

Householders Insurance Policy

This Insurance is arranged by IPH Insurance Services (UK) Ltd of IPH House Stirling Way Borehamwood Hertfordshire WD6 2BT as coverholders and underwritten by a consortium of the following leading insurers:-

Legal & General Insurance Limited

Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA.

Legal & General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

ERGO Versicherung AG (UK Branch)

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ERGO Versicherung AG is a German insurance company authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of ERGO Versicherung AG, UK Branch's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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.

Details of each insurer's proportionate liability will be provided upon request.

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 co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

The Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **We** are authorised and regulated by the Financial Conduct Authority.

This is a contract of insurance between **You** and **the Insurers** and is made up of this **Policy** the **Schedule** and any endorsement applying to **Your** insurance **Policy**

It is based on the information and statements **You** have provided to **Your broker** the information that was given on **Your** behalf when **You** applied for this insurance

You should keep it in a safe place

Your premium has been based upon the information shown in the **schedule** and has been arrived at based upon the information that **you** have told **us** about **you** and the insured property. In generating this premium, **we** have not asked **you** about the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**. Consequently, the sums insured that are shown in **your schedule** may not reflect the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**.

The insurance relates ONLY to those sections of the **Policy** which are shown in the **Schedule** as being included

Each address included under this insurance is considered to be covered as if separately insured

It is important that **You** read **Your Policy** together with **Your Schedule** very carefully Please read the whole document 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

If any details are incorrect or if it does not provide the cover **You** need **You** should return the **Schedule** to **Your broker** immediately

In return for payment of the premium shown in the **Schedule the Insurers** agrees to indemnify **You** subject to the terms and conditions contained in or endorsed on this **Policy** against loss or damage **You** sustain or legal liability **You** may incur for accidents happening during the period shown in the **Schedule** Failure to pay **Your** premium within the timescales advised to **You** by **Your broker** may render **Your Policy** invalid from its inception

Your Cancellation Rights

You will for a period of 14 days from the date You receive Your insurance Policy have the right to cancel this Policy and receive a full refund of any premium You have paid to us although We reserve the right on refunding any premium paid to Us if You have made a claim under this Policy
To exercise Your right to cancel contact Your broker who arranged this cover for You
Please be aware that Your broker may charge a fee for work completed on Your behalf

Cancellation Clause

We can cancel this insurance by giving You 7 day's notice in writing

You can also cancel this insurance at any time by writing to Your broker

Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim

We reserve the right on refunding any premium paid to Us if You have made a claim under this Policy

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Choosing the Right Levels of Cover

Adequate insurance for Your circumstances

How much to insure for

It is **Your** responsibility to make sure that the amount **You** insure under **Your Policy** represents the full value of the property concerned

You will find the amounts ("sum insured") for which You are insured in Your Schedule

For buildings this means the full cost of rebuilding **Your** home including fixtures and fittings any outbuildings and external structures like walls and fences plus an amount for any extra charges that could be involved in rebuilding such as demolition costs architects' and surveyors' fees and meeting the requirements of local authorities

Please note that the cost of rebuilding Your home may be different from the market value of Your home

For **contents** this means the full cost of replacing all **Your** belongings within the home at current prices (apart from clothing and household linen where **We** may make a deduction for wear and tear and loss in value)

Any valuables worth over £1,500 must be specified on the Schedule

For **personal effects** this means the full cost of replacing as new items that **You** could easily carry about on **Your** person or be conveyed by hand including jewellery, watches, mobile phones, laptop computers and bags, clothing and other personal effects

Laptop computers and any personal effects over £1,500 which are temporarily removed from the **Home** must be specified on the **Schedule**

It's important that **You** insure for the full amount as these "sums insured" represent the maximum that **We** will pay in the event of a claim

If **You** have any doubt on the adequacy of the amount **You** are insured for under this **Policy You** should immediately consult with **Your broker** who will assist **You** in ascertaining adequate amounts for the property concerned

Definitions

Wherever the following words appear in bold in this insurance **Policy** they will have the meanings shown below

accidental damage - unintended damage caused by sudden and unexpected external means

bedroom – a room used as or originally built to be a **bedroom**, even if it is now used for other purposes - **Added**

bodily injury - death or physical trauma

buildings - the permanent structure of **Your home** including permanently installed fixtures fittings, decorations, domestic fixed oil-tanks, tennis courts, swimming pools, walls, gates, fences, paved paths and terraces, patios, drives all situated on the same site at the address specified in the **Schedule** which **You** own or for which **You** are legally responsible

Pool covers, satellite dishes, aerials and masts are deemed to be **contents** and are excluded (covered under the **contents** section)

computer(s) - Any desktop or laptop and any connected (physically or by wireless) peripheral device BUT EXCLUDING any games and/or multimedia console games and/or multimedia console

computer virus - set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature Computer virus includes but is not limited to 'Trojan Horses', 'Worms' and 'Zombies'

contents - household goods, personal possessions and tenant's fixtures and fittings (**Your** fixtures and fittings if **You** do not own the **building** or **You** are not responsible for insuring the **building**) at **Your premises** all belonging to **You** or for which **You** are legally responsible

including

contents in domestic outbuildings and garages; but not exceeding any amount over £3,000 or 3% of the sum insured for contents, whichever is the greater, in total with a maximum limit on any one article of £1,000 unless agreed otherwise by $\bf Us$ and specified on the **Schedule**

homeworking office equipment but not exceeding £5,000 in total with a maximum limit any one item of £1,000

