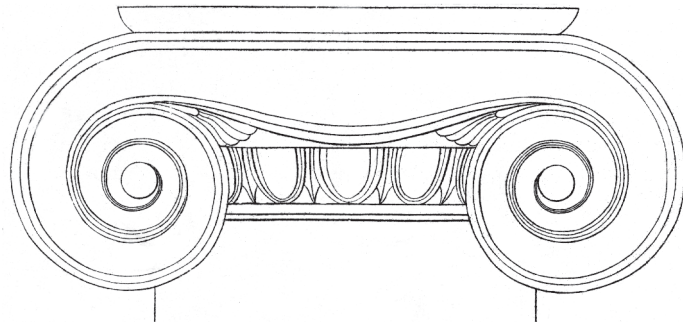




Special Risks

CAPITAL



Premier Home Insurance

Capital Premier Home Insurance

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

When drawing up this certificate, **we** have relied on the information and statements that **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

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

The written authority (which number is shown in the schedule) issued by the insurer(s) allows **Playle Russell (Special Risks) Ltd.** to sign and issue this certificate on their behalf.

Playle Russell (Special Risks) Ltd.

Cooling Off Period

You may cancel this insurance within 14 days of the day **you** purchase this insurance, or the day on which **you** receive the policy document, and receive a full refund of the premium paid. **We** reserve our rights not to refund any premium if **you** have made a claim on this policy.

Customer Services and Complaints

We are dedicated to providing **you** with a high quality service and **we** want to ensure that **we** maintain this at all times. If **you** feel **we** have not offered **you** a first class service please write and tell **us** and **we** will do **our** best to resolve the problem.

In the first instance please contact:

The Managing Director, Playle Russell (Special Risks) Ltd.
1 Portersbridge Mews, Portersbridge Street, Romsey, SO51
8DJ • 01794 830055 • 01794 830044 or the broker from
whom **you** bought **your** policy of insurance.

In the event **you** wish to pursue matters further **you** may do so by referring the matter to:

Policyholder & Market Assistance
Lloyd's,
One Lime Street,
London.
EC3M 7HA

Complaints that cannot be resolved by the above department may be referred to: The Financial Ombudsman Service, South Quay Plaza, 183 Marshwall, London, E14 9SR.

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet our obligations to **you** under this contract. If **you** are entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the scheme is available from the Financial Services Compensation Scheme
7th floor, Lloyd's Chambers,
Portsoken Street, London E1 8BN
and on their website www.fscs.org.uk)

How to make a Claim

Please contact Playle Russell (Special Risks) Ltd. or **your** broker either by telephone or in writing as soon as reasonably possible, giving full details of what has happened. They will:

- log **your** notification and acknowledge receipt
- determine the most appropriate response to **your** enquiry
- confirm that no uninsured expense will be incurred without **your** approval

NB it is important that you are familiar with your 'claims duties'. These are detailed below

In An Emergency:

Use the 24 hour helpline following an emergency in the home for which a tradesman's assistance is required. The helpline will source and deploy an approved tradesman to your home. You will be responsible for the tradesman's charges.

Claims Conditions applicable to the whole of this Insurance

Your duties

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

1. you must notify **us** as soon as reasonably possible giving full details of what has happened.
2. **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may reasonably require including proof of ownership and value.
3. **you** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without our written permission.

If **your** failure to comply with any of the above duties results directly or indirectly in a loss or damage occurring, **your** claim may not be paid.

Introduction

This certificate of insurance, **schedule**, and any **endorsement** applying to **your** certificate form **your** Capital Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- you understand **your own** duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
We / us / our	Certain Underwriters at Lloyd's, One Lime Street, London. EC3M 7HA.
Your broker	The Insurance broker who placed this insurance on your behalf.
Schedule	The schedule is the part of this insurance which contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Endorsement	A change in the terms and conditions of this insurance.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

Introduction

Buildings	<p>The home and its decorations</p> <ul style="list-style-type: none">• fixtures and fittings attached to the home (including radio and television aerials, satellite dishes, their fittings and masts)• underground service pipes and cables, sewers, drains and septic tanks• permanently installed lighting, swimming pools, tennis courts, driveways and footpaths, patios and terraces, walls, gates, fences, hedges and fixed fuel tanks <p>you own or for which you are legally responsible within the premises named in the schedule.</p>
Premises	<p>The address which is named in the schedule.</p>
Home	<p>The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.</p>
Contents	<p>Household goods and personal possessions, which belong to you or for which you are legally responsible, within the home.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• tenant's fixtures and fittings• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home <p>Contents with limits:</p> <ul style="list-style-type: none">• garden furniture, permanently fixed statues and ornaments and other similar articles, which are normally kept outdoors, and garden machinery, whilst in the open but within the premises, up to £5,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)• money up to £2,500 in total• credit cards, but we will only pay amounts you become legally liable to pay not exceeding £25,000 in total, as a result of unauthorised use, after they have been lost or stolen provided you comply with all the terms under which the credit cards were issued• deeds and registered bonds and other personal documents up to £7,500 in total• stamps or coins forming part of a collection up to £5000 in total• gold, silver, gold and silver plated articles, (other than jewellery) up to £5000 in total• jewellery and furs up to £5000 in total• domestic fuel in fixed tanks up to £2000 in total• pedal cycles up to £5000 in total• computer software (including the cost of reconstituting electronic data) up to £7500 in total during the period of insurance

Introduction

Contents does NOT include:

- motor vehicles (other than quad bikes, golf buggies or trailers up to £7,500 in total whilst in a locked building, electric wheelchairs or items designed for a child's use), caravans or their accessories
- any animal, plant or tree
- watercraft (other than dinghies, rowing boats, sailboards or windsurfers up to a value of £7,500 in total whilst in a locked building)
- any part of the **buildings**
- any property held or used for business purposes other than office equipment
- any property insured under any other insurance.

Bodily injury

Bodily injury includes death or disease.

Sanitary ware

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

Garden

The ground adjoining **your home** and within the **premises** named in the **schedule** which is used solely

- for growing flowers, plants, trees, shrubs, fruit and vegetables in a private capacity
- as a place of recreation

*The **garden** does not include*

- fields
- woods
- paddocks

Gold and silver

Includes gold and silver plated items.

Valuables

- jewellery
- furs

Antiques and works of art

Antiques and works of art includes but is not limited to furniture, paintings, drawings, china, glass, porcelain and all other collectable property which belongs to **you** or for which **you** are legally responsible provided it is not business property.

Money

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

all held for private or domestic purpose.

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

United Kingdom

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

Computer Viruses

A corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

General conditions applicable to this insurance

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if **you**
 - stop using the **home** as **your** permanent private residence,
 - or
 - regularly leave the **home** unattended by day or by night.

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

1. **You** must tell **your broker** before **you** start any conversions, extensions or other structural **work** to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
2. **You** must keep the sums insured at a level which represents the full value of the property.

Full value should represent:

- For **buildings** – the full rebuilding cost including removal of debris and professional fees.
- For **contents** – the current cost as new.
- For **antiques and works of art, valuables, gold and silver** – the current market value.

If **your** failure to comply with any of the above duties results in loss or damage occurring either directly or indirectly, your claim may not be paid.

Cancellation clause

- 1 **We** can cancel this insurance by giving **you** 30 (thirty) days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
- 2 **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

General conditions applicable to this insurance

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from the act.

Index-linking clause

The sums insured in Section One (**buildings**) and Section Two (**contents**) will be indexed each month in line with the following:

Section One (buildings): The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.

Section Two (contents): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

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

General exclusions applicable to the whole of this insurance

a. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

- 1 loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- 2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b. War Exclusion

We will not pay for

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

c. Date change clause

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment that fails to recognise correctly a change of date.

d. Computer failure clause

We will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.

e. Electronic Data Exclusion Clause

We will not pay for

- 1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - **Computer viruses**
 - The erasure and corruption of electronic data, other than as a direct result of an event which also gives rise to a valid claim elsewhere under section two.

General exclusions applicable to the whole of this insurance

f. Nuclear, Biological and Chemical Contamination Exclusion

We will not pay for

- 1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- 2 Any legal liability of whatsoever nature
3. Death or injury to any person directly or indirectly caused by or contributed to by or arising from Nuclear, biological or chemical contamination due to or arising from
 - Terrorism; and/or
 - Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

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

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

How we deal with your claim

1. Defence of claims

We may

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

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Section Two-H).

3. Fraudulent claims

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

4. Policy Excesses

We will not pay the first £50 of each claim or the amount shown in the **schedule**, whichever is the higher, other than under section one (**buildings**) in respect of subsidence, landslip or heave, when **we** will not pay the first £1,000 of each claim.

Section One – Buildings

What is covered

This insurance covers the buildings for physical loss or physical damage

What is not covered

We will not pay

- a. for loss or damage directly or indirectly caused by or arising from:
 - i any demolition, alteration, extension, repair, cleaning, maintenance or any other similar process to the **buildings**
 - ii warping, shrinking or normal settlement or collapse
 - iii moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or any other gradually operating cause
 - iv misuse or faulty design, specification, workmanship or materials
 - v dryness, dampness, extremes of temperature or exposure to light
 - vi chewing, scratching, tearing or fouling by pets
 - vii pollution and/or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises**
- b. for the cost of general maintenance, electrical or mechanical faults or breakdown
- c. for loss or damage caused by storm, flood or weight of snow to gates, fences and hedges
- d. for damage caused by frost other than to fixed water tanks, apparatus or pipes
- e. for loss or damage whilst the **buildings** are not furnished enough to be normally lived in unless such loss or damage is caused by:
 - i fire, lightning, explosion or earthquake
 - ii aircraft and other flying devices or items dropped from them
 - iii storm, flood or weight of snow
 - iv collision by any vehicle or animal
 - v subsidence or heave of the site upon which the **buildings** stand or landslip

Section One – Buildings

What is covered – continued

This insurance covers the buildings for physical loss or physical damage

What is not covered – continued

We will not pay

- f. for loss or damage caused by subsidence or heave of the site upon which the **buildings** stand or landslip:
 - I to domestic fixed fuel tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and hedges unless the private dwelling is also affected at the same time by the same event
 - ii to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event
 - iii where compensation has been provided for or would have been, but for the existence of this insurance, under any contract or guarantee or by law
 - iv as a consequence of coastal erosion

Section One – Buildings

What is covered

This section of the insurance also covers

- A
- loss of rent due to **you** which **you** are unable to recover
 - additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for while the **buildings** cannot be lived in following loss or damage that is covered under Section One

- B
- costs **you** have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation

- C
- increased metered water charges **you** have to pay following an escape of water, which gives rise to an admitted claim under Section One

- D
- costs **you** have to pay to restore **your garden** following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by malicious persons or the Emergency Services

- E
- anyone buying **your home** who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is the sooner

- F
- expenses **you** have to pay and which **we** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
 - the cost of removing debris and making safe the building
 - costs **you** have to pay in order to comply with any Government or local authority requirements following loss or damage to the **buildings** which is covered under Section One

What is not covered

We will not pay

- a. loss of rent for a period of more than eighteen months
- b. additional costs of alternative accommodation for a period of more than eighteen months

more than £10,000 in total during the **period of insurance**

more than £10,000 during the **period of insurance**. If **you** claim for such loss under Sections One and Two **we** will not pay more than £10,000 in total during the **period of insurance**

- a. more than £500 for any plant, tree or shrub
- b. more than £5,000 or up to 5% of the **buildings** sum insured, whichever is the greater, in total during the **period of insurance**

if the **buildings** are insured under any other insurance

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

Section One – Buildings

Conditions that apply to Section One (buildings) only

Settling claims

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

1. If **your** claim for loss or damage is covered under Section One, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.
2. In the event the **buildings** of **your home** are damaged beyond economical repair, and permission to rebuild is refused by **your** local authority, **we** will agree to pay up to 125% of the rebuilding cost of **your home** to help **you** purchase a similar property in the same area, subject to the sum insured shown in **your schedule** corresponding to a professional valuation (to be provided by **you**) which is less than five years old
3. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

4. **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule** other than in accordance with 2 above.

Section Two – Contents

What is covered

*This insurance covers the contents for physical loss or physical damage during the **period of insurance***

What is not covered

We will not pay

- a. for loss or damage directly or indirectly caused by or arising from:
 - i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
 - ii. misuse or faulty design, specification, workmanship or materials
 - iii. dryness, dampness, extremes of temperature or exposure to light
 - iv. chewing, scratching, tearing or fouling by pets
 - v. dyeing, cleaning, repair, renovation, restoration or being worked upon
 - vi. pollution and/or contamination of any kind other than as a result of escape of water from a fixed domestic heating installation at the **premises**
- b. for the cost of general maintenance, mechanical or electrical faults or breakdown
- c. for loss or damage in excess of £2,500 to property in the open caused by storm, flood or weight of snow
- d. for loss or damage to contact, corneal or micro corneal lenses
- e. for breakage of strings, reeds or drumheads forming part of musical instruments
- f. for loss or damage caused by subsidence or heave of the site upon which the **buildings** stand or landslip:
 - i. following loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - ii. where compensation has been provided for, or would have been, but for the existence of this insurance, under any contract or guarantee or by law
 - iii. while the **buildings** are undergoing any demolition, alteration, extension or repairs
- g. for breakage of sports equipment while being used, other than guns, saddlery and golf equipment

