

Specially arranged by SEIB Insurance Brokers Limited.

SEIB Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority.



# SEIB INSURANCE BROKERS LIMITED EQUINE BUSINESS INSURANCE HOUSEHOLD EXTENSION

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#### **WELCOME**

Thank you for choosing the SEIB Equine Business Insurance Household Extension to protect **Your** property.

We want to help You understand Your Home Insurance policy and make You aware that the information You have provided is part of a legally binding contract of insurance with Us.

This policy document, **Schedule** and any **Endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **Your** cover is exactly what **You** need, and keep all documents in a safe place.

That policy is not complete without a policy **Schedule**. **Your** policy **Schedule** will be issued to **You** if **Your** application for insurance is accepted.

Your Home Insurance document is split into various sections. Not all sections of this policy may apply to You. The cover You have selected will be shown on Your Schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to You by Your Broker. You should ensure that:

- You are clear which sections of cover You have included, the details of which are shown on Your Schedule:
- the information You have given Us is accurate;
- You understand what each section covers and the restrictions and exclusions that apply;
- You are clear of what Your responsibilities are under the policy as a whole.

When drawing up this contract **We** have relied on the information and statements **You** have provided in **Your** application or subsequent renewals and **Your** premium has been based upon the information shown in the **Schedule** 

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

#### IMPORTANT INFORMATION ABOUT YOUR POLICY

#### The Insurers or Service Providers

This Home Insurance policy is underwritten by:

## Markel International Insurance Company Limited

Markel International Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202570. Registered in England and Wales number 966670. Registered address: 20 Fenchurch Street, London, EC3M 3AZ.

**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.

This policy is arranged by SEIB Insurance Brokers Limited who are an insurance intermediary.

## Your total peace of mind

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** unable to meet **Our** obligations to **You** under this insurance. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about this scheme is available from:

Financial Services Compensation Scheme 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 www.fscs.org.uk

#### THINGS WE NEED TO TELL YOU ABOUT

## Our Agreement with You

This policy is a legal contract between You and Us.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in this insurance or any **Endorsements** shown on the **Schedule**, against any loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** 

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

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

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

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

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

#### We or Your Broker will write to You if We-

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

If You become aware that the information You have given Us is inaccurate, You must inform Your Broker as soon as practicable.

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

#### Our use of language

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

## **Several Liability Notice**

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

## The Law applicable to this insurance

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

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

## Markel's Data Privacy Notice

**Your** insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds).

We collect and use relevant information about individual insureds to provide You with Your insurance cover and to meet Our legal obligations. This information includes individual insureds' details such as their name and address [and may include more sensitive details such as information about their health and criminal convictions]. We will process individual insureds' details, as well as any other personal information you provide to Us in respect of Your insurance cover, in accordance with Our full Markel privacy notice, a copy of which is available online at www.markeluk.com/privacystatement or on request.

#### SEIB Insurance Brokers Limited Data Protection Notice

**Your** privacy is important to SEIB Insurance Brokers Limited (SEIB). SEIB will process **Your** personal data in accordance with the applicable data protection law.

SEIB is the data controller in respect of any personal data which **You** provide to SEIB or which SEIB hold about **You** and any personal data which is processed in connection with the services SEIB provide to **You**.

Where **You** provide SEIB with personal data about a person other than yourself (such as a dependent or named person under a policy), **You** must inform them that **You** are providing their personal data to SEIB and will refer them to this notice.

To provide SEIB insurance related services. SEIB will collect and process **Your** personal data such as **Your** name, contact details, financial information and any information which is relevant to the insurance policy SEIB are providing. In order to provide **Your** insurance policy or when making a claim. SEIB may also need to collect or process 'special categories of personal data' such as information relating to **Your** health or criminal convictions or information which is likely to reveal **Your** religious beliefs.

SEIB process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing SEIB services will involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, SEIB service providers and professional advisors or business partners and SEIB regulators. In some circumstances SEIB may transfer **Your** personal data to countries outside of the European Economic Area. SEIB will put appropriate safeguards in place to ensure that **Your** personal data is protected.

SEIB may market SEIB services to **You** or provide **Your** personal data to SEIB related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

#### Fraud Prevention

SEIB need to carry out fraud, and anti-money laundering checks, and this will involve sharing **Your** personal data (such as **Your** name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange. If **You** make a claim SEIB will share **Your** personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

If false or inaccurate information is provided and fraud is identified, **Your** personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange and the Insurance Fraud Register run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, SEIB may need to process **Your** special categories of data such as criminal offence information and share it with fraud prevention agencies.