Money up to £500 in total

credit cards up to £1,000 in total

personal effects (excluding money)of persons visiting **You**, with **Your** consent, up to £250 per person provided that such effects are not otherwise insured by the visitor or guest

property in the open including garden furniture, garden machinery, permanently fixed statues and ornaments, pool covers and other similar articles which are normally kept outdoors but within the boundaries of **Your home** up to £2,500 in total with a maximum limit any one article of £500 (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **Your home**)

radio and television aerials, satellite dishes and their fittings and masts which are attached to **Your home**

valuables but not exceeding £1,500 in respect of any one item/set or collection unless specified otherwise on the **Schedule**

jewellery; - up to 33.3% of the **contents** sum insured as shown on the **Schedule** but not exceeding £1,500 any one item/set or collection unless agreed otherwise and specified on the **Schedule** – **Deleted**

The maximum amount payable in respect of valuables is as follows:

- One bedroom property maximum payable £7,000.
- Two bedroom property maximum payable £8,500.
- Three bedroom property maximum payable £10,000.
- Four bedroom property maximum payable £12,500.
- Five bedroom property maximum payable £15,000.

BUT EXCLUDING

- motorised vehicles including motorcycles other than
 - motorised domestic gardening equipment, golf carts, models and toys
 - vehicles designed to assist disabled persons which are not registered for road use;
 - motorcycles with an engine capacity less than 51cc and quad bikes not registered for road use and used solely within the boundaries of the land belonging to the home
- caravans, trailers and non-motorised horse boxes
- aircraft or anything for manned flight
- watercraft other than non-motorised dinghies, canoes, kayaks surfboards, windsurfers or accessories
- any animal or living creature
- any part of the buildings
- property and tools held for business purposes other than homeworking office equipment up to £5,000
- property insured by any other section of this Policy or otherwise more specifically insured

credit cards - credit cards, charge cards, debit cards, bankers cards and cash dispenser cards

electronic data - facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Endorsement - change in the terms and conditions of this insurance Policy agreed by Us in writing

excess - the first monetary amount of a claim which **You** are required to pay after the final agreed value of the claim has been established

family - any of **Your** family members (including adopted children, step-children and foster children) fiancé(e)s, cohabiters or partners

family does not include boarders, lodgers, paying guests or tenants

flood - any inundation of water such as from rivers, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow

Examples of **floods** include (but are not limited to) Sewers backing up and water or sewage entering property through drains and toilets; Temporary rise in ground water levels; Heavy rain causing flash flooding; Water running off third party land; River bursting its banks

games and//or multimedia consoles - any console (including portable and handheld) used for the purpose of gaming and/or streaming/ playing media (visual and/or audio)

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 BUT EXCLUDING fields, woods, paddocks

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

home - Your private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **Schedule**

homeworking office equipment - any computer, office equipment or furniture used for or in connection with **Your** business or profession

jewellery - including but not limited to watches items containing gemstones gold silver or other precious or semi-precious metals or stones or articles composed wholly or in part of any of them

Landslip - downward movement of sloping ground

Occupant – you or a person or persons authorised by You to stay in the Home overnight

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 belonging to **You** or for which **You** are legally responsible and held by **You** for private or domestic purposes

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 effects – clothing, jewellery, furs, baggage, sports equipment, musical instruments, portable computers and games and/or multimedia games and/or multimedia consoles, mp3 players, binoculars, telescopes, cameras and other similar items of a personal nature, normally worn used or easily carried and conveyed by hand by **You** in **Your** daily life which **You** own or for which **You** are responsible

BUT EXCLUDING

Money, credit cards securities car keys, car alarm controls and pedal cycles

premises - the insured address which is named in the Schedule

sanitary ware – washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels

Schedule - the **Schedule** forms part of this insurance contract and contains details of **you**, the premises and sums insured to be covered; the **period of insurance** the sections of this insurance covered along with any additional **endorsements** warranties and conditions which may apply where necessary

standard construction - unless otherwise stated on the **Schedule** the main premises of the **home** must be built of brick, stone or concrete and roofed with slates, tiles, concrete or metal except that up to 20% of the total roof area (excluding garages) may be bituminised felt or similar permanent deck

Subsidence - downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves

territorial limits - include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries

unoccupied - the property is unoccupied when it has not been lived in for more than 30 consecutive days

valuables – art, furs, antiques and collectibles of particular value due to their age, style, artistic merit or collectability including: furniture, pictures, paintings, jewellery, porcelain, china, glass and items of a brittle

nature, gold, silver or gold and silver plated items, stamps and coin collections; and collections or sets of objects whose value lies in the existence of the collection or set rather than in an individual item of it

We / us / our - IPH Insurance Services (UK) Limited

You / Your / insured - the person or persons named in the **Schedule** and all members of their **family** who permanently live in the **home**

Your broker - the insurance broker who placed this insurance on Your behalf

General Conditions applicable to the whole of this Insurance (see also claims conditions)

Your Duties

1) You must take all reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew your policy.

Please tell Your broker within 14 days of You becoming aware of any changes to the information You provided when applying for this insurance. Please contact Your broker if you require a copy of your Statement of Insurance or your schedule.

