THATCHLINE HOMECOVER

(Thatched Properties)

Welcome

Thank you for choosing **THATCHLINE** Thatched Property Insurance to protect your property.

We want to help you understand **your** thatched property insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us.**

This policy document, the statement of fact, schedule and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you need**, and keep all documents in a safe place.

That policy is not complete without a policy schedule. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your thatched property insurance document is split into various sections. Not all sections of this policy may apply to **you.** The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

Important Information about your Policy

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

The Insurers or Service Providers

This thatched property insurance policy is underwritten by a consortium of the following leading insurers:-

Fairmead Insurance Limited

This insurance is underwritten by Fairmead Insurance Ltd who are authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services number 202050. Registered in England and Wales number 00423930. Registered office 57 Ladymead, Guildford, Surrey, GU1 1DB.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Fairmead Insurance Ltd is part of the Liverpool Victoria General Insurance Group.

Your total peace of mind

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

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about this scheme is available from:

Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY

Tel: 0800 678 1100 or 020 7741 4100

www.fscs.org.uk

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

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

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us. You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

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

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the
 premium paid. We will only do this if we provided you with insurance cover we
 would not have otherwise offered;
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been made adversely impacted by your carelessness;
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel **your** policy in accordance with **our** rights to cancel

We or your broker will write to you if we:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of your policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must information **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any cosubscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Things we need to tell you about

Data Privacy Notice

THATCHLINE is a trading name of Playle Russell (Special Risks) Ltd. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. [This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies].

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.thatchline.com or www.thatchline.com

Definitions

Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage	Sudden,	unexpected	and	visible	damage	which	is	not
	inevitable and has not been caused on purpose.							

Bodily Injury	Includes death or disease.
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	 The home and its decorations including: Fixtures and fittings attached to the home, Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks, Solar panels permanently attached to the main private dwelling which you own or for which you are legally responsible within the premises named in the Schedule.
Contents	Household goods, valuables and personal belongings , within the home , which are your property or which you are legally responsible for.
	 Contents include: Tenants fixtures and fittings, Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home, Contents that are within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home), Contents in outbuildings up to £2,500, unless otherwise stated in the schedule, Deeds and registered bonds and other personal documents up to £1,500 in total, Valuables and Personal Belongings up to £7,000 in total, with the limit for any one item being £2,500 within the home, unless otherwise stated in the schedule, Office Equipment up to £5,000, Domestic oil in fixed fuel oil tanks up to £750, Pedal cycles up to £500 per pedal cycle within the home, unless otherwise stated in the schedule, Money and credit cards up to £500 in total, unless otherwise stated in the schedule. Contents does not include: Money and credit cards up to £500 in total, unless otherwise stated in the schedule. Contents does not include: Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories, Any living creature, Any part of the buildings, Any property held or used for business purposes other than as defined under office equipment.
	 than as defined under office equipment, Any property insured under any other insurance, Landlords fixtures and fittings

Definitions

Applicable to the whole of this insurance (continued)

Credit Cards	Includes charge cards, debit cards, banker's cards and cash dispenser cards.
Domestic Employee(s)	Any person who carries out paid domestic duties for you within your home and/or it's gardens, other than in connection with your business
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount stated in this booklet or in the schedule and payable by you in the event of a claim.
Family	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. 'Family' does not include lodgers or tenants.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.
Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule , which you are legally responsible for.
Landslip	Downward movement of sloping ground.
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, all held for private or domestic purposes.
Occupant	A person or persons authorised by you to stay in the home
Office Equipment	Office equipment used in conjunction with your business in the home which belongs to you or for which you are legally responsible. Office equipment includes: • Furniture, • Computers and associated equipment
	 Printers, Fax machines and modems, Photocopiers and scanners, Phone equipment.