#### **Further Information**

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to SEIB's Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact SEIB's Data Protection Officer at South Essex House, North Road , South Ockendon, Essex RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk

#### **DEFINITIONS**

## Applicable to the whole of this insurance

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

## **Accidental Damage**

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

## **Bodily Injury**

Includes death or disease.

#### **Broker**

The intermediary who arranged this insurance on Your behalf.

#### **Buildings**

The **Home** and its decorations including:

- Fixtures and fittings attached to the Home,
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,
- Solar panels permanently attached to the main private dwelling which **You** own or for which **You** are legally responsible within the premises named in the **schedule**

#### Contents

Household goods, **Valuables** and **Personal Belongings**, within the **Home**, which are **Your** property or which **You** are legally responsible for.

#### Contents include:

- Tenants fixtures and fittings.
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**,
- Contents that are within the premises shown in the Schedule but not contained within the Home or outbuildings at the time of loss or damage up to £2,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home),
- Contents in outbuildings up to £2,500, unless otherwise stated in the Schedule,
- Deeds and registered bonds and other personal documents up to £2,500 in total,
- Valuables and Personal Belongings up to one third of the Contents sum insured, with the limit for any one item being £3,500 within the Home, unless otherwise stated in the Schedule,
- Office Equipment up to £5.000.
- Domestic oil in fixed fuel oil tanks up to £2,500,
- Pedal cycles up to £500 per pedal cycle within the Home, unless otherwise stated in the Schedule,
- Money and Credit Cards up to £500 in total, unless otherwise stated in the Schedule.

#### Contents does not include:

- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the Buildings.
- Any property held or used for business purposes other than as defined under Office Equipment,
- Any property insured under any other insurance,
- Landlords fixtures and fittings.

Credit Cards Includes charge cards, debit cards, banker's cards and cash dispenser cards.

Domestic Employee(s) Any person who carries out paid domestic duties for You within Your Home

and/or its gardens, other than in connection with Your business.

**Endorsement** A change in the terms and conditions of this insurance.

Excess The amount stated in this booklet or in the **Schedule** and payable by **You** in

the event of a claim.

Family Any Family (including adopted children, step-children and foster children),

fiancé(e)s, co-habitees or partners. 'Family' does not include lodgers or tenants.

**Heave** Upward and/or lateral movement of the site on which **Your Buildings** stand

caused by swelling of the ground.

Home The private dwelling and the garages and **Outbuildings** used for domestic

purposes at the premises shown in the Schedule, which You are legally

responsible for.

**Landslip** Downward movement of sloping ground.

Current legal tender, cheques, postal and money orders,

Postage stamps not forming part of a stamp collection,

· Savings stamps and savings certificates, travellers' cheques,

· Premium bonds, luncheon vouchers and gift tokens,

all held for private or domestic purposes.

**Occupant** A person or persons authorised by **You** to stay in the **Home**.

Office Equipment used in conjunction with Your business in the Home which belongs to You or for which You are legally responsible.

#### Office Equipment includes:

- Furniture.
- Computers and associated equipment
- Printers,
- · Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

## Office Equipment does not include:

- · Loss of magnetism or corruption of data;
- Compensation for You not being able to use the Office Equipment;
- Equipment more specifically insured by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- Money held for business purposes;
- · Loss or damage following the equipment being confiscated or repossessed;
- Loss or damage to computer software.

#### **Outbuildings**

Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one **Outbuilding**, unless specifically stated otherwise in the policy Schedule.

Unless otherwise agreed, Outbuildings do not include:

- Tree houses:
- Inflatable **buildings**; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

#### Period of Insurance

The length of time for which this insurance is in force, as shown in the Schedule and for which You have paid and We have accepted a premium.

## **Personal Belongings**

Personal Belongings are items that belong to You and are normally worn or carried on the person.

## Personal Belongings includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment.

#### Personal Belongings does not include:

- Tools used or held for business, professional or trade purposes,
- Valuables.
- Contact or corneal lenses or hearing aids unless otherwise specified in the Schedule
- Pedal cycles.
- Any property insured under any other insurance.

#### **Sanitary Ware**

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

#### Schedule

The **Schedule** is part of this insurance and contains details of **You**, the premises, the sums insured, the **Period of Insurance** and the sections of this insurance which apply.