You must also tell Your Broker within 14 days of You becoming aware:

- of any intended alterations, extension or renovation to the buildings. You do not need to tell Us about internal alterations to the buildings unless you are creating an additional bedroom.
- of any change of people insured, or to be insured,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in your Schedule,
- of any change to the use of the Home. For example if the Buildings are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the buildings. For example, if the Buildings are to stop being your permanent residence or are to be Unoccupied for any continuous period exceeding 30 days, or
- that any member of your household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If you are in any doubt, please contact Your broker.

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 the Policy.

Important Notice:

Please note that if the information provided by you is not complete and accurate, 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.

Data Protection

IPH Insurance Services (UK) Ltd 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: www.iphinsurance.com/privacy-policy. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Law applicable to Contract

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 that which applies to the part of the United Kingdom in which you are based, or if you are based in the Channel Islands or the Isle of Man, the law of whichever of these two places in which you are based.

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 are based, or, if you are based in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you are based.

General Exclusions applicable to the whole of this Insurance

1 Radioactive Contamination and Nuclear Assemblies

We will not pay for any loss or damage or legal liability or any other claim directly or indirectly caused by or contributed to by or arising from

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

2 War civil war and confiscation

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

3 Sonic Bangs

We will not pay for any loss or damage arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

4 Gradually Operating Cause

We will not pay for any loss or damage due to any gradually operating cause including but not limited to wear and tear, moth/vermin infestation, corrosion, rust, oxidation, warping, shrinkage, damp, wet or dry rot, mould or frost.

5 Rot

We will not pay for 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.

6 Defective construction or design

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 materials.

7 Market Value

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

8a) Terrorism For Standard Household

Biological and Chemical Contamination Exclusion Clause

We will not pay for

- 1) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) or 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 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, threathened, 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, idealogical or similar nature.

8b) Terrorism For Let Properties

We will not pay for 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 - 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**

9 Pollution and Contamination

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease, including but not limited to foot and mouth disease, pollution, adulteration or impurification, or due to any limitation or prevention of the use of objects because of hazards to health

This exclusion does not apply if such loss or damage arises out of one or more of the following perils: Fire, lightning, explosion, impact of aircraft, vehicle impact, accidental escape of water from any tank, apparatus or pipe, riot, escape of oil from a domestic oil installation at **Your home**, civil commotion, malicious damage, storm, hail, flood, inundation, earthquake, landslide, subsidence, pressure of snow, avalanche, volcanic eruption.

10 Data Exclusion

We will not pay for any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) and loss of use, reduction in functionality or productivity, cost or expense of whatever nature resulting there from regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above this insurance will cover physical damage occurring during the **period of insurance** to the property insured by the **Policy** Should electronic data media insured by this **Policy** suffer physical loss or damage insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media However this insurance does not insure any amount pertaining to the value of such electronic data to **You** or any other party even if such electronic data cannot be recreated, gathered or assembled

11 Date Recognition

We will not pay for loss or damage, consequential loss or legal liability, directly or indirectly caused by or contributed to by or arising from any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly any date change

12 Unoccupancy

If **your home** is left without an authorised **occupant** for more than 30 consecutive days/nights without **our** written agreement this insurance will cover Fire/Lightning/Explosion and Earthquake only with immediate effect. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the **schedule**.

13 Theft or Wilful damage

We will not pay for any act of theft or wilful and deliberate or malicious damage by You or members of Your family or by any occupant tenant or sub-tenant of yours or any member of such tenant's or sub-tenant's family

14 Pre existing damage

We will not pay for any loss or damage occurring before the start date of the first period of insurance

15 Faulty Design/ Workmanship

We will not pay for any loss or damage arising from faulty design, specification, workmanship or materials

16 Contractors

We will not pay for any loss damage or liability arising out of the activities of contractors. For the purpose of exclusion a contractor is defined as any person, company or organisation working at **Your** home

17 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.

18 Other Insurances

We will not pay for any loss or damage to property more specifically covered by another **Policy** of insurance. This clause does not apply to fatal injury (section two-L)

19 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

Section one - Buildings

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

What is covered	What is not covered (see also General Exclusions)
Loss or damage to Your building resulting from	We will not pay
1. fire, lightning, explosion or earthquake	a) the standard excess in the Schedule
2. storm, flood or weight of snow	a) the standard excess in the Schedule
	b) for loss or damage caused by subsidence heave or landslip
	c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, hedges and fences
	d) for 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
	e) damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
	f) loss or damage to any moveable contents in the open
3. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting	a) the standard excess in the Schedule
maliciously(including malicious acts and vandalism)	b) for loss or damage while the buildings are unoccupied unless otherwise agreed by Us
	c) for loss or damage caused by Your tenant, guest or visitor
escape of water from and frost damage to fixed water tanks, apparatus or pipes(including but not	a) the standard excess in the Schedule
limited to washing machine, dishwasher and domestic fish tanks)	b) for loss or damage caused by subsidence, heave or landslip
	c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, hedges and fences
	d) damage to the apparatus from which the water escapes
	e) for loss or damage while the buildings are unoccupied unless otherwise agreed by Us
5. escape of oil from a fixed domestic oil-fired	a) the standard excess in the Schedule
heating installation and smoke damage caused by a fault in any fixed domestic heating installation	b) for loss or damage while the buildings are unoccupied unless otherwise agreed by Us