Section Two – Contents

What is covered

This section of the insurance also covers

A the contents, provided these are not already insured, against physical loss or physical damage whilst they are temporarily away from the **home**

B accidental breakage of

- fixed glass and double glazing
- **sanitary ware**

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

C rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage that is covered under Section Two

D costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage that is covered under section two

E **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage that is covered under Section Two

F birthday, Christmas, wedding and wedding anniversary presents bought by **you** but not yet given and wedding presents bought for **you** and kept temporarily in the **home**

What is not covered

We will not pay

- a. for loss or damage or any proportion of loss or damage which **we** specifically exclude elsewhere under Section Two
- b. for loss of, or damage to, any item during transit, which is not suitably packed and secured

rent for a period of more than eighteen months

additional costs of alternative accommodation for a period of more than eighteen months. If **you** claim for additional costs of alternative accommodation under Sections One and Two **we** will not pay for additional costs of alternative accommodation for a period of more than twenty four months in total

- a. any amount over 10% of the sum insured under Section Two for the contents of the **buildings** damaged or destroyed
- b. for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures and fittings
- c. for loss or damage arising from subsidence, heave or landslip

- a. for loss or damage or any proportion of loss or damage which **we** specifically exclude elsewhere under Section Two
- b. more than £10,000 in total during the **period of insurance**

Section Two – Contents

What is covered

This section of the insurance also covers

- G new items you have purchased but about which you have not yet informed us

- H fatal injury to **you** caused by fire at the **premises** or assault elsewhere within the **United Kingdom** provided that death ensues within twelve months of such injury, for the following amounts:

- £20,000 for each insured person over sixteen years of age
- £5,000 for each insured person under sixteen years of age at the time of death

- I costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in the **home** following theft or loss of keys

- J increased metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under Section Two

- K Personal property of guests up to £5,000 per person and personal property of non-residential domestic staff up to £2,500 per person, £750 any one item

What is not covered

We will not pay

- a. for loss or damage or any proportion of loss or damage which **we** specifically exclude elsewhere under Section Two
- b. more than £40,000 any one loss or 10% of the **contents** sum insured whichever is the greater
- c. after 45 days of purchase if **you** have not informed **us** about such purchase(s)

more than £10,000 during the **period of insurance**. If **you** claim for loss under Sections One and Two **we** will not pay more than £10,000 in total during the **period of insurance**

- a. for losses occurring away from the **premises**
- b. for loss or damage or any proportion of loss or damage which **we** specifically exclude elsewhere under Section Two

Section Two – Contents

Conditions that apply to Section Two (contents) only

Settling claims

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

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under Section Two.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes which are more than two years old where **we** will take off an amount for wear and tear and depreciation.

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

Condition 3 only applies if mentioned on **your schedule**

3. **We** will not pay any claim for loss of or damage to **your contents** (whether as a result of theft or otherwise) unless **you** have done all that **you** reasonably can to safeguard **your contents** and ensure that the intruder alarm:
 - a. is put into full and effective operation whenever **you** leave the **premises** unattended; and
 - b. is kept in good working order through the **period of insurance** under a maintenance contract with the installing company.

Your sum insured

4. **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.

Limit of insurance

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

Section Three – Accidents to domestic staff

This Section applies only if the contents are insured under Section Two.

What is covered

We will indemnify you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

What is not covered

We will not indemnify you

for **bodily injury** arising directly or indirectly

- a. from any motorised or horse drawn vehicle other than:
 - domestic garden equipment used within the **premises**, and
 - pedestrian controlled garden equipment, electric wheelchairs or items designed for a child's use whilst elsewhere
- b. from any communicable disease or condition
- c. in Canada or the United States of America after the total period of stay has exceeded 60 days in the **period of insurance**

Limit of insurance

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

Section Four

– Legal liability to the public

This Section applies only if the Schedule shows that either the buildings are insured under Section One or the contents are insured under Section Two of this insurance.

Part A

Part A of this section applies in the following way:

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

if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered

We will indemnify you

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

- **bodily injury**
- damage to property

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

OR

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

- **bodily injury**
- damage to property

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

What is not covered

We will not indemnify you for any liability

a. for **bodily injury** to

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

b. for **bodily injury** arising directly or indirectly from any communicable disease or condition

c. for damage to property owned by or in the charge or control of

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

d. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**

e. arising directly or indirectly out of any profession, occupation, business or employment

f. which **you** have assumed under contract and which would not otherwise have attached

Section Four – Legal liability to the public

Part A (continued)

What is covered

We will indemnify you

What is not covered

We will not indemnify you for any liability

- g. arising out of **your** ownership, possession or use of:
- i any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises** and
 - pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use whilst elsewhere
 - ii any power-operated lift other than those designed for and used by the disabled or infirm
 - iii any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- h. in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the premises named in the **schedule**; and
 - reported to **us** not later than 30 days from the end of the **period of insurance**
- in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- i. arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
 - j. if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is/are exhausted

Part B

We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

Part C

What is covered

We will indemnify you

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

What is not covered

We will not indemnify you for any liability

for any liability if **you** are entitled to indemnity under any other insurance

for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- in respect of pollution and/or contamination: more than £5,000,000 in all
- in respect of other liability covered under Section Four: more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section Five –Valuables, antiques and works of art, gold and silver

What is covered

This insurance covers

- A **Valuables** as stated in the **schedule** (or specification(s) attached) against physical loss or damage anywhere in the world.
- B
 - i **Antiques and works of art** as stated in the **schedule** (or specification(s) attached)
 - ii **Gold and silver** as stated in the **schedule** (or specification(s) attached)

against physical loss or physical damage within the **home** and, provided these are not already insured, whilst they are temporarily away from the **home**.

What is not covered

We will not pay

- a. for loss or damage directly or indirectly caused by or arising from:
 - i moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
 - ii misuse or faulty design, specification, workmanship or materials
 - iii dryness, dampness, extremes of temperature or exposure to light
 - iv chewing, scratching, tearing or fouling by pets
 - v dyeing, cleaning, repair, renovation, restoration or being worked upon
- b. mechanical or electrical faults or breakdown
- c. for breakage of strings, reeds or drumheads forming part of musical instruments
- d. for loss or damage during transit to any item, which is not suitably packed and secured
- e. more than £5000 in respect of any one item of **valuables** or **gold and silver** unless otherwise stated in the **schedule**
- f. more than £10,000 in respect of any one item of **antiques** or **works of art** unless otherwise stated in the **schedule**

Section Five – Valuables, antiques and works of art, gold and silver

Conditions that apply to Section Five only

How we deal with your claim

1 Valuables

We will at our option repair, replace or pay for any article lost or damaged.

2 Gold and silver, antiques and works of art

In the event of partial loss or damage, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum(s) insured for the item(s) damaged.

In the event of total loss or destruction of items, **we** will pay the sum insured for such item(s) or their market value at the time of loss, whichever is the less.

Conditions 3 & 4 only apply if mentioned on **your schedule**

- 3 **We** will not pay any claim for loss of or damage to **your valuables, gold & silver or antiques and works of art** covered by this Section Five (whether as a result of theft or otherwise) unless **you** have done all that **you** reasonably can to safeguard these items and ensure that the intruder alarm:
 - a. is put into full and effective operation whenever **you** leave the premises unattended; and
 - b. is kept in good working order through the **period of insurance** under a maintenance contract with the installing company.
4. **We** will not pay any claim for loss of or damage to jewellery unless **you** have done all that **you** reasonably can to ensure that the jewellery is kept in a locked safe whilst it is not being worn

Limit of insurance

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

Further Information

Customer Services and complaints and How to make a claim

For details of our customer service, complaints procedure, how to make a claim and the Financial Services Compensation Scheme please see page 2 of this document

Legal Jurisdiction of this Policy

Under UK Law, the parties to a contract are free to choose the law applicable to the Insurance Contract. Unless specifically agreed to the contrary prior to acceptance of the application, this insurance is subject to English Law.

Data Protection

The information **we** collect about **you** is processed for the purpose of the underwriting and management of **your** insurance and administering claims. **We** may pass this information to other third parties in the course of handling claims or for administrative purposes

Some of the information **we** collect about **you** may be classified as 'sensitive' – that is information about criminal convictions or alleged criminal convictions. Data protection laws impose specific conditions in relation to sensitive information, including in some circumstances the need to obtain **your** explicit consent before **we** process the information.

You have previously consented to such processing and transfer of information (without which **we** would be unable to consider offering cover).



Special Risks