#### Settlement

Downward movement as a result of soil being compressed by the weight of the **Buildings** within ten years of construction.

Standard Construction The Buildings which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

## Subsidence

Downward movement of the site on which Your Buildings stand by a cause other than the weight of the **Buildings** themselves.

#### **United Kingdom**

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

#### Unfurnished

Where the main **Buildings** are not furnished enough for **You** to live in.

#### Unoccupied

Where the Buildings have not been lived in by You for more than 30 consecutive days during the Period of Insurance.

Valuables Items of gold, silver or other precious metals, jewellery and furs, and other

collections (paintings, works of art etc.) which belong to You or are Your

legal responsibility.

We/Us/Our Markel International Insurance Company Limited (Markel).

You/Your/Insured The person or persons named in the Schedule and all members of Your

Family who permanently live in the Home.

## UK COMPLAINTS NOTICE - MARKEL INTERNATIONAL INSURANCE COMPANY LIMITED (MARKEL)

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for **Our** customers. If **You** are dissatisfied or have any complaints about **Your** policy or the handling of a claim **You** should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone:

+44 (0)20 7953 6020

By email:

complaints@markel.com

By writing to: Legal, Regulatory & Compliance Markel International Insurance Company Limited 20 Fenchurch Street London FC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **Our** best endeavours to comply with the timeframes set out below.

A complaint received by Markel (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

Complaints will be acknowledged in writing no later than five business days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.

**We** will try to resolve a complaint within four weeks and give a written final response, or send an interim response explaining why **We** are not yet in a position to resolve matters. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected. When **We** issue **Our** final response **We** will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises, small businesses, small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. If **You** do not refer **Your** complaint in time, the Ombudsman may not have **Our** permission to consider the complaint and will only be able to do so in very limited circumstances. For example if the Ombudsman believes that the delay was as a result of exceptional circumstances.

#### FINANCIAL SERVICES COMPENSATION SCHEME

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

**You** are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance **You** are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

You can visit their website at www.fscs.org.uk

#### **CANCELLING THIS POLICY**

## Within the Cooling-off Period

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

- the date **You** receive the policy documentation, or
- the start of the Period of Insurance.

whichever is the later.

Providing no claim has been made **We** will refund **Your** premium in full.

## **Outside of the Cooling-off Period**

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

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

## Our right to cancel this Policy

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

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

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

Where possible, We will try to seek an opportunity to resolve the matter with You.

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

## **Important Notice**

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

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

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

#### CLAIMS PROCEDURE

Although **We** hope that **You** will never need to make a claim on **Your** insurance policy. **We** have made everything as simple and straightforward as possible should **You** ever need to use **Our** claims service.

#### How to make a claim

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

If You need to make a claim under this policy, please contact Us straight away at:

#### **New Claims**

T\_l· 01708 850 000 Fmail<sup>.</sup> claims@seib.co.uk

Address: SEIB Insurance Brokers Limited

South Essex House North Road South Ockendon

**RM15 5RF** 

To help **Us** deal with **Your** claim quickly **We** may require **You** to provide **Us** with assistance and evidence that We require concerning the cause and value of any claim. Ideally, as part of the initial notification. You will provide:

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

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

## When You call Us, We may:

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

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

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

For Contents or Valuables and Personal Belongings claims, if an authorised repairer or supplier is used:

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

## **Payments**

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

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

#### **CLAIMS TERMS AND CONDITIONS**

## Applicable to the whole of this insurance

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

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

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

#### How We deal with Your claim

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

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

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

We have the right, if We choose, in Your name but at Our expenses to:

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

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

#### Other Insurance

**We** will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

#### **GENERAL CONDITIONS**

## Applicable to the whole of this insurance

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

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

#### Take Care

You must take care to provide complete and accurate answers to the questions We ask when You take out, amend, and renew Your policy.

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

You must always make sure that the sums insured shown in Your Schedule are adequate.