	c) for loss or damage due to wear and tear or any gradually operating cause
	d) for loss or damage caused by faulty workmanship
6. collision or impact involving any vehicle, train,	a) the standard excess in the Schedule
aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamp post, telegraph pole, aerial or satellite dish	b) loss or damage caused by domestic pets owned by You
	c) for loss or damage arising from the cutting down or cutting back or felling of trees or branches
	d) the cost of removing fallen trees unless the buildings are damaged when the tree fell
	e) for loss or damage to gates or fences
7. theft or attempted theft	a) the standard excess in the Schedule
	b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by Us)
	c) for loss or damage caused by You, Your domestic employees, boarders, lodgers, paying guests or tenants
	d) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry and/or exit
8. subsidence or heave of the site upon which the buildings stand or landslip	a) the subsidence excess in the Schedule
	b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
	c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
	d) for loss or damage arising from faulty design, specification, workmanship or materials
	e) for loss or damage which compensation has been provided for or would have been, but for the existence of this insurance, under any contract or a guarantee or by law
	f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
	g) for loss or damage caused by the settlement or bedding down of new structures or the settlement or movement of newly made up ground or caused by coastal erosion

Extra Covers In addition to covering damage to Your home at Your premises arising from causes 1 to 8 We also provide the following covers	What is not covered(see also General Exclusions) We will not pay
A) ACCIDENTAL DAMAGE TO GLASS & SANITARY FITTINGS	a) the standard excess in the Schedule
The cost of repairing accidental damage to	b) for loss or damage while the buildings are unoccupied(unless otherwise agreed by Us) c) for loss or damage while the home is lent, let or sub let unless the loss or damage follows a violent and forcible entry and/or exit
B) ACCIDENTAL DAMAGE TO MAINS SERVICES	a)the accidental damage excess in the Schedule
The cost of repairing accidental damage caused by external and visible means from a single identifiable event to • domestic oil pipes	b) for damage due to wear and tear or any gradually operating cause
 underground water-supply pipes underground sewers drains and septic tanks underground gas pipes underground cables which belong to You or for which You are legally responsible for 	c) more than £2,500 in any period of insurance. If You claim for such a loss under sections one and two, We will not pay more than £2,500 in total
C) GARDEN COVER	a) the accidental damage excess in the Schedule
The costs You have to pay to restore Your garden following loss or damage by fire, lightning, explosion,	b) more than £250 for any plant tree or shrub
earthquake, aircraft and other flying devices, theft or attempted theft or damage caused by malicious persons or the Emergency Services	c) more than £2,500 in total
D) LOSS OF RENT/ALTERNATIVE ACCOMODATION We will pay:	a) any amount over 20% of the sum insured for the buildings damaged or destroyed
loss of rent due to You which You are unable to recover	b) the cost of food and drink
necessary costs of comparable alternative accommodation which You have to pay for if You usually live in the home but cannot	c)fuel bills council tax or other charges which You would have paid if You were still living in the home
because of loss or damage to the buildings of Your home at Your premises arising from a cause listed in this section	d) any increased cost for alternative accommodation which is of a higher standard than that provided by the home or part of the home in which You live
	e) any rent or costs where the letting has not been notified to Us
	f) rent or costs for any period longer than is necessary to make good the insured damage
	g) if You claim for such loss under sections one and

ny expenses for preparing a claim or an estimate as or damage ny costs if Government or local authority irements have been served on You before the or damage
ore than £1,000 in any period of insurance ou claim for such loss under sections one and We will not pay more than £1000 in total
e standard excess in the Schedule ore than £5,000 in any period of insurance ou claim for such loss under sections one and We will not pay more than £5,000 in total ore than £2,500 in any period of insurance for a or leak outside the home. ou claim for such loss under sections one and We will not pay more than £2,500 in total

Optional Cover	What is not covered(see also General Exclusions)
Accidental Damage to the Buildings Extension 1	We will not pay
The following extension to cover applies ONLY if the Schedule shows that accidental damage to the buildings is included	
Accidental damage to the buildings at Your home at	a) the accidental damage excess in the Schedule
Your premises	b) for damage or any proportion of damage which We specifically exclude elsewhere under section one
	c) for damage caused by subsidence, heave or landslip
	d) for damage while the home is being altered, repaired, cleaned, maintained or extended
	e) for damage to outbuildings and garages which are not of standard construction
	f) for damage while the home is lent, let or sublet
	g) for the cost of general maintenance h) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
	i) for damage arising from faulty design specification, workmanship or materials
	j) for damage from mechanical or electrical faults or breakdown
	k) for damage caused by dryness, dampness, extremes of temperature or exposure to light
	I) for damage to swimming pools, tennis courts, drives, patios and terraces, walls gates and fences and fuel tanks
	m) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
	n) for loss or damage while the buildings are unoccupied (unless otherwise agreed by Us)

Section two - Contents

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

What is covered	What is not covered (see also General Exclusions)
loss or damage to Your contents resulting from	We will not pay
1. fire, lightning, explosion or earthquake	a) the standard excess in the Schedule
2. storm, flood or weight of snow	a) the standard excess in the Schedule
	b) for any property in the open
	c) damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
	d) loss or damage to any moveable contents in the open
3. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting	a) the standard excess in the Schedule
maliciously (including malicious acts and vandalism)	b) for loss or damage while the buildings are unoccupied unless otherwise agreed by Us
	c) for loss or damage caused by Your tenant, guest or visitor
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes(including but not	a) the standard excess in the Schedule
limited to washing machines, dishwashers and domestic fish tanks)	b) for loss or damage caused by subsidence, heave or landslip
	c) for loss or damage while the buildings are unoccupied unless otherwise agreed by Us
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a	a) the standard excess in the Schedule
fault in any fixed domestic heating installation	b) for loss or damage due to wear and tear or any gradually operating cause
	c) for loss or damage caused by faulty workmanship
	d) more than £1,000 for domestic oil in fixed fuel oil tanks
6 . collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or	a) the standard excess in the Schedule
falling from them, animal, falling trees, lamp post, telegraph pole, aerial or satellite dish	b) for loss or damage caused by domestic pets owned by You
	c) for loss or damage arising from the cutting down or cutting back or felling of trees or branches
	d) for the cost of removing fallen trees unless the buildings are damaged when the tree fell
	e) for loss or damage to gates or fences

