You were notified of before the loss or damage.

#### **B.** Alternative Accommodation

If the **Home** is damaged and made unfit to live in as a result of loss or damage by any of the Causes 1-11 of Section 1 of this **Policy**, **We** will pay

- up to two (2) year's rent You are responsible for paying or would have received until the Home is again habitable.
- The reasonable extra accommodation costs based on a property of a similar size and standard of accommodation, incurred with **Our** written consent, for
  - (a) You, Your Family and
  - (b) Your domestic pets

Up to two (2) years, or until the **Home** is once again habitable.

- The Excess shown in Your Schedule.
- Costs incurred after the **Home** is fit to live in again or more than twenty-four (24) months from the date **You** were forced to move out of **Your Home**.

## Extensions included in Section 1 WHAT IS INSURED

#### C. Your Liability to the Public as Property Owner

We will pay up to the Maximum Claim Limit shown on Your Schedule for damages and claimants' costs and expenses which You become legally liable to pay for accidental:

- (a) death of, or **bodily injury** to or illness or disease of any person, or
- (b) Accidental Damage to material property.

In connection with any one claim or series of claims made against **You** arising out of any one event occurring during the **period of insurance** and incurred:

- (i) solely as owner (not as occupier) of the **Home** or the land belonging to the **Home**; or
- (ii) in connection with any previous private domestic residence which **You** owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that **You** had disposed of all legal title and interest at the time of such occurrence.

**We** will also pay the legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You**.

If You cancel, or do not renew, Section 1 Buildings of Your Policy following the sale or disposal of Your Home the cover provided by paragraph (ii) above for that Home will continue for seven (7) years after this section expires.

#### WHAT IS NOT INSURED

- Liability arising directly or indirectly from:
- a) any profession, business or employment;
- the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);
- any agreement unless **You** would have been liable had the agreement not been made;
- d) death, injury, illness or disease of any member of Your Family or a Domestic Employee.
- e) loss or damage to property owned, occupied or in the custody or control of You, Your Family or any Domestic Employee.
- Liability:
- a) arising more than seven (7) years after the expiry or cancellation of Section 1 of this **Policy**;
- if You are insured under a more recently effected or current Policy.
- Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.

#### D. Purchaser's Interest

If You have contracted to sell the **Buildings** and the purchaser has not insured the property before completion, the purchaser will have the contractual right to benefit of Section 1 **Buildings** of this **Policy** between Exchange of Contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.

#### E. Trace and Access

We will pay up to the amount shown in Your Schedule for the reasonable costs incurred with Our written consent in locating the source of any damage resulting from the escape of water from fixed domestic water services of heating installations including the cost of subsequent repairs to walls, floors or ceilings.

 Loss or damage to the tank, pipes, heating or water system.

#### F. Emergency Access

**We** will pay up to the amount shown in **Your Schedule** for damage to the **Buildings** caused by forced access by the fire, police or ambulance services as a result of an emergency involving **You**.

#### G. Door Locks

**We** will pay up to the amount shown in **Your Schedule** in respect of replacement locks for external doors to the Buildings if **Your** keys are stolen or lost.

• Thefts not reported to the Police.

#### Optional Accidental Damage cover You can choose to add to Section 1- Buildings

This cover section does not apply unless Your Schedule states that Accidental Damage is included

#### WHAT IS INSURED

#### WHAT IS NOT INSURED

#### **Accidental Damage to the Buildings**

- The Total Excess shown in Your Schedule for Accidental Damage.
- Damage whilst the Buildings or any part of them are lent, let, or sub-let, or are left Unoccupied or Unfurnished.
- Damage caused by:
  - faulty workmanship, defective design, or the use of defective materials;
  - (ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin;
  - (iii) chewing, scratching, fouling or tearing by domestic pets;
  - (iv) movement, settlement or shrinkage in any part of the **Buildings**;
  - (v) movement of the land belonging to the Buildings;
  - (vi) demolition or structural alteration or repair.
- Any destruction or damage otherwise shown as not insured under Section 1 Buildings of this Policy.
- Market depreciation, the cost of maintenance and redecoration.
- The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.
- altering, washing, cleaning, restoring, maintaining, dismantling or misusing the **Buildings**.
- Loss or damage caused to hot tubs whilst being installed or moved.

#### **Fixed Glass or Sanitary ware**

**We** will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights, solar panels, or fixed sanitary ware in the **Buildings**, and ceramic hobs fixed to and forming part of the **Home.** 

- The Excess shown in Your Schedule.
- Damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Damage to ceramic hobs in movable cookers.
- Damage to secondary double glazing whilst removed for any reason.
- Malicious damage caused by You, Your Family or any person lawfully in Your Home.

#### **Damage to Underground Pipes and Cables**

#### We will pay

- the cost of repair following Accidental Damage to cables, underground pipes or underground tanks servicing the Home and for which You are legally responsible.
- up to the amount as shown on Your Schedule for breaking into and repairing an underground pipe for which You are legally responsible and which services the Home where it is essential to clear a blockage.
- The Excess shown in Your Schedule.
- Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.
- Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

#### Loss of Domestic Oil/ Propane Gas

We will pay up to the amount shown in Your Schedule for the cost of oil lost from domestic heating installation following Accidental Damage to any part of the domestic heating installation.

- The Excess shown in Your Schedule.
- Loss otherwise shown as not insured under Section 1 of this Policy.
- Any Loss if the Buildings have been left Unoccupied or Unfurnished.

#### **Basis of Claims Settlement**

- (a) We will pay up to the Maximum Claim Limit for Buildings as shown in Your Schedule for the Cost of Rebuilding, repairing or replacing the damaged parts of the Buildings, inclusive of any amount which may become payable under Section 1 Buildings of this Policy, such as removal of debris, as long as the Buildings are regularly maintained and are in a good state of repair.
- (b) If the **Buildings** are not fully rebuilt or repaired, **We** will pay (at **Our** option) the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
- (c) If at the time of any loss or damage the **Maximum Claim Limit** is less than the **Cost of Rebuilding**, **We** will pay the cost of repair or replacement less a deduction for wear and tear (as determined by **Us**).

#### Pairs sets or suites

**We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched. **We** will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item which means **We** will pay **You** for damaged items but not for the other pieces of the set or suite which are not damaged.

#### Large Loss: Excess Waiver

The Excess shown on Your Policy Schedule will not apply in the event of an insured loss that is greater than £15,000. This cover does not apply to the standard Subsidence Flood or Escape of Water Excess, and/or any additional increased or underwritten imposed Excesses over £500 noted on Your Policy Schedule.