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

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

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

## **Changes in Circumstances**

Using the address on the front of **Your Schedule You** must tell **Us** within 14 days as soon as **You** know about any of the following changes:

- You are going to move Home permanently;
- Someone other than Your Family is going to live in Your Home;
- · Your Home is going to be used for short periods each week or as a holiday home;
- Your Home is going to be Unoccupied or Unfurnished;
- Work is to be done on Your Home which is not routine repair, maintenance or decoration, for example any structural alteration or extension to Your Home;
- You or any member of Your Family has received a conviction for any offence except for driving;
- Any increase in the value of Your Contents or the rebuilding cost of Your Buildings;
- Any part of Your Home is going to be used for any trade, professional or business purposes;
   There is no need to tell Us about trade, professional or business use if:
  - i. The trade, professional or business use is only clerical; and
  - ii. There are no staff employed to work from the **Home**; and
  - iii. There are no visitors to the **Home** in connection with the trade, profession or business; and
  - iv. There is no business **Money** or stock in the **Home**.

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

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

#### Transfer of Interest

You cannot transfer Your interest in the policy without Our written permission.

#### Fraud

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

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

#### Then:

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

#### **GENERAL EXCLUSIONS**

## Applicable to the whole of this insurance

#### 1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

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

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

- lonising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 2. 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.

## 3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the Period of Insurance;
- · Caused deliberately by **You** or any person lawfully in the **Home**.

#### 4. Pollution or Contamination Exclusion

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

- · When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens
  in its entirety at a specific moment of time during the Period of Insurance at the Home, and
- Reported to Us not later than 30 days from the end of the Period of Insurance,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

#### 5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

#### 6. Electronic Data Exclusion

We will not pay for:

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

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

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

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

#### 7. Terrorism Exclusion

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

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

#### 8. Confiscation Exclusion

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

#### 9. Loss of Value

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

#### 10. 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.

#### 11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, 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.

#### 12. 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.

Markel International Insurance Company Limited (Markel) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to **Our** business (collectively, Sanctions).

Markel is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Markel or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, **We** are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran – including because of significant difficulties in processing payments and other commercial and reputational considerations.

No insurers shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, **United Kingdom** or the United States of America.

Any Insurance Intermediary or **Broker** who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to **Us** in respect of any services provided to Markel or on Markel's behalf.

To comply with Sanctions, Markel may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Markel deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Markel will not be liable for this or for similar steps taken by third parties.

#### 13. Defective Design or Construction Exclusion

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

## **SECTION ONE - BUILDINGS**

The following cover applies only if the **Schedule** shows that **Buildings** are included:

What is covered:		What is not covered:
Pei	ss or damage to <b>Your Buildings</b> during the riod of Insurance caused by the following ured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
1.	Fire, smoke, lightning, explosion or earthquake.	
2.	Aircraft and other flying devices or items dropped from them.	
3.	Storm, flood or weight of snow.	<ul> <li>Loss or damage caused by Subsidence, Heave or Landslip other than as covered under number 9 of Section One,</li> <li>Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges,</li> <li>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water),</li> <li>Loss or damage to any moveable Contents in the open,</li> <li>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.</li> </ul>
4.	Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul> <li>Loss or damage caused by Subsidence, Heave or Landslip other than as covered under number 9 of Section One,</li> <li>Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers,</li> <li>Loss or damage caused by failure of or lack of sealant and/or grout.</li> </ul>
5.	Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.	
6.	Theft or attempted theft.	
7.	Collision or impact by any vehicle or animal.	Loss or damage caused by insects, birds, vermin or domestic pets.
8.	Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

What is covered:		What is not covered:
Per	s or damage to <b>Your Buildings</b> during the <b>iod of Insurance</b> caused by the following ured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
9.	Subsidence, or Heave of the site upon which the Buildings stand or Landslip.	<ul> <li>Loss or damage to domestic fixed fuel oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause,</li> <li>Loss or damage to solid floors, unless the walls of the Home are damaged at the same time by the same cause,</li> <li>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,</li> <li>Loss or damage caused by river or coastal erosion,</li> <li>Loss or damage caused by structures bedding down or Settlement of newly made up ground, shrinkage or expansion,</li> <li>Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.</li> </ul>
10.	Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11.	Falling trees, branches, telegraph poles or lamp-posts.	<ul> <li>Loss or damage caused by trees being cut down or cut back within the premises,</li> <li>Loss or damage to gates, hedges and fences.</li> </ul>
a.	The cost of Accidental Damage to:  Fixed glass and double glazing (including the cost of replacing frames),  Solar panels,  Sanitary Ware,  Ceramic hobs, all forming part of the Buildings.	
b.	The cost of <b>Accidental Damage</b> to:  Domestic oil pipes,  Underground water supply pipes,  Underground sewers, drains and septic tanks,  Underground gas pipes,  Underground cables, serving the <b>Home</b> and which <b>You</b> are legally responsible for.	

What is covered:		What is not covered:
Loss or damage to <b>Your Buildings</b> during the <b>Period of Insurance</b> caused by the following insured events:		Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
C.	If You have to move out of Your Home because of any loss or damage covered under Section One, We will pay You for one of the following expenses or losses We have agreed to:  Loss of rent due to You which You are unable to recover;  Additional costs of alternative accommodation, substantially the same as Your existing accommodation, which You have to pay for while the Buildings cannot be lived in following loss or damage which is covered under Section One.  We will only pay under this Section for the period Your Home is unfit to live in.	Any amount over 20% of the sum insured for the <b>Buildings</b> damaged or destroyed.
d.	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 under Section One.	<ul> <li>Any expense for preparing a claim or an estimate for loss or damage,</li> <li>Any costs if Government or local authority requirements have been served on You before the loss or damage.</li> </ul>
e.	Increased metered water charges <b>You</b> have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One.	More than £1,500 in any Period of Insurance. If You claim for such loss under Section One and Section Two, We will not pay more than £1,500 in total.
f.	Anyone buying the <b>Home</b> who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	Loss or damage if the <b>Buildings</b> are insured under any other insurance.
g.	The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the <b>Home</b> if the keys are lost or stolen anywhere in the world.	More than £5,000 in any Period of Insurance. If You claim for such loss under Section One and Section Two, We will not pay more than £5,000 in total.

What is	covered:	What is not covered:
Loss or damage to <b>Your Buildings</b> during the <b>Period of Insurance</b> caused by the following insured events:		Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
or o app insta the othe to fi	our Buildings are damaged by water il escaping from any fixed tanks, aratus, pipes or any fixed heating allation in Your Home, We will pay cost of removing and replacing any er parts of Your Buildings necessary and and repair the source of the and making good.	More than £5,000 in any Period of Insurance.
by for	nage to the <b>Buildings</b> caused orced access to deal with medical ergency or to prevent damage ne <b>Home</b> .	More than £5,000 in any Period of Insurance. If You claim for such loss under Section One and Section Two, We will not pay more than £5,000 in total.
their caus the	costs of reinstating the gardens to r original condition following damage sed by the Emergency Services at <b>Home</b> following a loss covered under tion One.	More than £2,500 in any <b>Period of</b> Insurance.
and have	costs of removing bees, wasps hornets nests from the <b>Home</b> which be been incurred by <b>You</b> and <b>We</b> agreed in writing.	<ul> <li>More than £500 in any Period of Insurance.</li> <li>The removal of any nests that existed before the Period of Insurance.</li> </ul>
have agreed in writing.  This extension covers <b>Accidental Damage</b> to the <b>Buildings</b> .		<ul> <li>a. Damage or any proportion of damage which We specifically exclude elsewhere under Section One,</li> <li>b. The Buildings moving, settling, shrinking, collapsing or cracking,</li> <li>c. Damage while the Home is being altered, repaired, professionally cleaned, maintained or extended,</li> <li>d. The cost of general maintenance,</li> <li>e. Damage from mechanical or electrical faults or breakdown,</li> <li>f. Damage caused by dryness, dampness, extreme of temperature or exposure to light,</li> <li>g. Damage to swimming pools or covers, gates and fences and fuel tanks,</li> <li>h. Damage caused by domestic pets,</li> <li>i. Depreciation in value.</li> </ul>

What is covered:	What is not covered:
Loss or damage to <b>Your Buildings</b> during the <b>Period of Insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
As owner of the Home 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.  We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, We will also pay any costs and expenses We have agreed in writing.	a. For Bodily Injury to:     You,     Any other permanent member of the Home,     Any person who at the time of sustaining injury is engaged in Your service, b. For Bodily Injury arising directly or indirectly from any communicable disease or condition, c. Arising out of any criminal or violent act to another person or property, d. 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, e. In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the Period of Insurance, f. Arising directly or indirectly out of any profession, occupation, business or employment, g. Which You have assumed under contract and which would not otherwise have attached, h. Arising out of Your ownership, possession or use of: i. Any motorised or horse-drawn vehicle other than:     Domestic gardening equipment used within the premises and     Pedestrian controlled gardening equipment used within the premises and     Pedestrian controlled gardening equipment used elsewhere, ii. Any power-operated lift other than stairlifts, iii. Any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, iv. Any animal other than cats, or dogs which are not designated as dangerous under the Dangerous Dogs (Northern Ireland) Order any 1991 or Dangerous Dogs Amendment

or Dangerous Dogs Amendment 1997 or any amending legislation,

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What is covered:	What is not covered:
Loss or damage to <b>Your Buildings</b> during the <b>Period of Insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
	<ul> <li>i. In respect of any kind of pollution and/or contamination other than:         <ol> <li>i. 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</li> <li>ii. Reported to Us not later than 30 days from the end of the Period of Insurance;</li> <li>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,</li> <li>j. Arising out of Your ownership, occupation, possession or use of any land or building that is not within the premises,</li> <li>k. If You are entitled to indemnity under any other insurance, until such insurance(s) is exhausted.</li> </ol> </li> </ul>
Any amount <b>You</b> 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 <b>Home</b> previously owned and occupied by <b>You</b> .  We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, <b>We</b> will also pay any costs and expenses <b>We</b> have agreed in writing.	<ul> <li>a. Liability arising from an incident which happened over 7 years after this insurance ends or Your Home was sold, whichever is the sooner,</li> <li>b. Liability arising from any cause which You are entitled to under another source,</li> <li>c. The cost of correcting any fault or alleged fault,</li> <li>d. Liability arising from any Home previously owned and occupied by You in which You still hold legal title or have an interest,</li> <li>e. Anything owned by or the legal responsibility of Your Family,</li> <li>f. Injury, death, disease or illness to any of Your Family (other than Your Domestic Employee(s) who normally live with You),</li> <li>g. Liability arising from any employment, trade, profession or business of any of Your Family,</li> <li>h. Liability accepted by any of Your Family under any agreement, unless the liability would exist without the agreement,</li> <li>i. Liability arising from The Party Wall etc. Act 1996.</li> </ul>

## **Important Notice**

## **Dangerous Dogs Act 1991**

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

## **Defective Premises Act 1972**

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

## Conditions that apply to Section One - Buildings only

#### How We deal with Your claim

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

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

- The decrease in market value of Your Buildings due to the damage;
- The cost of the work had it been completed by Our nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from Your nominated contractors if the repair work had been carried out without delay.
- 2. Where an **Excess** applies, this will be taken off the amount of **Your** claim.
- 3. If Your Buildings have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all Your Buildings in the same way, size, style and appearance as when they were new, including fees and related costs, We will pay the cost of reinstating or replacing the damaged parts of Your Buildings and We will, where appropriate, take off an amount for wear and tear.
- 4. The most **We** will pay for any one claim, including fees and related costs, is the amount it will cost **Us** to reinstate the damage to **Your Buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **Your Schedule**.
- 5. **We** will not pay the cost of replacing or repairing any undamaged part of the **Buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All building repairs carried out by **Our** preferred suppliers and insured under Section One of this policy are guaranteed for 12 months in respect of quality of workmanship.

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

#### Your sum insured

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

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

#### Proportionate remedy

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

#### Maintaining the sum insured

After **We** have settled a claim, **We** will not reduce **Your** sum insured on **Your Buildings**, as long as **You** take the measures **We** suggest to prevent any further loss or damage.

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

## Inflation protection

The sum insured shown on **Your Schedule** will be adjusted in line with a recognised index. Please note that if **We** selected **Your** sum insured for **You**, the sum insured shown on **Your Schedule** will not be adjusted.

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

For **Your** protection, **We** will not reduce **Your** sum insured or limits if the index moves down unless **You** ask **Us** to.

## **SECTION TWO - CONTENTS**

The following cover applies only if the **Schedule** shows that **Contents** are included:

What is covered:		What is not covered:
Loss or damage to <b>Your Contents</b> during the <b>Period of Insurance</b> caused by the following insured events:		Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
1.	Fire, smoke, lightning, explosion or earthquake.	
2.	Aircraft and other flying devices or items dropped from them.	
3.	Storm, flood or weight of snow.	<ul> <li>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water),</li> <li>Contents that are located within the premises shown in the Schedule but not contained within the Home or Outbuildings at the time of loss or damage.</li> </ul>
4.	Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul> <li>Loss or damage to the installation itself,</li> <li>Loss or damage caused by failure of or lack of sealant and/or grout.</li> </ul>
5.	Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.	Loss or damage to the installation itself.
6.	Theft or attempted theft.	<ul> <li>Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason,</li> <li>Any amount exceeding £2,500 for Contents in any garage or Outbuilding unless specified in the Schedule.</li> </ul>
7.	Collision or impact by any vehicle or animal.	Loss or damage caused by insects, birds, vermin or domestic pets.
8.	Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