7. theft or attempted theft	a) the standard excess in the Schedule
	b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry and/or exit
	c) for loss or damage caused by You , Your domestic employees, boarders, lodgers, paying guests or tenants d) for loss or damage while the buildings are unoccupied (unless otherwise agreed by Us)
	e) for loss or damage by deception unless the only deception practised is to gain entry to Your home
	f) for loss or damage unless the loss or damage follows a violent and forcible entry and/or exit.
	g) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
8. subsidence or heave of the site upon which the	a) the subsidence excess in the Schedule
buildings stand or landslip	b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
	c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
	d) for loss or damage arising from faulty design specification, workmanship or materials
	e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
	f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
	g) for loss or damage caused by the settlement or bedding down of new structures or the settlement or movement of newly made up ground or caused by coastal erosion

Extra Covers In addition to covering damage to Your contents at Your premises arising from causes 1 to 8	What is not covered (see also General Exclusions) We will not pay/
A) Accidental damage to: televisions and satellite decoders	a) the accidental damage excess in the Schedule
 audio and video equipment and the like radios computers and games and//or multimedia consoles 	b) for damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling or misusing the item.
all situated within Your home which You own or for	c) for damage to films, records, CD's, DVD's,

which You are legally responsible cassettes, discs or computer software d) for loss or damage to television sets, caused while using electronic gaming equipment. e) for mechanical or electrical faults or breakdown faulty or defective design, workmanship or materials or use not in accordance with the manufacturer's instructions f) for loss or damage while the buildings are unoccupied (unless otherwise agreed by **Us**) g) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry and/or exit h) for loss or damage caused by domestic pets owned by You B) HOUSEHOLD REMOVAL a) the standard excess in the Schedule Fire, lightning, explosion earthquake, theft or attempted theft only while Your contents are being b) for contents outside the territorial limits moved to **Your** new **home** or to or from any bank, Safe deposit or furniture store/depositary c) for money or credit cards d) any amount over 20% of the sum insured under section two for contents being removed from a furniture store/depository to Your new home C) METERED WATER a) more than £1,000 in any period of insurance Increased domestic metered water charges You have to pay following an escape of water which If You claim for such loss under sections one and two We will not pay more than £1,000 in total gives rise to an admitted claim under number 4 of section two D) ACCIDENTAL DAMAGE TO GLASS & a) the standard excess in the Schedule SANITARY FITTINGS The cost of repairing accidental breakage of b) for loss or damage while the buildings are fixed glass and double glazing **unoccupied** (unless otherwise agreed by **Us**) sanitary ware c) for loss or damage while the **home** is lent, let or all forming part of the buildings which you are legally responsible as a tenant and do not have sub let unless the loss or damage follows a violent and forcible entry and/or exit any other insurance for glass tops and fixed glass in furniture ceramic hobs E) TEMPORARILY REMOVED a) the standard excess in the Schedule The **contents**, if these are not already insured, whilst they are temporarily removed from the b) for contents outside the territorial limits premises against loss or damage directly caused by any of the events insured under numbers 1-8 in this c) for money, credit cards or pedal cycles section while the contents are: in any occupied private dwelling d) any amount over 20% of the sum insured under in any buildings where You are living or section two for contents in a furniture store/depository working in any building for valuation, cleaning or e) for loss or damage to property which has been removed for sale or exhibition purposes in any furniture store/depository in any bank or safe deposit f) for damage or deterioration caused during any process of cleaning, repair, maintenance,

	renovation, dismantling, dyeing, heating or washing
F) LOSS OF KEYS	a) the standard excess in the Schedule
Costs You have to pay for replacing locks to safes, Alarms and outside doors in the home following theft or loss of Your keys	b) any amount over £1,500 in total
G) CHRISTMAS GIFTS	a) the standard excess in the Schedule
Loss of or damage to Christmas Gifts by any cause insured by section two whilst in the home during the month of December	b) any amount over 20% of the sum insured under section two for the contents
	c) for property excluded under the contents definition of this Policy
H) WEDDING &CIVIL PARTNERSHIP GIFTS	a) the standard excess in the Schedule
Loss of or damage to Wedding/Civil Partnership Gifts by any cause insured by section two whilst in the home during the period one month before and one month after the wedding	b) any amount over 20% of the sum insured under section two for the contents
, and the second	c) for property excluded under the contents definition of this Policy
I) LOSS OF RENT/ALTERNATIVE ACCOMODATION For as long as the buildings are uninhabitable following loss or damage which is covered under	a) any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed
section two	b) If You claim for such loss under sections one and
 We will pay: up to twelve months rent You have to pay as occupier 	two We will not pay more than 20% of whichever section (one or two)has the greater maximum sum insured in total
 necessary costs of comparable alternative accommodation which You have to pay for until the building is repaired or reinstated 	
The reinstatement must be done without delay	
J) TENANTS ACCIDENTAL DAMAGE TO BUILDINGS	a) the accidental damage excess in the Schedule
Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two	b) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
	c) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings
	d) for loss or damage arising from subsidence, heave or landslip
	e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)
	f) for loss or damage while the buildings are unoccupied (unless otherwise agreed by Us)
K) MAINS SERVICES	a) the accidental damage excess in the Schedule
The cost of repairing accidental damage caused by external and visible means from a single identifiable	b) for damage due to wear and tear or any gradually
external and visible means nom a single identifiable	b) for damage due to wear and tear or any gradually

event to to:

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

which You are legally responsible for as tenant only

L) FATAL INJURY

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 as a result of such injury for the following amounts:

- £10,000 for each insured person over the age of majority in the United Kingdom
- £5,000 for each insured person under the age of majority in the United Kingdom at the time of the incident

M) DOMESTIC FREEZER COVER

The cost of replacing **Your** food in **Your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes

- operating cause
- c) more than £2500 in any period of insurance
- If You claim for such loss under sections one and two We will not pay more than £2,500 in total

- a) the standard excess in the Schedule
- b) for loss or damage caused by any electricity or gas company cutting off or restricting **Your** supply
- c) for loss or damage due to the failure of **Your** electricity or gas supply caused by a strike or any other industrial action
- d) for loss or damage to the contents of **Your** fridge or freezer if it is 10 years of age or older
- e) for loss or damage or deterioration caused by **Your** wilful act or neglect
- f) any amount exceeding £500 per unit(unless otherwise agreed by **Us**)
- **N)** REINSTATEMENT OF DEEDS & DOCUMENTS Loss or damage to **Your** deeds, registered bonds and other personal documents by any cause insured by section two but only for the value of the materials as stationary together with the cost of clerical labour in re-writing them
- a) the standard excess in the Schedule
- b) any amount greater than £2,500 in total

O) ACCIDENTS TO DOMESTIC STAFF

We will indemnify You for amounts You become legally liable to pay (including costs and expenses which We have agreed in writing) to any person who is in Your personal domestic service and is under a contract of service with You

- for loss of or damage to property
- for death, injury, illness or disease

by accident happening during the **period of insurance** and result from the work they are employed to do within the **territorial limits**

- a) for loss of or damage to property, death, injury, illness or disease arising directly or indirectly:-
 - from any motor vehicle, caravan, trailer, watercraft boards or any other craft designed to be used in or on water, aircraft or parts and accessories for any of them outside the premises
 - from any vehicle used for racing, pace making or speed testing
 - from Your job or while You are carrying on any profession, occupation, business or employment
 - from any communicable disease or condition

b) anywhere outside the territorial limits unless otherwise agreed by **Us** and specified on the Schedule c) We will not pay more than £5,000,000 for anyone accident or series of accidents arising out of anyone event including the costs and expenses which We have agreed in writing **Optional Cover Accidental Damage to the** What is not covered (see also General Exclusions) **Contents Extension 1** We will not pay:-The following extension to cover applies ONLY if the Schedule shows that accidental damage to the contents is included Accidental damage to the contents within the a) the accidental damage excess in the Schedule home b) for damage or any proportion of damage which We specifically exclude elsewhere under section two c) for damage to contents within garages and outbuildings d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon e) for damage caused by chewing, tearing, scratching or fouling by animals f) any amount over £1,500 in total for porcelain, china, glass and other brittle articles (unless otherwise notified to Us) g) for money, credit cards, documents or stamps h) for damage to contact, corneal or microcorneal lenses i) for damage while the **home** is lent, let or sublet j) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause k) for damage arising out of faulty design, specification, workmanship or materials I) for damage from mechanical or electrical faults or breakdown m) for damage caused by dryness, dampness, extremes of temperature and exposure to light n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination o) for loss or damage while the **buildings** are unoccupied (unless otherwise agreed by Us)

Section three - Personal effects

This section applies only if the contents are insured under section two

This section applies only if the contents are insured u	
What is covered	What is not covered (see also General Exclusions)
We will indemnify You	We will not indemnify You
Your personal effects, money and credit cards as detailed in the Schedule of this Policy in the following categories:-	
Unspecified personal effects to a maximum of	
£1,500 any one item/pair or set. Any item with a value above £1,500 will not be covered unless specified in the Schedule	
2. Specified personal effects with a value exceeding £1,500 any one item/pair or set as specified in the Schedule	
Money and credit cards as specified in the Schedule	
Where they are covered	
whilst in Your custody anywhere in the territorial limits and temporarily elsewhere within the geographical limits shown in the Schedule for a period not exceeding 60days in any one period of insurance	
What is covered This section of the insurance covers:-	What is not covered (see also General Exclusions) We will not pay
A) PERSONAL EFFECTS (Unspecified & Specified) Accidental loss or damage by any external or visible	a) the accidental damage excess in the Schedule
cause	b) for damage from electrical or mechanical faults or breakdown or inherent defect
	c) any amount over £1,500 for any one item/pair or set unless stated otherwise in the Schedule or the specification(s) attached to the Schedule
	d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon
	e) for damage to guns caused by rusting or bursting of barrels or whilst in the course of use
	f) for loss or damage of any sports equipment whilst in the course of play or use
	g) for any loss of or damage to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by Us)
	h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under Your personal supervision