Definitions

Applicable to the whole of this insurance (continued)

Office Equipment	Office equipment does not include:	
(continued)	 Loss of magnetism or corruption of data; 	
	Compensation for you not being able to use the office	
	equipment;	
	Equipment more specifically insured by any other	
	insurance;	
	The cost of reconstituting any lost or damaged data;	
	More than £1,000 in respect of stock or goods held for	
	business purposes;	
	Money held for business purposes; Some of the property of the continuous property of the conti	
	Loss or damage following the equipment being configurated or represented:	
	confiscated or repossessed;Loss or damage to computer software	
	Loss of damage to computer software	
Outbuildings	Garden sheds, summer houses, greenhouses or other	
- Cutoununigs	similar structure on a permanent foundation and used for	
	domestic purposes, up to a maximum of £10,000 any one	
	outbuilding, unless specifically stated otherwise in the	
	policy schedule .	
	Unless otherwise agreed, outbuildings do not include:	
	Tree houses	
	Inflatable buildings; or	
	Any structure which is made of canvas, PVC or any	
	other non-rigid material.	
Period of Insurance	The length of time for which this insurance is in force, as	
	shown in the schedule and for which you have paid and	
	we have accepted a premium.	
Personal Belongings	Personal Belongings are items that belong to you and are	
	normally worn or carried on the person.	
	Personal Belongings includes:	
	Luggage,	
	• Clothing,	
	 Sports, musical, camping and photographic 	
	equipment,	
	Personal Belongings does not include:	
	 Tools used or held for business, professional or 	
	trade purposes,	
0	• • •	
	• Valuables,	

otherwise specified in the schedule ,
 Pedal cycles,
 Any property insured under any other insurance.

Definitions

Applicable to the whole of this insurance (continued)

Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction
Standard Construction	The buildings which are constructed of brick, stone or concrete and roofed with thatch, slates, tiles, metal or concrete.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
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.
Unfurnished	Where the main buildings are not furnished enough for you to live in.
Unoccupied	Where the buildings have not been lived in by you for more than 30 consecutive days during the period of insurance.
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.
We/Us/Our	Fairmead Insurance Ltd

You/Your/Insured	The person or persons named in the schedule and all
	members of your family who permanently live in the
	home

Our Service Commitment to You

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
Playle Russell (Special Risks) Ltd The Boldre Suite	Davies Group PO Box 2801
Ashurst Lodge	Stoke on Trent
Ashurst	ST4 9DN
SO40 7AA	Tel: 0344 8561193
Tel: 01794 830055	Email: newclaims.penunderwriting@davies-
Email: info@playlerussell.com	group.com

If you are not satisfied and wish to make a complaint, then you may contact:

<u>Complaints Officer</u> 55 Blythswood Street

Glasgow G2 7AT

Tel: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: http://www.penunderwriting.co.uk/Pages/complaints.aspx

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged)

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone

tariffs)

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

The FOS 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

Cancelling this Policy

Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance,

whichever is the latter.

Providing no claim has been made we will refund your premium in full.

Outside of the Cooling-off Period

If you wish to cancel your policy after 14 days you can do so at any time by contacting your Broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our right to cancel this Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- We have identified serious grounds (such as the use or threat of violence or aggressive behaviour against our staff, contractors or property);
- There is a change in risk occurring which we are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- You breach any terms and conditions of your policy.

Please also see the Fraud conditions and the Change in Circumstances conditions of this policy in the general conditions section of this policy.

Where possible, we will try to seek an opportunity to resolve the matter with you.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information.

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

New Claims

Davies Group PO BOX 2801 Stoke on Trent ST4 9DN

Tel: 0344 856 1193

Email:newclaims.penunderwriting@davies-group.com

(Please note that claims are administered on our behalf by Direct Group)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of our claims advisors, an
 independent loss adjuster or other expert their aim is to help us agree a fair
 settlement with you; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Claims Procedure (continued)

For **Buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make your home safe for you,
- If further work is required, they will arrange a convenient time to complete the work,
- You will not need to obtain estimates,
- You can be assured of the standard of the work.

For **Contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- we will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Payments

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

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If you or your family are the victim of riot you must tell us as soon as you can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- You must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank
 or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of
 your property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

Claims Terms and Conditions (continued)

How we deal with your claim (continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

General Conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

Take Care

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

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the sums insured shown in your schedule are adequate.

• **Buildings** should insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

• **Contents** should be insured for the full cost of replacement as new.

Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- You are going to move home permanently;
- Someone other than **your family** is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday home:
- Your home is going to be unoccupied or unfurnished;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- You or any member of your family has received a conviction for any offence except for driving;
- Any increase in the value of your contents or the rebuilding cost of your buildings;
- You use a chimney at the home which you have previously told us is not used;
- You install a wood or solid fuel stove at the home which you have not already told us about;
- The fire protections you have told us about at the home are removed, amended or become faulty;
- Any part of **your home** is going to be used for any trade, professional or business purposes;

There is no need to tell **us** about trade, professional or business use if:

- The trade, professional or business use is only clerical; and
- There are no staff employed to work from the **home**; and
- There are no visitors to the **home** in connection with the trade, profession or business; and
- There is no business **money** or stock in the **home**.

General Conditions (continued)

Changes in Circumstances (continued)

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Thatch Conditions

Fire Conditions

It is a condition of this insurance that where it is within your control you do not allow

- Any bonfires/incinerators to be within 100 metres of the home
- Old thatch and thatching to be burnt within 100 metres of the home
- Barbecues, fire-pits, patio heaters or chimneys to be burnt within 5 metres of the home

Chimney Condition

It is a condition of this insurance that all chimneys serving solid fuel stoves, boilers and open fires must be:

- Kept in a good state of repair throughout the **period of insurance**; and
 - Professionally cleaned along the entire length at least twice during the **period of insurance** being:
 - At least once between 1st July and 31st October prior to winter use; and
 - At least once between 1st January and 31st March unless alternative dates have been agreed by us in writing

By a member of any of the following professional bodies unless an alternative has been agreed by us:

- National Association of Chimney Sweeps (NACS)
- Guild of Master Chimney Sweeps
- Association of Professional and Independent Chimney Sweeps
- Professionally inspected by a qualified Chimney Engineer at least once every 5
 years and any requirements or recommendations complied within 60 days of
 that inspection.
- Copies of the chimney sweeping and inspection report/certificate are to be lodged with your broker

Spark Arrester Condition

It is a condition of this insurance that spark arresters must be removed and thoroughly cleaned each time the chimney is cleaned.

Naked Flame Condition

It is a condition of this insurance that no naked flames or tools producing naked flames are to be used within 5 metres of the thatch roofing.

Fire Protections Condition

It is a condition of this insurance that:

- At least one fire extinguisher is kept on each floor of your home; and
- A fire blanket conforming to BS EN 1869 is kept in the kitchen

All fire protections must be checked and maintained as per the manufacturer's instructions.

General Conditions (continued)

Thatch Conditions (continued)

Thatch Condition

It is a condition of this insurance that all thatch roofing is inspected by a suitable qualified Thatcher at least once every five years. Any recommendations must be complied within 60 days of the inspection unless a longer period is agreed by **us**.

Smoke Detector Condition

It is a condition of this insurance that each floor within the **home** is fitted with a minimum of one smoke detector complying with BS EN 14604:200.

Electrical Condition

It is a condition of this insurance that the electrical installation is inspected by a member of the National Inspection Council for Electrical Installation Contracting, Electrical Contractors Association or an alternative recognised body agreed by **us**, at least once every 10 years (or sooner where stated on the current electrical certificate) and a full copy of the report is sent to Playle Russell. We will advise you which recommendations made by the electrician need to be carried out and agree a suitable time scale for the work to be completed.

Wood Storage Condition

It is a condition of this insurance that all wood burnt on open fires or wood burners must be seasoned and stored outside where it is sheltered from excessive rain, but exposed to wind and sunlight.

Electrical Lighting Condition

It is a condition of this insurance that:

- Every recessed light fitting located on the upper floor of the **buildings** must be fitted with a fire protection cover compliant with the standard of BS476:PT23;
- No external electrical lighting is to be located with 50cm of the thatch roof covering.

If you fail to comply with the above Thatch Conditions this insurance may become invalid in respect of loss or damage caused by fire, smoke, storm or weight of snow.

In the event of loss or damage caused by fire, smoke, storm or weight of snow **you** may be required to provide proof of inspections.

All other terms, conditions, exclusions and limitations remain unaltered.

Transfer of Interest

You cannot transfer your interest in the policy without our written permission.

General Conditions (continued)

Fraud

You must not act in a fraudulent manner, if you or anyone acting for you:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- we may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- we shall not make any return premiums;
- **we** may inform the Police of the circumstances

Payments

 Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due Where a claim has been notified during the period of insurance, you must continue with the monthly payments throughout the remaining period of insurance, or pay the remaining premium in full. If you fail to do so we may deduct any outstanding amount from any claims settlement

Important Notice

Please note that if the information provided by \mathbf{you} is not complete and accurate, \mathbf{we} may:-

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance

General Exclusions

Applicable to the whole of this insurance

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- **Loss** or destruction of or **damage** to any property whatsoever, or any **loss** or expenses whatsoever resulting or arising there from, and
- Any legal liability of whatsoever nature,

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

- 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 thereof.

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.

Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the period of insurance;
- Caused deliberately by **you** or any person lawfully in the **home**.

Pollution or Contamination Exclusion

We will not pay for **loss**, **damage** or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

When caused by oil or water escaping from a fixed oil or fixed water installation, or

- When 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 home, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**, In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

Electronic Data Exclusion

We will not pay for:

- **Loss** or destruction of or **damage** to any property whatsoever, or any **loss** or expenses whatsoever resulting or arising there from, and
- Any legal liability of whatsoever nature,

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

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

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

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

• Terrorism Exclusion

We will not pay for any **loss**, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

Confiscation Exclusion

We will not pay for **loss**, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

Indirect Loss or Damage

We will not pay for any **loss** or damage that is not directly associated with the incident that caused **you** to claim, except where that **loss or damage** is expressly included within this insurance.

Wear and Tear Exclusion

We will not pay for any **loss**, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

Defective Design or Construction Exclusion

We will not pay for any **loss**, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

Section One – Buildings

What is covered:	What is not covered:
Loss or damage to your buildings during	Any cause already excluded within the
the period of insurance caused by the	General Exclusions.
following insured events:	
	The excess shown in your schedule
Fire, smoke, lightning, explosion or	
earthquake.	
Aircraft and other flying devices or	
items dropped from them.	
 Storm, flood or weight of snow. 	• Loss or damage caused by subsidence ,
	heave or landslip other than as
	covered under number 9 of Section 1
	Loss or damage to domestic, fixed fuel
	oil tanks in the open, swimming pools
	or covers, fences, gates and hedges,
	Damage caused by a rise in the water
	table (the level below which the ground
	is completely saturated with water)

	 Loss or damage to any moveable contents in the open Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.
Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	 Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1, Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, Loss or damage caused by failure of or lack of sealant and/or grout.
Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	. J
 Theft or attempted theft. Collision or impact by any vehicle or animal. 	
Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

Section One – Buildings (continued)

What is covered:	What is not covered:
Loss or damage to your buildings during	Any cause already excluded within the
the period of insurance caused by the	General Exclusions.
following insured events:	
	The excess shown in your schedule
• Subsidence, or heave of the site	Loss or damage to domestic fixed fuel-
upon which the buildings stand or	oil tanks, swimming pools or covers,
landslip	tennis courts, drives, patios and
	terraces, walls, gates and fences unless
	the exterior walls of the private
	dwelling are also affected at the same
	time by the same cause,
	 Loss or damage to solid floors, unless
	the walls of the home are damaged at
	the same time by the same cause,
	Loss or damage which compensation
	has been provided for or would have
	been but for the existence of this
	insurance under any contract or a

	 guarantee or by law, Loss or damage caused by river or coastal erosion, Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
 Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts. 	 Loss or damage to radio and television aerials, satellite dishes, their fittings and masts
Falling trees, branches, telegraph poles or lamp-posts.	 Loss or damage caused by trees being cut down or cut back within the premises, Loss or damage to gates, hedges and fences.

Section One – Buildings (continued)

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
The cost of accidental damage to:	
 Fixed glass and double glazing 	
(including the cost of replacing	
frames),	
 Solar panels, 	
 Sanitary ware, 	
 Ceramic hobs, 	
all forming part of the buildings .	
The cost of Accidental Damage to:	
 Domestic oil pipes, 	
 Underground water supply pipes, 	
 Underground sewers, drains and 	
septic tanks,	
 Underground gas pipes, 	
Underground cables,	
serving the home and which you are	
legally responsible for.	