#### **Automatic Reinstatement**

**We** will not automatically reduce the **Maximum Claim Limit** by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out within a time period advised to **You** by **Us** when responding to **Your** claim notification.

#### **Guaranteed Rebuilding Costs**

We will pay, subject to the terms conditions and exclusions of Section 1 Buildings, such additional sums as are necessary to fully complete the reinstatement of the Buildings should the Maximum Claim Limit for building prove inadequate.

#### Provided that:

- 1. The rebuilding value used to calculate the premium at the inception of this insurance was based upon the tables provided by Us which are in turn based on professional valuations recommended by the Royal Institution of Chartered Surveyors (or an alternative professional body approved by Us) for the cost of fully reinstating the Buildings as described by You in Your application based on:
  - · post code location;
  - type of Home and construction materials used;
  - the date built;
  - number of Bedrooms, and
  - any other features advised to Us.
- 2. The **Maximum Claims Limit** used from this initial rebuilding valuation has been continually reviewed in accordance with changes in professional recommended rebuilding values.
- 3. Any alterations or additions which materially affect the reinstatement cost of the **Buildings** since inception of this insurance such as an extension or any building works have been notified to **Us** and the Rebuilding Value used adjusted accordingly.
- 4. In Our opinion it is possible to effect economic repair or reinstatement of the Buildings.

#### Maintenance

A well-maintained building should withstand all but the most severe weather conditions. It is important to remember that **You** are responsible for maintaining **Your Home** in a good state of repair. If the **Buildings** have not been maintained in a good state of repair, when assessing a claim, **We** will take into account the condition of **Your** property and **We** may refuse to pay the claim or **We** may reduce the amount of any payment **We** make for the claim.

We will not cover the costs of repairs or replacements, where the costs arise through You failing to maintain the Buildings properly.

#### **Repair Guarantee**

All repairs carried out by our approved contractors as a result of an insured claim under this section of your **Policy** are quaranteed for twelve (12) months.

#### When Buildings Cover starts for new mortgage borrowers

If **You** choose **Buildings** Insurance under Section 1, at the time of taking out a new mortgage with a UK lender, **Buildings** cover will be provided during the period between exchange of contracts (conclusion of missives in Scotland) or offer, whichever is later, and **Your** mortgage completion date, provided the **Buildings** are not otherwise insured. This cover is automatically provided at no extra charge. The terms and conditions of the cover provided during this period will be the same as those which apply after completion of **Your** mortgage.

## **SECTION 2: CONTENTS**

WHAT IS INSURED Loss of or damage to the Contents by the following causes up to the Maximum Claim Limit shown on You Schedule:	<ul> <li>WHAT IS NOT INSURED</li> <li>The Excess shown in Your Schedule for each peril cause 1-11 listed as insured.</li> <li>Wet or dry rot.</li> <li>Loss or damage due to any gradually operating cause.</li> </ul>
1. Fire, Smoke, Explosion, Lightning, Earthquake.	<ul> <li>The Excess shown in Your Schedule.</li> <li>Loss or damage caused by scorching, melting or warping unless accompanied by flames.</li> </ul>
2. <b>Storm</b> or Flood.	Loss or damage to property in the open.
3. Subsidence or Heave of the site beneath the Buildings, or Landslip.	<ul> <li>Loss or damage caused by: <ul> <li>(a) the normal settlement or bedding down of new structures;</li> <li>(b) the settlement or movement of made-up ground;</li> <li>(c) coastal or river erosion;</li> <li>(d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>Damage resulting from: <ul> <li>(i) demolition, construction, structural alteration or repair to the Buildings;</li> <li>(ii) ground works or excavation.</li> </ul> </li> <li>The Excess for Subsidence. Heave or Landslip as shown in Your Schedule.</li> </ul>
4. Riot, Civil Commotion, Strikes, and Labour Disturbances.	<ul> <li>Loss or damage not reported to the Police within seven (7) days.</li> <li>Loss or damage to food in freezers and/or refrigerators caused by failure of the electricity supply as a direct or indirect result of a deliberate act including strikes by the supply authority and/or their employees</li> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished</li> <li>Loss or damage caused by You or Your Family or any person lawfully in Your Home</li> </ul>
5. Malicious Acts, Vandalism.	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>Loss or damage caused by You or Your Family or any person lawfully in Your Home.</li> <li>Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files.</li> </ul>
Escape of Water from a fixed water or heating installation or plumbed in domestic appliance or water bed or fish tank.	<ul> <li>Damage to the installation or appliance from which the water escapes.</li> <li>Loss or damage caused by the failure or lack of appropriate sealant and/or grout in tiles, bath, WC's, shower basin and surrounds.</li> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>The Excess for Escape of Water as shown in Your Schedule.</li> </ul>

## **SECTION 2: CONTENTS**

W	HAT IS INSURED	WHAT IS NOT INSURED
devices, vel	eing hit by aircraft or aerial nicles, or any article dropped from or by animals.	Loss or damage caused by domestic animals.
8. Theft or atte	empted theft.	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied.</li> <li>Loss or damage caused by any person lawfully in Your Home.</li> <li>Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, unless involving entry to or exit from the home by forcible and violent means or entry by deception.</li> <li>Theft by deception unless deception is used solely as a means to enter the Home.</li> <li>Theft of Personal Money unless involving entry to or exit from the Home by forcible and violent means or entry by deception</li> <li>In respect of self-contained flats theft of property in any common parts of the building to which any other tenants have right of access, unless involving entry to or exit from the building by forcible and violent means.</li> <li>Loss or damage to Contents contained in Outbuildings or detached Garages, unless forcible and violent means are used to gain entry or exit.</li> <li>Any amount exceeding the limit shown in Your Schedule for Theft or attempted Theft of Contents from detached Outbuildings including Garages.</li> </ul>
9. Leakage of installation.	oil from any fixed heating	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied.</li> <li>Damage to the appliance from which the oil escapes.</li> <li>Loss or damage that has been occurring gradually over a period of time.</li> </ul>
10. Damage car	used by falling trees or branches.	<ul> <li>Loss or damage arising from felling, lopping or topping of trees.</li> <li>Loss or damage to gates and fences.</li> <li>Loss or damage to aerials, dishes and masts.</li> <li>The cost of removal of any part of the tree that remains below ground.</li> </ul>
satellite dish	ision or radio aerials, aerial fittings, nes, solar panels or wind turbines breaking or collapsing.	Loss or damage arising from erection, dismantling, repair or maintenance.

#### Extensions automatically included in Section 2: Contents

#### WHAT IS INSURED

#### A. Temporary Removal of Contents

We will pay for Contents lost or destroyed by any of the causes 1-11 of Section 2 of this Policy whilst temporarily removed from the Home but remaining in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands up to the amount shown in Your Schedule.

#### For Student Family Members

 in respect of Contents whilst a student member of Your Family lives in university halls of residence or in student accommodation.

#### For Mature Family Members

 in respect of Contents whilst a member of Your Family lives in a registered care home or in sheltered accommodation.

**Contents** will also be covered in any bank or safe deposit box.

#### **B.** Alternative Accommodation

If the **Home** is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of Section 2 of this **Policy**, **We** will pay:

- up to two (2) years rent You are responsible for paying as the occupier until the Home is again habitable;
- the reasonable extra accommodation costs, based on a property of a similar size and standard of accommodation, incurred with **Our** written consent, for:
  - a) You, Your Family, and
  - b) Your domestic pets,

#### until the **Home** is again habitable.

#### C. Deep Freezer Contents

We will pay up to the Maximum Claim Limit as shown on Your Schedule for food in a domestic deep freezer in the Home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

#### D. Tenants Liability

(applicable if the Buildings of Your Home are rented)

We will pay any amount which You become legally liable to pay as a tenant, and not as an owner of the Buildings, up to the Maximum Claim Limit as shown on Your Schedule for damage to the Buildings and Landlords fixtures and fittings by any of the causes 1-11 of Section 1 Buildings of this Policy.

#### E. Contents in the Garden

We will pay up to the Maximum Claim Limit as shown on Your Schedule loss or damage to by causes 1-11 of Section 2 for Contents in the open within the boundaries of Your Home including cost of professional garden design fees to return the garden to its pre-damage condition.

This includes gazebos, flowers, plants, shrubs or trees in pots or containers.

#### F. Door Locks

We will pay up to the Maximum Claim Limit as shown on Your Schedule in respect of replacement locks for external doors and alarms to the Buildings if Your keys are stolen or lost.

#### WHAT IS NOT INSURED

- The Excess shown in Your Schedule.
- A £250 Excess in respect of Contents whilst in university halls of residence, student accommodation or shared rooms.
- Loss or damage in a furniture depository.
- Loss or damage caused by storm or flood to property not in a building.
- Loss or damage by Theft unless involving forcible and or violent means, or deception is used to gain entry to:
  - a) a building, or
  - b) in the case of halls of residence or student accommodation, a locked room.

- The Excess shown in Your Schedule.
- Costs incurred after the **Home** is fit to live in again or more than twenty-four (24) months from the date **You** were forced to move out of **Your Home**.
- Contents You move to sell or exhibit,
- Contents kept in furniture storage units.

- The Excess shown in Your Schedule.
- Loss due to the deliberate act of the supply authority.
- Loss if the freezer is more than ten (10) years old at the date of the loss.
- The Excess shown in Your Schedule.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Malicious Damage, Theft or attempted Theft, caused by You, Your Family or any other person lawfully in Your Home

#### • The Excess shown in Your Schedule.

- Flowers, plants, shrubs, trees and any growing matter not in pots or containers.
- Loss or damage caused after Buildings have been left Unoccupied.
- Damage caused while erecting or dismantling temporary garden structures.
- · Contents in or on motor vehicles or motor cycles.
- Damage caused by weight of snow.
- Damage to plants as a result of failure of the heating system in the greenhouse.
- The Excess shown in Your Schedule.
- Thefts not reported to the Police.

#### **SECTION 2: CONTENTS**

#### **Extensions to Section 2 continued**

#### WHAT IS INSURED

#### G. Loss of Oil and Metered Water

We will pay up to the Maximum Claim Limit as shown on Your Schedule for:

- the cost of oil lost from a domestic heating installation following **Accidental Damage** to any part of the domestic heating installation;
- (ii) additional metered water charges incurred by You and resulting from any of the causes 1-11 of Section 2 of this Policy.

#### H. Reinstatement of Title Deeds

We will pay up to the Maximum Claim Limit as shown on Your Schedule in respect of the replacement of title deeds to Your Home if they are lost, destroyed or damaged by any of the causes 1-11 of Section 2 of this Policy while in Your Home or lodged with Your Solicitor, Bank or Building Society.

#### WHAT IS NOT INSURED

- The Excess shown in Your Schedule.
- Loss otherwise shown as not insured under Section 2 of this Policy.
- Loss if the Buildings have been left Unoccupied.

#### The Excess shown in Your Schedule.

 Loss or damage caused by: wear and tear, depreciation, insects, Vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.

#### I. Public and Personal Liability as Occupier

**We** will pay for damages and claimants' costs and expenses which **You** or any member of **Your Family** become legally liable to pay for accidental:

- death of, or bodily injury to or illness or disease of any person or
- b) Accidental Damage to material property,

up to the amount shown in **Your Schedule** in connection with any one claim or series of claims made against **You** or a member of **Your Family** arising out of any one event, occurring during the **Period of Insurance** and incurred:

- solely as occupiers, (but not owners) of the **Home** or the land belonging to the **Home**; or
- (ii) in a personal capacity, (not as occupier or owner of any building or land) occurring in England, Scotland, Wales, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.

**We** will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

- Death, Bodily Injury, illness, disease to any member of Your Family or Domestic Employee.
- Loss of or damage to property owned by, or in the custody or control of, You or any member of Your Family or any person permanently residing with You.
- Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.
- Liability arising directly or indirectly as a consequence of any criminal act by You or any member of Your Family.
- Any agreement unless You would have been liable had the agreement not been made.
- The ownership use or possession of any:
  - (i) lift, caravan, aircraft or watercraft including jet-skis (other than the hand propelled watercraft);
  - (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery);
  - (iii) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991;
  - (iv) firearms, other than properly licensed shotguns.
- Any profession, business or employment.
- Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom.

#### **SECTION 2: CONTENTS**

#### **Extensions to Section 2 continued**

#### WHAT IS INSURED

#### J. Reverse Liability

We will pay all sums up to the Maximum Claim Limit as shown on Your Schedule which You have been awarded in any Court in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three (3) months of the award provided that:

- (i) if the position of You and the responsible party had been reversed, You would have been entitled to indemnity under Extension K, subject to the Maximum Claim Limit under Extension K;
- (ii) the liability giving rise to the Court award occurs during the **Period of Insurance**;
- (iii) You agree to allow Us to enforce any rights or remedies which We will become entitled to upon making payment.

#### WHAT IS NOT INSURED

Any amount whilst any appeal is pending.

#### K. Accidents to Domestic Employees

The cover provided by this Extension K is subject to the General Conditions, Claims Conditions and Exclusions of this Insurance.

**We** will pay up to the amount shown in **Your Schedule** for damages and claimants' costs and expenses which **You** or a member of **Your** Family become legally liable to pay as compensation for accidental:

- a) death of or
- b) Bodily Injury to or
- illness or disease of any **Domestic Employee** in connection with:
  - i. any one claim, or
  - series of claims,

made against **You** or **Your Family** arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

**We** will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

- Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.
- Any agreement unless You would have been liable had the agreement not been made.
- Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom
- Liability arising from any business or profession
- Liability for death of, Bodily Injury to, or illness or disease of any member of Your Family
- Liability for which compulsory insurance or security is required by any road traffic legislation.

#### L. Fatal Accident

We will pay up to the amount as shown on Your Schedule if You or Your partner dies, either separately or together, as a result of an injury in the Home caused by fire or an assault by intruders, within ninety (90) days of the incident.

- If the person is over seventy-five (75) years of age.
- If the incident is not reported within fourteen (14) days of the death.

## M. Weddings, Birthdays and Other Religious Festivals

The Maximum Claims Limit Contents in the Home will be automatically increased as shown on Your Schedule

- during the month of any religious festival or celebration;
- for thirty (30) days before and after Your wedding day; and
- for seven(7) days after Your birthday;

to cover wedding, birthday or other gifts purchased for members of **Your Family**.

The Excess shown in Your Schedule.

#### N. Shopping in Transit

**We** will pay up to the amount shown in **Your Schedule** for loss or damage to food and domestic purchases whilst being transported by **You** from the shops to **Your Home**.

- The Excess shown in Your Schedule.
- Theft from unattended road vehicles, unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.

#### Optional Extensions of Cover You can add to Section 2 Contents

This cover does not apply unless the **Schedule** states that **Accidental Damage** is included

#### WHAT IS INSURED

## Accidental Damage to Contents when inside Your Home.

#### WHAT IS NOT INSURED

- The Excess shown in Your Schedule for Accidental Damage.
- (a) **Money**, **Credit Cards**, contact or corneal lenses, and food:
- (b) Loss or damage if the **Buildings** are lent, let or sub-let in whole or in part, or are left **Unoccupied** or **Unfurnished**;
- (c) Damage by scratching, denting, wear and tear, depreciation, insects, Vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning, restoration, repair or alteration;
- (d) Damage caused by domestic pets;
- (e) Damage caused by mechanical or electrical fault or breakdown or misuse;
- (f) Damage arising from depreciation or consequential loss;
- (g) Any loss, destruction or damage otherwise shown under Section 2 and any extension to Section 2 of this **Policy** as not insured.
- (h) Confiscation or detention by Customs, Police or other authorities.

#### **Breakage of Mirrors and Glass**

**We** will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.

- The Excess shown in Your Schedule for Accidental Damage
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Malicious damage caused by You, Your Family, or any person lawfully in Your Home.
- Damage to ceramic hobs fixed to and forming part of the Home.

#### **Audio and Audio Visual Equipment**

We will pay up to the Maximum Claim Limit as shown on Your Schedule in respect of:

#### Accidental Damage to:

- (i) Televisions;
- (ii) audio equipment;
- (iii) video recorders;
- (iv) CD / Blu ray players;
- (v) Satellite receivers Tivo Boxes and dishes;
- (vi) personal computer equipment;
- (vii) Games consoles;
- (viii)MP3 players, PDA's, tablets, ipads, **Gadgets** and similar personal mobile equipment;

which are owned by **You** or **Your Family**, or for which **You** are legally responsible whilst inside **Your Home**.

- The Excess shown in Your Schedule for Accidental Damage.
- Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.
- Damage to records, tapes, discs or computer software.
- Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.
- Damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Wear and tear and depreciation.
- Malicious damage by You, Your Family or any person lawfully in Your Home.
- Loss or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time.
- Damage caused by Computer Viruses.

#### **Household Removals**

Accidental Damage to Contents whilst in transit by professional removal contractors from the Home to Your new permanent Home within England, Scotland, Wales, Northern Ireland and the Isle of Man including temporary storage up to forty-eight (48) hours.

- The Excess shown in Your Schedule.
- Valuables and Money.
- Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.
- Any loss or damage not notified to the removal contractors within seven (7) days of the removal to Your new permanent Home.

#### **SECTION 2: CONTENTS**

#### **Basis of Claims Settlement**

- (a) We will pay up to the Maximum Claims Limit for Contents shown in Your Schedule for the full cost of replacing as new (or at Our option, We will replace as new) reinstating or repairing the lost or damaged Contents with a deduction for wear and tear (as determined by Us) made only in respect of clothing, household linen and Pedal Cycles, or paying You the cash equivalent.
- (b) The maximum amount We will pay in respect of any one loss for Valuables in the Home in total is as shown on Your Schedule.
- (c) The maximum amount We will pay for any Valuable item in the Home is as shown on Your Schedule.
- (d) The maximum amount that **We** will pay in respect of any one loss under Section 2 of this **Policy** is the **Maximum Claims Limit** for **Contents** as stated in **Your Schedule** for Section 2.
- (e) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear (as determined by **Us**) for clothing, household linen more than three (3) years old and **Pedal Cycles**, is greater than the **Maximum Claims Limit** for **Contents** shown in the **Schedule**, **We** will pay only that proportion of the loss which the **Maximum Claim Limit** bears to the true replacement cost.
- (f) We will not pay for the cost of replacing any undamaged items forming part of a set, suite or other articles of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (g) In the event of a claim under this **Policy, We** reserve the right to request a valuation dated within five (5) years prior to the date that you register the claim or proof of purchase to be produced before any payment can be considered.
- (h) In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation dated within five (5) years prior to the date that you register the claim (if not already provided) or proof of purchase, to be produced before any payment can be considered.
- (i) If **We** agree to replace the item as new, the new item will be as close as possible to, but not an improvement on the original item when it was new.