- i) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms
- j) any amount over £2,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant providing the property is within a locked boot or otherwise concealed
- k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant and the property is not left within a locked boot or otherwise concealed
- I) for any loss or damage caused by the breaking of strings, reeds or drumheads forming part of any musical instrument
- m) for mobile phones more specifically insured elsewhere
- n) for any loss or damage to remote controlled models when they are being used
- o) for loss or damage to dinghies, canoes, kayaks, surfboards or windsurfers whilst in the course of use in water, white water or fast flowing water or arising out of sinking or stranding
- p) for loss or damage to tents caused by storm, flood, or weight of snow
- q) for loss or damage to pedal cycles unless specifically shown in the **Schedule** under section three optional extension 1

B) MONEY & CREDIT CARDS

- theft or accidental loss of money
- any amounts which You become legally liable to pay as a result of unauthorised use following loss or theft of Your credit card((s)),

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

- within 24 hours of **Your** discovering any such loss or theft **You** have notified the police and
- In the case of credit card((s))the card issuing company and
- You have complied with all other conditions under which Your credit card((s))were issued to You

- a) the standard excess in the Schedule
- b) to make up any shortages due to error or omission
- c) for loss of value
- d) more than the sum insured shown on the **Schedule**

	[]
Pedal Cycles Optional Extension 1	What is not covered (see also General Exclusions)
The following extension to section three applies only if the Schedule shows that pedal cycles are included	We will not pay
The cost of repairing or replacing Your pedal cycles following: • theft or attempted theft • accidental damage anywhere in the territorial limits	a) the accidental damage excess in the Schedule b) for loss or damage to
	g) more than the sum insured shown in the Schedule
Students Personal Possessions Optional Extension 2	
The following extension to section three applies only if the Schedule shows that student's personal possessions are included	
Accidental damage loss to items belonging to or in the custody of members of Your family whilst residing away from Your home in University approved: • Halls of Residence; • and/or accommodation for the purpose of further education	a) the accidental damage excess in the Schedule b) theft of unattended articles unless such articles have been taken following a violent and forcible entry and/or exit in addition to the exclusions listed in section three (part A a—q) c) any amount over £2,500 in total

Section four - Legal Liability to the Public

This section applies only if the **Schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance

Part A

Part A of this section applies in the following way

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

What is covered	What is not covered (see also General Exclusions)
We will indemnify You	We will not indemnify You
(i) as owner or occupier for any amounts You	a) for bodily injury to:
become legally liable to pay as damages for	• You
bodily injury	 any other permanent member of the home
 damage to property 	 any person who at the time of sustaining
caused by an accident happening at the premises	such injury is engaged in Your service
during the period of insurance	
OD	b) for bodily injury arising directly or indirectly from
OR	any communicable disease or condition
(ii) as a private individual for any amounts Vau	
(ii) as a private individual for any amounts You become legally liable to pay as damages for	c) arising out of any criminal or violent act to another person
bodily injury	person
damage to property	d) arising directly or in directly from Your job or while
caused by an accident happening anywhere in the	You are carrying on any profession, occupation,
world during the period of insurance	business or employment
3	
	e) which You have assumed under contract and
	which would not have otherwise have attached
	f) arising out of ownership possession or use of:
	i) any motorised or horse drawn vehicle being
	used on any roadway defined within the Road
	Traffic Act 1992 and any subsequent
	amendments other than:
	motorcycles with an engine less than 51cc,
	motorised quad bikes, models, toys and
	domestic gardening equipment used within
	the boundaries of the land belonging to You
	at the premises
	 pedestrian controlled gardening equipment
	used elsewhere
	vehicles designed to assist disabled persons
	which are not registered for road use
	ii) any power-operated lift
	iii) any aircraft other than powered model aircraft

with an engine capacity not exceeding 10cc and/or wing span not exceeding 188 metres and non-powered model aircraft unless such model aircraft are participating in flying displays

iv) any animal other than cats, horses or dogs (see v below)

v) any dog as defined under the Dangerous Dogs Act(1991) that is Pitbull Terriers, Japenese Tosas, the Dogo Argentinos, the Fila Brasilerios, any cross-breeds of these dogs "appearing to be bred for fighting or to have the characteristics of a type bred for that purpose"

vi) any water craft or board designed to be used on or in the water other than sailboards. surfboards, windsurfers or those solely propelled by oars or paddles which are hand or foot operated

g) arising out of Your ownership, occupation, possession or use of any land or building that is not within the premises

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 address(es) named in the Schedule; and
- reported to **Us** not later than 30days 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) if **You** are entitled to indemnity under any other insurance including but not limited to any house or travel insurance until such insurance(s) is exhausted
- j) the standard excess in the Schedule in respect of each and every claim for damage to third party property

Part B

What is covered We will pay for:-

What is not covered (see also General Exclusions) We will not indemnify You:a) for any amount in excess of £250,000

Sums which have been awarded by a court in the territorial limits and which still remain unsatisfied 3 months after the award has been made provided that

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

Part C	
What is covered We will indemnify You for:-	What is not covered (see also General Exclusions) We will not 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	a) for any liability if You are entitled to indemnity under any other insurance
	b) for the cost of repairing any fault or alleged fault
	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