Any amount over 10% of the sum If you have to move out of your home because of any loss or damage insured for the **buildings** damaged or covered under Section 1 buildings, destroyed. we will pay you for one of the following expenses or losses we have agreed to: • 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 which is covered under Section One. We will only pay under this Section for the period your home is unfit to live in. Expenses **you** have to pay and which Any expense for preparing a claim or we have agreed in writing for: an estimate for loss or damage, • Architects, surveyors', consulting Any costs if Government or local engineers and legal fees, authority requirements have been • The cost of removing debris and served on you before the loss or making safe the building, damage. • Costs **you** have to pay in order to comply with any Government or local authority requirements, Following loss or damage to the buildings under Section 1. Increased metered water charges you More than £750 in any period of have to pay following an escape of **insurance**. If **you** claim for such loss water which gives rise to an admitted under Section 1 **buildings** and Section claim under event 4 of Section 1 2 contents, we will not pay more than

Section One – Buildings (continued)

(buildings).

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

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
Anyone buying the home who will	• Loss or damage if the buildings are
have the benefit of Section 1	insured under any other insurance.
(buildings) cover until the sale is	
completed or the insurance ends, whichever is sooner.	

£750 in total.

 The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world. 	More than £500 in total.
• If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home , we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.	More than £2,500 any one event.
Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home .	 More than £1,000 in any period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total.

Accidental Damage to the Buildings

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included:

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage	Damage or any proportion of damage
to the buildings .	which we specifically exclude elsewhere
	under Section 1 (Buildings),
	 The buildings moving, settling,
	shrinking, collapsing or cracking,
	• Damage while the home is being
	altered, repaired, professionally cleaned,
	maintained or extended,
	 The cost of general maintenance,
	 Damage from mechanical or electrical
	faults or breakdown,
	 Damage caused by dryness, dampness,
	extreme of temperature or exposure to
	light,
	 Damage to swimming pools or covers,
	gates and fences and fuel tanks,
	 Damage caused by domestic pets,
	Depreciation in value.

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only

How we deal with your claim

- We will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:
 - The cost of the work had it been completed by our nominated contractor;
 or
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of your buildings due to the damage;
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors if the repair work had been carried out without delay.
- Where an **excess** applies, this will be taken off the amount of **your** claim.
- If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
- The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.
- 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 specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

Your sum insured

Your buildings should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting

engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

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

Proportionate remedy

If the cost of rebuildings the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only (continued)

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected your sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section Two – Contents

What is covered:	What is not covered:
Loss or damage to your Contents during	Any cause already excluded within the
the period of insurance caused by the	General Exclusions.
following insured events:	

	The excess shown in your schedule
Fire, smoke, lightning, explosion or earthquake.	
Aircraft and other flying devices or items dropped from them.	
Storm, flood or weight of snow	 Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage.
Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	 Loss or damage to the installation itself, Loss or damage caused by failure of or lack of sealant and/or grout.
Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	Loss or damage to the installation itself.
Theft or attempted theft	 Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. Any amount exceeding £2,500 for contents in any garage or outbuilding unless specified in the schedule.
Collision or impact by any vehicle or animal	Loss or damage caused by insects, birds, vermin or domestic pets.
 Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts 	
Subsidence, or Heave of the site upon which the Buildings stand or Landslip	 Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions, Loss or damage caused by river or coastal erosion, Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
Falling trees, branches, telegraph poles or lamp-posts	 Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
The cost of accidental damage to:	Damage to video cameras, digital
Television sets (including digital	cameras or digital imaging or recording
and satellite receivers),	equipment designed to be hand held or
Audio, video, games consoles,	carried, portable audio equipment,
DVD players/recorders,	laptop computers and musical
• Radios,	instruments,
Home computers and associated	Loss or damage caused by domestic
equipment,	pets,
 Receiving aerials, dishes and closed circuit television cameras, 	Loss or damage to tapes, records,
situated within the home .	cassettes, discs, DVD's or computer software,
Situated within the nome .	Mechanical or electrical faults or
	breakdown,
	Damage caused from light, or
	atmospheric or climatic conditions,
	Damage caused by scratching or
	denting,
	Damage caused by computer viruses.
Loss or damage to office equipment	More than £5,000 in any period of
	insurance unless stated in the
	schedule,
	 Compensation for you not being able
	to use the office equipment ,
	Loss of magnetism or corruption of
	data,
	Loss or damage following the
	equipment being confiscated or
	repossessed,The cost of reconstituting any lost or
	damaged data,
	 More than £1,000 in respect of stock,
	 Loss or damage to any money held for
	business purposes,
	 Loss or damage to computer software,
	Property more specifically insured
	elsewhere.
If you have to move out of your	Any amount over 20% of the sum
home because of any loss or damage	insured for contents specified in the

covered under Section 2 - Contents,	schedule.
we will pay you for one of the	
following expenses or losses we have	
agreed to:	
 The cost of alternative 	
accommodation for the time You	
cannot live in your home ,	
 An amount equal to the rent 	
which you pay while you are not	
living in your home .	
We will only pay under this Section	
for the period your home is unfit to	
live in.	

What is covered:	What is not covered:
• The Contents, if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly caused by: • Events 1-11 under Section 2 contents while the contents are: • In any occupied private dwelling • In any buildings where you are living or working, • In any building for valuation, cleaning or repair, • In any furniture store, • In any bank or safe deposit. ii. Fire, lightning, explosion,	What is not covered: Any cause already excluded within the General Exclusions. The excess shown in your schedule • Contents outside the United Kingdom, • money or credit cards, • Any amount over 20% of the sum insured under Section Two for Contents in a furniture store.
earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store.	
Loss or damage to contents belonging to visitors as a result of insured events 1 to 11	 Loss or damage to contents which are covered by any other insurance, Loss or damage to contents belonging to a paying guest or lodger, More than £250 for any one visitor.

 Fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury. 	More than £10,000 for each insured with no policy excess applying.
Costs You have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys anywhere in the world.	More than £500 in total.
 Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 2 (Contents). 	 More than £750 in any period of insurance. If you claim for such loss under Section 1 (buildings) and Section 2 (contents), we will not pay more than £750 in total.
 Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture. 	

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
 Amounts that you become legally liable to pay under a tenancy agreement for loss or damage caused by events 1 – 10 of Section 2 Contents or events a) and b) of Section 1 (buildings). We will only provide this cover if the 	Any amount over 20% of the sum insured for contents specified in the schedule. The excess shown in your schedule Any amount over 20% of the sum insured for contents specified in the schedule.
loss or damage occurs during the period of insurance. If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.	
• The Contents sum insured shown in	 Loss or damage occurring outside of

the schedule is automatically increased by £3,500 for gifts within the home during the month in which you celebrate a religious festival, wedding day or birthday.	the period of insurance .
Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-11 of Section 2 (Contents).	 More than £2,500 in total, More than £500 for any one item, Theft unless following forcible and violent entry.
 The cost of replacing electronic information you have bought and stored on equipment within your home and that is lost or damaged by events 1 – 10 of Section 2 (Contents). 	 The cost of remaking a file, tape or disk, The cost of rewriting the electronic information, More than £500 in any one period of insurance, The cost of any information stored for business purpose use.
Damage to the Contents caused by forced access to deal with a medical emergency or to prevent damage to the home .	 More than £1,000 in any one period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total.

Accidental Damage to the Contents

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

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage	Damage or any proportion of damage
to the contents of the home .	which we specifically exclude elsewhere
	under Section Two,
	 More than £1,000 in total for porcelain,
	china, glass and other brittle articles,
	 More than £250 for mobile phones
	unless otherwise stated in the schedule
	 More than £1,500 for portable
	computer equipment unless otherwise
	stated in the schedule

 Money, credit cards, documents or
stamps,
 Damage to contact, corneal or micro
corneal lenses
 Damage caused by dryness, dampness,
extremes of temperature and exposure
to light,
 Damage caused by domestic pets.

Conditions that apply to Section Two – Contents only

How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section 2 **contents**.

- Where the damage can be economically repaired we will pay the cost of repair;
- Where the damage cannot be economically repaired and the damaged or lost item
 can be replaced, we will replace it. If a replacement is not available we will replace
 it with an item of similar quality;
- Where we are unable economically to repair or replace an item with an item of similar quality, we will agree a cash payment with you based on the replacement value;
- Where we can offer repair or replacement through a preferred supplier, but instead you request and we agree to pay a cash settlement, then the amount will not normally exceed what we would have paid our preferred supplier.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- · Household linen;
- Pedal Cycles;

where we will take an amount off for wear and tear

We will not pay the cost or replacing or repairing any undamaged parts of the **contents** 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 specific part.

Your sum insured

Your contents must be insured for the full cost of replacement as new.

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

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your Contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Section Two – Contents (continued)

Conditions that apply to Section Two – Contents only (continued)

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Three - Accidents to Domestic Staff

We will pay for your legal liability:	We will not pay for your legal liability:
We will pay all amounts you become	Bodily injury arising directly or indirectly:
legally liable to pay, including costs and	From any communicable disease or
expenses which we have agreed in	condition,
writing, for accidental bodily injury to	 From the ownership or occupation of any
domestic employees happening during	land or buildings other than the home ,

the **period of insurance** in connection with incidents arising at the **home**.

We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **we** have agreed in writing.

- Where **you** are entitled to cover from another source,
- · From any trade or business activity,
- arising out of **your** ownership, possession or use of:
 - any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the premises and
 - pedestrian controlled gardening equipment used elsewhere
 - any power-operated lift other than stairlifts
 - any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,
 - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation
- From firearms (except shotguns used for sporting purposes),
- The direct or indirect consequences of assault or alleged assault
- Any deliberate, wilful or malicious act.

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Four – Legal Liability to the Public

The following cover 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 contract of 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

We will pay for your legal liability:

- As owner or occupier for any amounts you become legally liable for as damages for:
 - Bodily injury
 - Damage to property

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

Or

- 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**

We will pay up to £2,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **we** have agreed in writing.

We will not pay for your legal liability:

- For bodily injury to:
 - You
 - Any other permanent member of the **home**
 - Any person who at the time of sustaining injury is engaged in your service
- For **bodily injury** arising directly or indirectly from any communicable disease or condition
- Arising out of any criminal or violent act to another person or property
- 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
- in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance
- arising directly or indirectly out of any profession, occupation, business or employment
- which you have assumed under contract and which would not otherwise have attached
- arising out of your ownership, possession or use of:
 - any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the premises and
 - pedestrian controlled gardening equipment used elsewhere
 - any power-operated lift other than stairlifts
 - any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft
 - other than rowing boats or canoes,

Section Four – Legal Liability to the Public (continued)

We will pay for your legal liability:	We will not pay for your legal liability:
	 any animal other than cats, horses, or
	dogs which are not designated as
	dangerous under the Dangerous
	Dogs Act 1991, The Dangerous Dogs
	(Northern Ireland) Order 1991 or
	Dangerous Dogs Amendment 1997
	or any amending legislation
	 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
	• arising out of your ownership,
	occupation, possession or use of any
	land or building that is not within the premises
	if you are entitled to indemnity under
	any other insurance, until such
	insurance(s) is exhausted
	sarance(s) is exhausted

Part B

What is covered:	What is not covered:
Sums which you have been awarded by a	For any amount in excess of GBP100,000
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

Section Four – Legal Liability to the Public (continued)

Part C

What is covered:	What is not covered:
Any amount you become legally liable to	 For any liability if you are entitled to
pay under Section 3 of the Defective	indemnity under any other insurance
Premises Act 1972 or Article 5 of the	 For the cost of repairing any fault or
Defective Premises (Northern Ireland) Order	alleged fault
1975 in connection with any home	 Any home previously owned and
previously owned and occupied by you	occupied by you in which you still
	hold legal title or have an interest
	Any incident which happens more
	than 7 years after the last day of the
	last insurance period in respect of any
	home previously insured by us and
	owned and occupied by you
	Anything owned by or the legal
	responsibility of your family
	Injury, death, disease or illness to any
	of your family (other than your
	domestic employees who normally
	live with you)
	 Liability arising from any employment,
	trade, profession or business of any of
	your family
	Liability accepted by any of your
	family under any agreement, unless
	the liability would exist without the
	agreement
	Liability arising from the Third Party
	Wall Act 1996

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It

also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Five – Valuables and Personal Belongings (cover away from the Home)

The following cover applies only if the **Schedule** shows that **Valuables** and **Personal Belongings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
Accidental loss, damage or theft of your	Damage caused by moth, vermin or rot
valuables and personal belongings	Damage from electrical or mechanical
listed in the schedule occurring during	faults or breakdown,
the period of insurance when in the	Damage or deterioration of any article
United Kingdom or when elsewhere in	caused by dyeing, cleaning, repair,
the world during a temporary visit not	maintenance, renovation or whilst being
exceeding 60 days in any one period of	worked upon,
insurance.	Damage to guns caused by rusting or
	bursting barrels,
We will pay up to the following limits,	Breakage of any sports equipment whilst
unless you have selected a higher limit	in use,
and this is stated in your schedule:	Theft or disappearance of jewellery from
 Up to £2,500 for any one item 	baggage unless such baggage is carried
(including articles forming a pair or	by hand and under your personal
set),	supervision,
 Up to £500 in total in respect of 	Loss or damage caused by domestic pets,
theft or disappearance of property	Riot or civil commotion outside the
from any vehicle when such vehicle	United Kingdom,
is left unattended without an	Depreciation in value,
authorised occupant,	
• Up to £2,000 in total in respect of	
theft or disappearance of jewellery	

from hotel or motel rooms during **your** absence from such rooms,

- Up to £250 for mobile phones,
- Up to £1,500 for portable computer equipment

Section Five – Valuables and Personal Belongings (continued)

Conditions that apply to Section Five – Values and Personal Belongings only

How we deal with your claim

We will repair, replace or pay for any article covered under Section 5 **valuables** and **personal belongings**.

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,
- Camping equipment,
- Household linen,

where we will take off an amount for wear and tear

We will not pay the cost of replacing or repairing any undamaged parts of items 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.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your sum insured

The most **we** will pay under Section 5 **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section 5 **valuables** and **personal belongings** is £2,500 unless otherwise stated in the **schedule**.

Proportionate remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you.**

Section Six – Domestic Deep Freeze Cover

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
The cost of replacing your food in your	Loss or damage caused by any
fridge or freezer if it is spoiled due to a	electricity or gas company deliberately
change in temperature or contaminated	cutting off or restoring your supply,
by refrigeration fumes during the period	 Loss or damage due to the failure of
of insurance	your electricity or gas supply caused by
	a strike or any other industrial action,
	Loss or damage caused where you have
	not complied with the operating
	instructions set out in the manufacturers
	hand book,
	 Loss or damage unless you tell us
	within 48 hours of discovery,
	More than £500 in any one period of
	insurance.

Limit of Insurance

We will not pay more than £500 in any one period of insurance, unless otherwise stated in the **schedule.**

Section Seven – Pedal Cycles

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.

This insurance extends to cover the cost of repairing or replacing **your** pedal cycle(s) (as shown in the **Schedule**) following:

- Theft or attempted theft,
- Accidental Damage,

Anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **Period of Insurance**.

The excess shown in your schedule

- Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time,
- Damage from mechanical or electrical faults or breakdown,
- Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes,
- Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft,
- More than the sum insured shown in the **Schedule**,

Theft by fraudulent means.

Limit of Insurance

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

Section Seven – Pedal Cycles (continued)

Conditions that apply to Section Seven – Pedal Cycles only

How we deal with your claim

- Where the damage can be repaired economically **we** will pay the cost of the repair;
- Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
- If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
- Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
- We will settle your claim less any excess subject to any limit shown in the schedule.
- Where we can offer repair or replacement via our preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price we would have paid our preferred supplier

Your sum insured

The most **we** will pay under Section 7 – Pedal Cycles is the sum insured shown on the **Schedule**.

The most **we** will pay for any one item under Section 7 – Pedal Cycles is £1,500 unless otherwise stated in the **Schedule**.

Proportionate remedy

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you.**

Section Eight – Money and Credit Card Cover

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

What is covered:	What is not covered:
	Any cause already excluded within the
	General Exclusions.
	The excess shown in your schedule
Theft or accidental loss of money or	 Any shortages due to error or omission,
fraudulent use of your credit card(s).	Loss of value,
	More than £1,000 in total, any one
Any amounts which you become	event,
legally liable to pay as a result of	Loss where conditions under which
unauthorised use following loss or	your credit card(s) were issued to you
theft of your credit card(s) – (Please	have been breached.
note that you are usually only liable	
for the first £50 of any fraudulent or	
unauthorised use per card)	
Within the geographical limits shown in	
the schedule , provided that:	
 within 24 hours of you discovering 	
any such loss or theft, you have	
notified the policy or border	
authorities and, in the case of credit	
card(s) , the card issuing company;	
and	
You have complied with all other	
conditions of your credit card(s)	
provider	

Limit of Insurance

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

Additional cover - Buildings SECTION ONE

When this section is operative, this policy extends to cover 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.

We will not pay more than £2500 in total during the **period of insurance**.