#### **Large Loss: Excess Waiver**

The **Excess** shown on **Your Policy Schedule** will not apply in the event of an Insured loss that is greater than £15,000. This cover does not apply to the **Subsidence**. Flood or Escape of Water **Excess**, and/or any additional increased or imposed **Excess** over £500 noted on **Your Policy Schedule**.

#### **Works of Art/Antiques**

In the event of partial loss or damage to an item of **Fine Art and Antiques**, **We** will pay the cost and expense of restoration together with any residual depreciation in value. For works of art, if **We** agree to make a cash settlement, the amount will be based on the market value of the item on the date the loss happened.

#### Collections of Stamps, medals or coins

We do not cover any loss or damage to **Collections** caused by fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes.

We do not cover any loss or damage to stamps and coins caused by them being handled or being worked on.

We do not cover the disappearance of an individual article that is insured as part of a **Collection**, unless it is mounted in a suitable album and the page is also lost.

We will only pay up to 75% of the Seaby Valuation in respect of any coins or medals that are lost, stolen or damaged.

#### Pairs. Sets and Suites

We will not pay the cost of replacing or repairing any undamaged items of Your Contents which form part of a pair, set, suite, group or collection of items of a common colour, function or design.

#### **Undamaged Carpets**

**We** will not pay for an undamaged carpet in adjoining rooms, if **You** claim just because the undamaged carpet matches the damaged carpet in colour, pattern or design.

#### **Gadgets**

For insured **Gadgets** where possible, **We** will repair your **Gadget**. If not, **We** will replace it with an item of the same make, model and memory size or an item with an equivalent specification.

#### **Cash Settlement**

If an insured item cannot be replaced, **We** will make a cash settlement and **Our** payment will be based on a qualified opinion of the insured item's value immediately before the loss or damage. **We** will only pay **You** what it would have cost **Us** to repair or replace the item with **Our** own preferred suppliers and as if the repair work had been carried out without delay.

#### **Repair Guarantee**

All repairs carried out by **Our** approved suppliers as a result of an insured claim under this section of **Your Policy** are guaranteed for ninety (90) days.

#### **Automatic Reinstatement**

The **Maximum Claim Limit** for **Contents** shown in the **Schedule** will not be reduced by the amount of any claim unless **We** give written notice to the contrary.

#### **SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME**

Part A and Part B cover is provided within the limits of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and anywhere else in the world for up to sixty (60) days in any one Period of Insurance.

Part A: Unspecified Articles, Personal Money, Credit Cards and Pedal Cycles.

#### WHAT IS INSURED

Accidental loss or damage to Unspecified Articles up to the Maximum Claims Limit(s) as shown in Your Schedule comprising:

 (i) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except sports equipment, guns and mobile telephones)

Up to the amount as shown on Your Schedule

(ii) Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes

Up to the amount as shown on Your Schedule

- (iii) Laptops, Notebooks and Tablets
- (iv) Mobile telephones, smart phones

Up to the amount as shown on Your Schedule

(v) Money and Credit Cards.

Loss of Personal Money belonging to You or Your Family

Up to the amount as shown on Your Schedule

Money is Personal Money held for private purposes by You or Your Family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including traveller's cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Your liability under the terms of the Personal Credit Cards including Cheque, Debit, Charge or Cash Cards, issued in the British Isles to You or Your Family,

Up to the amount as shown on Your Schedule.

#### WHAT IS NOT INSURED

- The Excess shown in Your Schedule.
- Any loss or damage to contact or corneal lenses.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Documents or securities.
- Household Goods, foodstuffs and domestic appliances.
- Property more specifically insured.
- Sports equipment whilst in use.
- Activity Sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering.
- Collections of stamps, coins and medals.
- · Televisions, audio and audio-visual equipment.
- Theft from Unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- Tools or instruments used or held for business or professional purposes.
- Loss or damage listed under exclusions to Section 3 on Page 25.
- The Excess shown in Your Schedule.
- Depreciation in the value of Money.
- Loss of Money caused by accounting errors or omissions.
- Loss of Money not reported to the Police within twentyfour (24) hours of discovery of loss.
- Loss of Money held for business or professional purposes.

#### **Unspecified Pedal Cycles**

Accidental loss or damage to or Theft of **Pedal Cycles** owned by **You** or **Your Family** up to the **Maximum Claims Limit(s)** as shown in **Your Schedule** 

- The Excess shown in the Schedule.
- Loss or damage while being used for track racing or business purposes.
- Theft while away from the **Home** unless in a locked building or securely locked to an immovable object.
- Loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time.

#### **SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME**

Part A and Part B cover is provided within the limits of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and anywhere else in the world for up to sixty (60) days in any one Period of Insurance.

#### Part B: Specified Personal Belongings

#### WHAT IS INSURED

Loss or damage to **Personal Belongings** and articles as specified on **Your Schedule** including **Pedal Cycles** as listed in **Your Schedule** which have been accepted by **Us** and where evidence of value has been submitted in writing.

#### WHAT IS NOT INSURED

- The Excess shown in the Schedule.
- Loss or damage listed under 'What is Not Insured' for unspecified Items Part A.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Sports equipment while in use.
- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- Loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time.

#### Basis of Claims Settlement: Personal Belongings Away from Home

- (a) We will pay up to the selected Sum Insured (subject to any Maximum Claims Limit) shown in Your Schedule for the cost of replacing as new (or at Our option We will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear (as determined by Us) made only in respect of clothing, sports equipment and Pedal Cycles.
- (b) In the event of loss or damage to any article forming part of a pair or set, **We** will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this **Policy, We** reserve the right to request a valuation dated within five (5) years prior to the date that you register the claim proof of purchase to be produced before any payment can be considered.
  - In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation dated within five (5) years prior to the date that you register the claim (if not already provided), or other such proof to be produced before any payment can be considered.
- (d) In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount We will pay for any one loss is £100 in respect of these items.
- (e) For insured Gadgets, where possible We will repair Your gadget. If not, We will replace it with an item of the same make, model and memory size or an item with an equivalent specification.

#### **Cash Settlement**

If an insured item cannot be replaced, **We** will make a cash settlement and **Our** payment will be based on a qualified opinion of the insured item's value immediately before the loss or damage. **We** will only pay **You** what it would have cost **Us** to repair or replace the item with **Our** own preferred suppliers and as if the repair work had been carried out without delay.

It is **Your** responsibility to prove any loss, so **We** recommend that **You** keep photographs, guarantee cards, instruction booklets and a full description of your valuable items, including serial and model numbers, to make it easier to identify them

You should also keep relevant proof of purchase and evidence of value, as We may ask You for these if You make a claim under this Policy.

#### **Precious Stones (Regular Maintenance of Settings)**

The setting of the stones in any individual item of jewellery exceeding the replacement value of £5,000 MUST be examined by a competent jeweller once every three (3) years at least, and any defect remedied as soon as reasonably practicable at **Your** expense. Please retain evidence of examination as this may be required to be produced in the event of a claim being made.

If You do not do this, such items of jewellery will not be insured for accidental loss of stones.

#### **Specified Items**

The value of items such as jewellery, watches, works of art, curios and collections often varies independently of inflation. **You** should make sure that these items are insured for the correct amount at all times. If **You** have specified any items, please refer to **Your Schedule** and any endorsement issued for details of how often these items should be revalued.

#### **Repair Guarantee**

All repairs carried out by **Our** approved suppliers as a result of an insured claim under this section of **Your Policy** are guaranteed for ninety (90) days.

#### Your Sum Insured for Personal Belongings

If the total value of the unspecified items at the time of the loss or damage is more than **Your Sum Insured** for such items, then the **Insurers** will only pay a proportion of the claim.

However, if **Personal Belongings** are lost or damaged away from the **Home**, the **Insurers** will not take account of the value of **Personal Belongings** in the **Home** at the time of such loss or damage.

#### **SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME**

#### What is Not Insured by Section 3 Personal Belongings Away from Home

- (a) Electrical, electronic or mechanical breakdown or derangement.
- (b) Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, Theft or attempted Theft.
- (c) Damage to watches and clocks caused by over winding.
- (d) Loss of or damage:
- by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, Vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
- (ii) to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **You** or a member of **Your Family**);
- (iii) arising from confiscation or detention by Customs or other officials;
- (iv) to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- (e) Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- (f) Theft of unattended **Pedal Cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- (g) Loss or damage:
- to any **Pedal Cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them;
- (ii) to tyres and accessories of any **Pedal Cycles** unless the **Pedal Cycle** is lost or damaged at the same time.

### **GENERAL POLICY CONDITIONS - Which apply to ALL Sections of this Policy**

#### 1 Your Duty to provide accurate information

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the proposal and / or declaration and to make sure that all information **You** supply is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate fully in the event of a claim.

#### **Duty of Care**

You must take action to prevent loss or damage to Your Property and ensure that Your Property is maintained in a good state of repair. All protections installed for the protection of the **Building** must be maintained and be in use when the **Building** is left unattended or **unoccupied** 

#### **Minimum Security Conditions**

If **You** live in certain areas, **We** may insist that **You** have higher security locks and, in some cases, an alarm system fitted to meet **Our** Minimum Security Requirements. To reduce **Your** premium, **You** may have told **Us** that **You** have fitted these locks or an approved alarm voluntarily.

We will print an Endorsement on Your Schedule showing the security measures You have told Us are fitted, when You must use them and the cover that is excluded if You do not use them.

If You fail to comply with these conditions, We may not pay Your claim or any payment could be reduced, in respect of loss or damage resulting from Theft or attempted Theft or Malicious Damage.

#### 1. Compliance with Conditions

These conditions apply to all sections of the **Policy** and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this **Policy**. Any person or entity seeking the benefit of this **Policy** shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

#### 2. Consumer Insurance (Disclosure and Representations) Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the proposal and / or declaration and to make sure that all information **You** supply is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

#### 3. Your Duty to Prevent Loss or Damage

You and any person seeking the benefit of this **Policy** must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.

#### 4. Your Personal Representatives

If **You** die, **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the **Policy**, provided they fulfil the terms of the **Policy**.

#### 5. Change in Circumstances

You must inform Us of any change in circumstances which increases the risk of loss, injury or damage. In particular You must notify Us of any change in the number of Bedrooms from that shown in Your Schedule and if You change Your address. We must also be advised if at any time the value of the Contents exceeds the Maximum Claim Limit shown in Your Schedule.

This is the condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

#### **GENERAL POLICY CONDITIONS - Which apply to ALL sections of this Policy**

#### 6. Cancellation

We may cancel this **Policy** by giving **You** fourteen (14) days' notice by letter at **Your** last known address. If **We** cancel the **Policy**, **We** will refund premium paid for the unexpired period of insurance. Notice given to **You** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this **Policy**.

#### 7. Cooling Off Period

If **You** decide not to proceed with this **Policy**, please return it within fourteen (14) days of receipt. Providing **You** have not made a claim and as long as no incidents have arisen that could result in a claim under the **Policy**, **We** will refund any premium **You** have paid.

#### 8. Fraudulent Claims

If You, or anyone acting for You, make a fraudulent claim under this insurance contract, We:

- a. Are not liable to pay the claim; and
- b. May recover from You any sums paid by Us to You in respect of the claim; and
- c. May by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.

#### If **We** exercise **Our** rights under clause 8. c) above:

- i. **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii. **We** need not return any of the premiums paid.

#### 9. Arbitration

Where **We** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law in force at that time. When this happens, **Legal Proceedings** cannot be started against **Us** until the arbitrator has reached a decision.

#### 10. Other Insurances

If at the time of any loss, damage or liability arising under the **Policy** there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.

#### 11. Notification of a Claim

When You become aware of a possible claim under this Policy, You must notify Us in writing as soon as possible. The Police must be advised as soon as practicable of any loss or damage arising from Theft, attempted Theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. When advising Us of such an occurrence please provide Us with the Crime Reference Number issued by the Police. You must provide Us with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on You or Your Family in connection with a possible claim must be sent to Us as soon as is practicable. You must not answer any correspondence or admit, deny or negotiate any claim without Our written consent.

These are the conditions of the insurance that **You** need to meet as your part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

#### 12. Our Rights After a Claim

We or Our representatives will be entitled to enter any building where loss of damage has occurred and deal with any salvage, but no property may be abandoned to Us. We may conduct, in Your name and on Your behalf, the defence or settlement of any legal action and take proceedings at Our own expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this Policy.

#### 13. Payment of Premium

Where payment of premium is not made, any cover provided by this **Policy** will be inoperative from the date such premium was due.

Where the premium is being paid by Direct Debit, the due date will be in accordance with the premium repayment schedule advised by the Insurance Premium Financier used.

Where the **Policy** is cancelled mid-term and a claim has occurred and been paid by **Us** during the period of insurance in which the **Policy** is to be cancelled, refund of premiums will be made at **Our** discretion.

#### 14. Payment of Claims

In the event of a claim being made under this **Policy** and the premium is being paid by direct debit instalments which are unpaid or overdue, **We** reserve the right to deduct from any settlement **We** make any outstanding premium payment due to **Us.** The maximum limit placed on any benefit or indemnity of any kind payable under this **Policy** shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this **Policy** and **Our** maximum liability shall not as a result be increased above the amount that would have been payable if **You** were the only person or entity that was entitled to contractual rights under the **Policy**.

#### 15. Person(s) Entitled to Seek Any Benefit

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this **Policy We** shall not be under any duty to inquire into or investigate the priority of any such persons or entities.

Any receipt by **Us** of a claim form or evidence from any such person or entity, shall be understood to be given on behalf of all such persons or entities that may be entitled to contractual rights under this **Policy**.

#### **GENERAL POLICY CONDITIONS - Which apply to ALL sections of this Policy**

#### 16. Law Applicable to the Policy

You and the Insurers are free to choose the Law applicable to this contract but in the absence of agreement to the contrary the Law of England and Wales will apply.

#### 17. Claim Free Years Discount

You will be entitled to a No Claims Discount (NCD), if no claims are made in any one **Period of Insurance.** The number of claim free years will be shown on **Your Schedule** and a discount advised by **Us** will be included in **Your** renewal premium

During any one Period of Insurance,

- making ONE (1) claim will cause the years' NCD entitlement to step back one (1) year reducing the discount offered at Your next renewal
- making TWO (2) claims will cause the years' NCD entitlement to be lost altogether

#### 18. Financial Services Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www. fscs.org.uk

#### 19. Arkel Data Protection Notice

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet Our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

#### Other people's details You provide to Us

Where You provide Us or Your agent or broker with details about other people, You must provide this notice to them.

#### Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of our full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details.

#### 19.1 Chaucer Insurance Data Protection Notice

#### Who We are

We are Chaucer Insurance Company DAC Your Insurer as named in Your Schedule. Our registered office is 38 & 39 Baggot Street Lower Dublin2 DO2 T938

**We** provide insurance services to businesses and individuals. The services are provided indirectly through managing general agents, brokers and intermediaries.

We use the words Personal Data to describe information about You, and from which You are identifiable.

For the purpose of the General Data Protection Regulation (EU) 2016/679 (the GDPR), **We** are a data controller. Please note that any information provided to **Us** will be processed by **Us**, **Our** underwriters and **Our** agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect Your rights in respect of the data We hold on You. We will act without unnecessary delay in dealing with Your data access requests.

In respect of the Personal Data **We** hold on **You**, **You** have the right to access, erasure, rectification, restriction, portability and objection.

#### **GENERAL POLICY CONDITIONS - Which apply to ALL sections of this Policy**

#### What Personal Information do We collect from You?

**You** may give **Us** Personal Data by corresponding with **Us** or through **Our** managing general agents, claims handling service providers, other intermediaries, brokers or agents, by phone, e-mail or otherwise.

We ask You to disclose only as much information as is necessary to provide Our products or services or to submit a question/suggestion/comment in relation to Our website.

#### What information about You do We obtain from others?

**We** obtain the information **You** provide through our managing general agents, claims handling service providers, brokers and/or intermediaries.

#### **Chaucer Insurance Full Privacy Notice**

Our full privacy notice explains in more detail the types of information **We** hold, how it is used, who **We** share it with and how long it is kept. It also informs **You** in more detail of the rights **You** have regarding **Your** Personal Data.

You can get this detail by viewing our notice online at: <a href="www.chaucergroup.com/privacy-cookie policy/">www.chaucergroup.com/privacy-cookie policy/</a> or if You are unable to access this website, details can be obtained by contacting The Data Protection Officer Chaucer Insurance Company, DAC, 38 & 39 Baggot Street Lower, Dublin DO2 T938, Ireland.

#### **Fair Processing Notice**

This Privacy Notice describes how Chaucer Insurance Company DAC (for the purpose of this notice "We", "Us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "You", "Your") when we are providing our insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by the **Insurer** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party Insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

**You** have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: <a href="mailto:ComplianceEnquiries@chaucergroup.com">ComplianceEnquiries@chaucergroup.com</a>

**We** are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the relevant Information Commissioner's Office.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: www.chaucergroup.com/privacy-cookie policy/.

#### 20. Proof of value and ownership

It is **Your** responsibility to prove any loss, so **We** recommend that **You** keep photographs, guarantee cards, instruction booklets and a full description of **Your** valuable items, including serial and model numbers, to make it easier to identify them.

You should also keep relevant proof of purchase and evidence of value, as We may ask You for these if You make a claim under this Policy.

#### **GENERAL POLICY EXCLUSIONS - Which Apply to ALL Sections of this Policy**

#### What is Not Insured by this Policy

- 1. Loss or destruction of, or damage to any property or any direct or indirect consequential loss, or any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
    - This exclusion does not apply to the Accidents to **Domestic Employees** Section 2 (K);
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; This exclusion does not apply to Accidents to **Domestic Employees** Section 2 (K).
  - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2. Any loss suffered by You or Your Family due to any person obtaining property by deception.
- Any loss or damage to the property resulting from Theft, attempted Theft or malicious acts by You or any member of Your Family.
- 4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
  - All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5. (a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of computer viruses
  - (b) Legal expenses or legal benefits or liability arising from (a) above

#### EXCEPT

Where the loss or damage would be deemed to be dealt with by the operation of insured causes 1 to 11 inclusive under Section 1 **Buildings** and Section 2 **Contents** of this **Policy**.

- 6. Loss, damage or destruction or any cost or expense of whatsoever nature or where so ever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
  - This exclusion does not apply to Accidents to Domestic Employees Section 2 (k)
- 7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **Vermin**, insects, moths, mould, fungus or any other gradually operating cause.
- 8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.
- 9. Infectious or Contagious Disease

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

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

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

#### 10. (a) Cyber

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

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

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

#### **CLAIMS PROCEDURES AND CONDITIONS**

The following conditions apply to all sections of this Policy.

If You need to make a claim under this Policy, You must do the following:

- 1. Check that the claim is covered by Your Policy. Each section of the Policy tells You what is covered and what is not covered. The 'Basis of Settlement' paragraph will tell You how the claim will be settled, provided that the Policy conditions are fulfilled. Please bear in mind that an Insurance Policy is NOT a contract that covers routine repair, maintenance or decoration of the Home. Please quote Your Policy Number in all correspondence.
- 2. Contact **Our** claims management service to provide full details of **Your** claim as soon as possible after the event and always within thirty (30) days. Write to:

For Loss or Damage to Your Property and for Extension 2K. Accidents to Domestic Employees		
Davies Claims		
PO Box 2801		
Hanley		
Stoke on Trent		
ST4 9DN		
Telephone	0207 138 8497	
Email	newclaims.Arkel@davies-group.com	

If the damage is serious or caused by riot, immediate telephone contact is essential as **We** may need to arrange inspection of **Your** property by a member of **Our** Claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay the fee.

We may well be able to settle Your claim from the information provided in Your claim form, but We may require further information, or ask You to provide documentation in support of Your claim.

#### Guidance Notes on how to make a claim

- 1. Check the **Schedule** to confirm that the applicable section of the **Policy** is operative
- If the loss or damage was caused by Theft, attempted Theft, loss of money, malicious damage, violent disorder, riots or civil commotion, immediately tell the Police and get a Crime Reference Number and tell Us within seven (7) days of the event.
- Take all steps that are necessary to reduce further loss, damage or injury.
- 4. At **Your** own expense, **We** may ask **You** to provide **Us** with all the information, evidence and help **We** need to investigate the claim. including written estimates, reports and of ownership and value, which may include original receipts, invoices, bank or credit card statements.
- 5. **You** may carry out any temporary repairs that are necessary to reduce any further loss or damage, but do not carry out any permanent repairs without first getting **Our** written permission.
- 6. You must not, under any circumstances, admit any liability or responsibility or negotiate or settle any part of any claim without first getting **Our** permission in writing.
- 7. You must not destroy or get rid of any damaged items without Our agreement, as We may need to inspect them.
- 8. Without delay tell **Us** and provide full details in writing if someone is holding **You** or **Your Family** responsible for damage to their property or for injury to them. **You** must send **Us** any letter of claim, claim form, writ, summons or other legal document as soon as possible. Do not answer these and do not admit liability.
- 9. **You** must co-operate with **Us** (and **Our** appointed representatives if this applies) in investigating and assessing any claim or circumstances which may lead to a claim. This may include checking the information **You** gave **Us** when **You** applied for this Insurance.

If You fail to meet any of the above conditions, We may refuse to pay the claim or pay only part of Your claim.

When **We** receive a claim, **We** may do the following:

- 1. Enter any buildings following loss or damage;
- 2. Carry out any work that is needed to reduce any further loss or damage and secure the site to prevent unauthorised entry, especially if the site may be a risk to health and safety;
- 3. Negotiate, defend or settle any claim made against You;
- 4. Prosecute or start court proceedings against any other person or business in **Your** name for **Our** benefit in respect of any claim **We** may have to pay;
- 5. Arrange the rebuilding work, repairs or replacements, and dispose of any damaged items appropriately. **We** have the right to choose which contractors to instruct to carry out the work.

Should **You** have any queries, please contact the insurance adviser who sold **You** this **Policy** who will, if necessary, refer to **Us** on **Your** behalf.

#### HOW TO MAKE AN ENQUIRY ABOUT YOUR POLICY

If **You** have an enquiry, question or concern regarding the way **Your Policy** was sold or the administration of **Your Policy** please contact your intermediary or

#### **CETA Customer Services**

22 CETA House Cromwell Park Banbury Road Chipping Norton OX7 5SR

Telephone: **01608 647601** Email: insurance@ceta.co.uk

Please quote Your Policy Number in all correspondence.

#### HOW TO MAKE A COMPLAINT ABOUT YOUR POLICY

We aim to provide a professional, first class service at all times. If however, Our service does not meet Your expectations, please contact:

#### **Complaints Regarding Your Policy**

Arkel Underwriting New London House 6 London Street London EC3R 7LP

Telephone: 0203 741 9527

Email: enquiries@arkelunderwriting.com

#### **Complaints Regarding Your Property Claim**

Customer Services Manager Davies Claims PO Box 2801 Hanley Stoke on Trent ST4 9DN

Telephone: 0344 856 2015

Email: customer.care@davies-group.com

Please quote **Your Policy** Number and/or claim reference number in all correspondence. **You** may also contact **Your** insurance intermediary who will be able to contact **Us** on **Your** behalf.

**We** will try to resolve **Your** complaint within three (3) working days. Where this is not possible, **You** will receive written confirmation that **Your** complaint has been received and the contact name of the person dealing with **Your** complaint.

**We** will aim to provide a full and final response within four (4) weeks of receiving **Your** complaint, where this is not possible, **We** will provide an update and an expected completion date, which must be within eight (8) weeks of receiving **Your** complaint.

#### If You Remain Unhappy

If **You** remain dissatisfied after **We** have considered **Your** complaint, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service.

Financial Ombudsman Service Exchange Tower London E14 9SR

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

Website: www.financial-ombudsman.org.uk

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

You have six (6) months from the date of Our final response to refer a complaint to the Financial Ombudsman Service. In all communications the **Policy**/certificate number appearing in the **Schedule** should be quoted.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

You can find out more information at: www.financial-ombudsman.org.uk.

#### **Dispute Resolution**

If **You** purchased this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process if free and conducted entirely online. **You** can access the ODR platform on <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>

#### **Financial Services Compensation Scheme**

**Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS). If they cannot fulfil their obligations, **You** may be entitled to compensation under the Scheme. For this type of Policy, the Scheme covers at least 90% of any claim with no upper limit. For further information see <a href="www.fscs.org">www.fscs.org</a>.

## ARKEL

Arkel Underwriting is a trading name of Arkel Limited which is registered in England under company number 11031900. Registered address: One Redcliff Street, Bristol, United Kingdom, BS1 6TP

Arkel Limited is authorised and regulated by the Financial Conduct Authority (FRN 916682).

Chaucer Insurance Company DAC is registered in Ireland (company registration no. 587682), with its registered office at 38 & 39 Baggot Street Lower, Dublin 2, D02 T938, and is regulated by the Central Bank of Ireland. Chaucer Insurance Company Designated Activity Company UK Branch is a branch of Chaucer Insurance Company Designated Activity Company registered in England and Wales (branch registration no. BR019729), with its registered branch address at 52 Lime Street, London EC3M 7AF. The branch is authorised by the Central Bank of Ireland, and subject to limited regulation by the Financial Conduct Authority

This information can be checked by visiting the FCA Register https://register.fca.org.uk/

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