Limit of Insurance

We will not pay

- in respect of pollution and/or contamination :more than £2,000,000 in all
- in respect of other liability covered under section four:more than £2,000,000 in all for Part A and C and £250,000 for Part B for any one accident or series
 of accidents arising out of any one event including the costs and expenses which **We** have agreed
 in writing

Claims Conditions applicable to the whole of Sections one to four of this Insurance

Your duties

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

- 1 **You** must notify **Your broker** as soon as possible giving full details of what has happened
- 2 **You** must provide **Your broker** with written details of what has happened within 30 days and provide any other information **We** may require
- 3 **You** must forward to **Your broker** within 3 days notice of the claim if a claim for liability is made against **You** any letter claim writ summons or other legal document **You** receive
- 4 **You** must inform the Police as soon as possible following malicious acts violent disorder riots or civil commotion theft attempted theft or lost property
- 5 You must not admit liability or offer or agree to settle any claim without Our written permission
- 6 **You** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 7 You must take care to limit any loss, damage or injury
- **8 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 them.
- **9 You** must not abandon any property to **us** without **our** written permission.

If You fail to comply with any of the above duties this insurance may become invalid

How We deal with Your claim

1. Defence of claims

We may

- take full responsibility for conducting defending or settling any claim in Your name
- take any action We consider necessary to enforce Your rights or Our rights under this insurance

2. 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-L).

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 wilful act or connivance

then:-

- we shall not pay the claim
- we shall not pay any other claim which has been or will be made under the insurance
- we may at our option declare the insurance void
- we shall be entitled to recover from you the amount of any claim already paid under the insurance since the last renewal date

- we shall not return any premium
- we may inform the Police of the circumstances

If you need to make a claim under this policy, please contact your broker straight away at:

IPH Insurance Services (UK) Ltd IPH House Stirling Way Borehamwood Herts WD6 2BT

Tel: 020 8905 2888 Email: 020 8207 2878

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, please provide:

- Your name, address, and contact telephone numbers
- Policy/Certificate number
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details and date 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.

(Please note that your broker will pass your claims details to Ryan Direct Group who administer claims on our behalf)

SECTION ONE: BUILDINGS

How We deal with Your claim

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 a good state of repair

Your Sum Insured

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

If **You** are under insured which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **Your** sum insured for the **buildings** then **We** will only pay a proportion of the claim For example if **Your** sum insured only covers one half of the cost of rebuilding the buildings **We** will only pay one half of the cost of repair or replacement

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.

Limit of Insurance

We will not pay more than the sum insured for each address(es) shown in the Schedule

SECTION TWO: CONTENTS

How We deal with Your claim

If **You** claim for loss or damage to the **contents We** will at **Our** option repair replace or pay for an 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, household linen or pedal cycles where **We** will take off an amount for wear and tear and depreciation

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

In the event of loss or damage to **valuables** where the value of any one article or pair or set the value exceeds £1,500 it will be necessary for a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered

Your Sum Insured

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

If **You** are under insured which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **Your** sum insured for the **contents** then **We** will only pay a proportion of the claim For example if **Your** sum insured only covers one half of the cost of replacing or repairing the **contents We** will only pay one half of the cost of repair or replacement

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.

Limit of Insurance

We will not pay any more than the sum insured for the contents of each address(es) shown in the Schedule

SECTION THREE: PERSONAL EFFECTS

How We deal with Your claim

We will at **Our** option repair, replace or pay for any article lost or damaged If any insured item which is part of a pair or set and has an insured value of £1,500 or over:

We will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set

We will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set

In the event of loss or damage to any one article or pair or set of articles where the value exceeds £1,500 it will be necessary for a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered

Your Sum Insured

If the total value of unspecified items at the time of the loss or damage is more than **Your** sum insured for such items then **We** will only pay for a proportion of the claim

For example if **Your** sum insured only represents one half of the total value of unspecified items **We** will only pay one half of the cost of repair or replacement

However if personal effects are lost or damaged away from the home **We** will not take account of the value of personal effects in the home at the time of such loss or damage

Limit of Insurance

We will not pay more than the sum(s) insured shown in the Schedule

Section Five - Jury Service

We will pay an insured person's salary or wages for the time that the insured person is off work while attending jury service for each half or whole day of their attendance as far as the salary or wages is not recoverable from the court or the insured person's employer

The amount **We** will pay is based on the time the insured person is off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day assuming that a whole day is eight hours

If the insured person works full time the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages

If the insured person works part-time the salary or wages will be a proportion of the insured person's salary or wages

Our Service to You

Complaints Procedure

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
Dr Peter Wong-Morrow Chairman & Chief Executive IPH Insurance Services (UK) Ltd IPH House Stirling Way Borehamwood Herts WD6 2BT	The Claims Team Ryan Direct Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062
Tel: 020 8905 2888 Fax: 020 8207 2878 Email: info@iphinsurance.com	Email: prestonclaims@ryandirectgroup.co.uk

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Policy related complaints	Claims related complaints
Pen Underwriting Complaints Spectrum Building 55 Blythswood Street Glasgow G2 7AT	Pen Underwriting Complaints Spectrum Building 55 Blythswood Street Glasgow G2 7AT
Tel: 0141 285 3539	Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com	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 which is an independent body that arbitrates on complaints. They can be contacted at the following address:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of **our** final response to refer a complaint to the Financial Ombudsman Service.

Your right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

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

Compensation

Legal & General Insurance Limited and ERGO Versicherung AG are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that the **Insurers** cannot meet their obligations The FSCS will meet the first £2000 of **Your** claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk