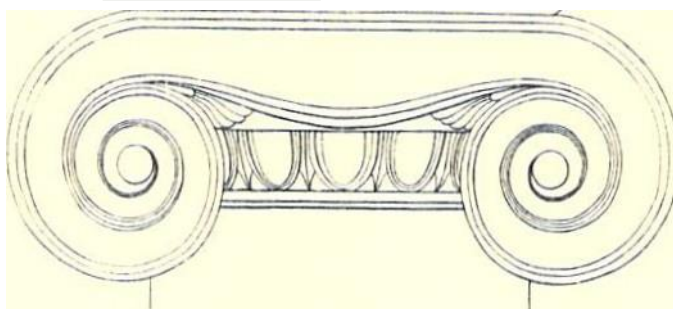




Special Risks

# CAPITAL



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## Premier Home Insurance

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Issued by: **Playle-Russell (Special Risks) Ltd**,  
The Boldre Suite, Ashurst Lodge, Ashurst, SO40 7AA.  
Tele: 01794 830055. Email: [info@playlerussell.com](mailto:info@playlerussell.com)

# Capital Premier Home Insurance

Welcome to Capital Premier Home insurance which is underwritten by Fairmead Insurance Ltd.

Fairmead Insurance Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Service number 202050. Registered in England & Wales no. 00423930. Registered office 57 Ladymead, Guildford, GU1 1DB.

Fairmead is part of the Liverpool Victoria General Insurance Group.

*You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.*

This **insurance** is a contract of indemnity between **you** and Fairmead Insurance Ltd. The contract of **insurance** is made up of this policy booklet and the **schedule** and is based on the information **you** provided in your proposal form or declaration.

In return for payment of the premium shown in the **schedule we** agree to insure **you** against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**. The insurance is provided under the terms and conditions contained in this booklet or in any **endorsement** shown in **your schedule** as applying to this **insurance**.

The **insurance** relates ONLY to those sections of the policy booklet 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 behalf of **Insurer(s)**

#### **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

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## 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 telephone Playle Russell (Special Risks) Ltd (01794 830055), or the broker from whom **you** bought **your** policy of **insurance**.

In the event that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by referring the matter to the Customer Relations Office:

### Complaints Officer

7th Floor, Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 8JH

Tel: 0141 285 3539

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

If **you** are still not satisfied after the review or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint Fairmead Insurance Ltd are regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and **you** can refer **your** complaint to them. They can be contacted at:

### Financial Ombudsman Service

Exchange Tower  
London  
E14 9SR

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

Email: [complaintinfo@financial-ombudsman.org.uk](mailto:complaintinfo@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

**Your** right to take legal action against **us** is not affected by referral to either the Customer Care Line or the Financial Ombudsman Service.

# How to make a Claim

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Naturally we hope **you** won't have any accidents or misfortune, but if **you** do the following procedure should be followed.

First of all, check **your schedule** and the relevant section in this **booklet** to make sure that the loss or damage is covered. Read carefully any exceptions or conditions that may apply and refer to the "**Your duties**" section outlined below.

Please remember that this **insurance** does not cover loss or damage which has been caused purely by wear and tear - it is not a maintenance contract.

If you wish to make a claim, please contact the Claims Department on **01794 830055**.

**You** will be asked for the **policy/certificate** number stated in **your schedule**

The Claims Department will take full details of **your** claim and let **you** know what **you** need to do next. We will pass **your** details to Davis Managed Systems who administer claims on **our** behalf. In some cases this will mean the involvement of an independent loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily.

## Your Duties

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

1. **You** must provide the Claims Department with any other information they require within 30 days of their request.
2. **You** must forward to the Claims Department within 3 days any letter claim writ summons or other legal document you receive. If a claim for liability is made against **you**, **you** must forward all information unanswered.
3. **You** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
4. **You** must provide the Claims Department with **at your** own expense reasonable evidence of value or age (or both) for all items involved in a claim.
5. **You** must take all reasonable care to limit any loss, damage or injury.
6. **You** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of the item.
7. **You** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim

# Introduction

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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**

Fairmead Insurance Ltd

**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.

**Subsidence**

Downward movement of the site on which your building stands by a cause other than the weight of the buildings themselves

**Landslip**

Downward movement of sloping ground

**Heave**

Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground

## Introduction

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### Buildings

The **home** and its decorations

- 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

**you** own or for which **you** are legally responsible within the **premises** named in the **schedule**.

### Premises

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

### Home

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

### Contents

Household goods and personal possessions which belong to **you** or for which **you** are legally responsible within the **home**.

#### *Contents includes:*

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

#### *Contents with limits:*

- 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

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**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

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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:
  - a) you stop using the home as your permanent residence
  - b) someone other than your family is going to live in your home.
  - c) if the home is used for any business or professional purposes.
  - d) you or any member of your family has received a conviction for any offence except for driving.
  - e) you regularly leave the home unattended by day or night other than for your normal job of work and holidays is not exceeding 30 consecutive days in length

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

You may cancel this policy by giving us 14 days written notice. If you cancel the policy, we will refund part of your premium for the rest of the current period of Insurance. We will only do this if you have not claimed during the period of insurance. We can cancel this policy by giving you at least 14 days' notice at your last known address. This will not affect your right to make a claim for any event that happened before the cancellation date. If we cancel the policy we will refund premiums already paid for the remainder of the current period of Insurance.



## General conditions applicable to this insurance

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### 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.

#### Transfer of interest

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

#### Change In Circumstances

For the purposes of this condition unoccupied means **your** home is going to be left without any occupants for more than a total of 30 days in any **period of Insurance**.

### 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

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## 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:
3. **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

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### 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.

### g. Government 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

### h. Pollution or Contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

a sudden unexpected incident, or

oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of any intentional act, and, which occurs during any **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

## General exclusions applicable to the whole of this insurance

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### **i. Terrorism**

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.

### **j. Terrorism (Let Properties)**

Damage occasioned by or happening through or in consequence directly or indirectly of:

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and
- b) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means the acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto. In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to:

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

### **k. Wear & tear**

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.

### **l. Defective design or construction**

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.

### **m. Rot**

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

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# How we deal with your claim

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## 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

**You** must not act in a fraudulent manner.

If you or anyone acting with you:

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
  - makes 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
  - makes a claim in respect of any loss or damage caused by your willful act or connivance then
- a. we shall not pay the claim
  - b. we shall not pay any other claim which has been or will be made under the insurance
  - c. we may, at our option, declare the insurance void
  - d. we shall be entitled to recover from you the amount of any claim already paid under the insurance since the last renewal date
  - e. we shall not return any premium
  - f. we may inform the Police of the circumstances

## 4. Policy Excesses

**We** will not pay the amount shown in the schedule of each claim 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

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## 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 collapse or normal settlement
  - 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:
  - i to gates fences and hedges
  - ii caused by a rise in the water table (the level below which the ground is completely saturated with water)
- 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

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### **What Is covered** - *continued*

*This insurance covers the buildings for physical loss or physical damage*

### **What Is not covered** - *continued*

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**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

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

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

- C** 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

- D** 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

- E** 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

- F** the cost of repairing accidental damage caused by external and visible means from a single identifiable event to:
- ii underground water supply pipes
  - iii underground sewers, drains & septic tanks
  - iv underground gas pipes
  - v underground cables serving the home and for which you are legally liable

### What is not covered

*We will not pay for*

Any amount in excess of 25% of the sum insured on buildings

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 **building s** 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

for damage due to wear and tear or any gradually operating cause

for loss or damage caused by the delamination of pitch fibre pipes.



## Section One - Buildings

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### 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** in its current form 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

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### 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 caused by storm, flood or weight of snow:
  - i where damage is caused by a rise in the water table (the level below which the ground is completely saturated with water)
  - ii more than £2,500 in respect of moveable contents in the open
- d. for loss or damage to contact, corneal or micro corneal lenses
- e. for breakage of strings, reeds or drum heads 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

---

*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** reasonable additional 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**

**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

Any amount in excess of 25% of the total contents section sum insured

any amount in excess of 25% of the total contents section sum insured

- 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. up to £40,000 any one loss or 10% of the **contents** sum insured whichever is the greater
  - c. for loss or damage after 45 days of purchase if **you** have not informed **us** about such purchase(s)
- more than £2,500 during the **period of insurance**
- 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 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 C10,000,000 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

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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**

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
- k. arising out of any criminal acts





### 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

### What Is not covered

We will not pay:

- a) More than £100,000 in all
- b) For liability arising from The Third Party Wall Act 1996

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### 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

- a) in respect of pollution and/or contamination more than £5,000,000 in all
- b) 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.
- c) any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
- d) 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**
- e) Anything owned by or the legal responsibility of **your** family
- f) Injury, death, disease or illness to any of **your** family (other than your domestic employees who normally live with you)
- g) Liability arising from any employment, trade, profession or business of any of **your** family
- h) Liability accepted by any of **your** family under any agreement, unless the liability would exist without the agreement
- i) Liability arising from The Party Wall etc Act 1996

## Section Five -Valuables, antiques and works of art, gold and silver

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### 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 **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:
  - 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

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### 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

5. **Valuables, Gold and silver, antiques and works of art**  
Where a current (not more than five years old) professional valuation has been provided - the date of valuation, the name of the valuation company and the corresponding item(s) pair(s) or set(s) is clearly displayed on the relevant specification - the value of the item(s) referred to is automatically agreed

### Limit of insurance

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

## **Section Six - legal Expenses & Home Assistance**

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Only operative if stated in the policy schedule .

DAS Premier Legal Services

Please refer to the separate document in the policy folder.

# Further Information

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## Customer services, Complaints, 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

## Law and jurisdiction

### Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

## Data Protection Act 1998

### How we use your Information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this **Insurance**.

### Who we are

This product is underwritten by Fairmead Insurance Ltd.

**You** are giving **your** information to Fairmead Insurance Ltd. In this information statement, 'we' 'us' and 'our' refers to the above company unless otherwise stated.

### How your information will be used and who we share it with

**Your** information comprises of all the details **we** hold.

**Your** information comprises of all the details we hold about **you** and **your** transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider.

**We** may use and share **your** information with other members of the Group to help **us** and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop our services, systems and relationships with **you**
- Understand **our** customers' requirements
- Develop and test products and services

**We** do not disclose your information to anyone outside the Group except:

- Where **we** have your permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **us**, our partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement

**We** may transfer **your** information to other countries on the basis that anyone **we** pass it to, provides an adequate level of protection. In such cases, the insurers will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

**We** will not keep **your** information for longer than is necessary.

#### **Sensitive Information**

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

#### **Fraud Prevention Agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CU E) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your** policy , **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

## How to contact us

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. **If you** have any questions, or **you** would like to find out more about this notice **you** can write to:

Data Protection Officer  
Fairmead Insurance Ltd  
One Coleman Street  
London  
EC2R 5AA



## Notes

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## Notes

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