What is covered:	What is not covered:
Loss or damage to <b>Your Contents</b> during the <b>Period of Insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
9. <b>Subsidence</b> , or <b>Heave</b> of the site upon which the <b>Buildings</b> stand or <b>Landslip</b> .	<ul> <li>Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.</li> <li>Loss or damage caused by river or coastal erosion,</li> <li>Loss or damage to solid floors, unless the walls of the Home are damaged at the same time by the same event,</li> <li>Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.</li> </ul>
10. Falling trees, branches, telegraph poles or lamp-posts.	Loss or damage caused by trees being cut down or cut back, within the boundary of the <b>Buildings</b> .
<ul> <li>a. The cost of Accidental Damage to: <ul> <li>Television sets (including digital and satellite receivers),</li> <li>Audio, video, games consoles, DVD players/recorders,</li> <li>Radios,</li> <li>Home computers and associated equipment,</li> <li>Receiving aerials, dishes and closed-circuit television cameras, situated within the Home.</li> </ul> </li> </ul>	<ul> <li>Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments,</li> <li>Loss or damage caused by domestic pets,</li> <li>Loss or damage to tapes, records, cassettes, discs, DVD's or computer software,</li> <li>Mechanical or electrical faults or breakdown,</li> <li>Damage caused from light, or atmospheric or climatic conditions,</li> <li>Damage caused by scratching or denting,</li> <li>Damage caused by computer viruses.</li> </ul>
b. Loss or damage to <b>Office Equipment</b> .	<ul> <li>More than £5,000 in any Period of Insurance unless stated in the Schedule,</li> <li>Compensation for You not being able to use the Office Equipment.</li> <li>Loss of magnetism or corruption of data,</li> <li>Loss or damage following the equipment being confiscated or repossessed,</li> <li>The cost of reconstituting any lost or damaged data,</li> <li>More than £1,000 in respect of stock,</li> <li>Loss or damage to any Money held for business purposes,</li> <li>Loss or damage to computer software,</li> <li>Property more specifically insured elsewhere.</li> </ul>

W	nat is covered:	What is not covered:
Pe	ss or damage to <b>Your Contents</b> during the <b>riod of Insurance</b> caused by the following ured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
C.	If You have to move out of Your Home because of any loss or damage covered under Section Two, We will pay You for one of the following expenses or losses We have agreed to:  The cost of alternative accommodation for the time You cannot live in Your Home, An amount equal to the rent which You pay while You are not living in Your Home. We will only pay under this Section for the period Your Home is unfit to live in.	Any amount over 20% of the sum insured for <b>Contents</b> specified in the <b>Schedule</b> .
d.	The Contents, if these are not already insured elsewhere whilst they are temporarily out of the Home against loss or damage directly caused by: i. Events 1-10 under Section Two Contents while the Contents are: • In any occupied private dwelling, • In any Buildings where You are living or working, • In any building for valuation, cleaning or repair, • In any furniture store, • In any bank or safe deposit. ii. Fire, lightning, explosion, earthquake, theft or attempted theft while the Contents are being moved to Your new Home or to or from any bank, safe deposit or furniture store.	<ul> <li>Contents outside the United Kingdom,</li> <li>Money or Credit Cards,</li> <li>Any amount over 20% of the sum insured under Section Two for Contents in a furniture store.</li> </ul>
e.	Loss or damage to <b>Contents</b> belonging to visitors or <b>Domestic Employees</b> as a result of insured events 1 to 10 under Section Two.	<ul> <li>Loss or damage to Contents which are covered by any other insurance,</li> <li>Loss or damage to Contents belonging to a paying guest or lodger,</li> <li>More than £1,000 for any one visitor.</li> </ul>
f.	Fatal injury to <b>You</b> , happening at the premises shown in the <b>Schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	More than £10,000 for each <b>Insured</b> with no policy <b>Excess</b> applying.
g.	Costs <b>You</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>Home</b> following theft or loss of <b>Your</b> keys anywhere in the world.	More than £5,000 in any Period of Insurance. If You claim for such loss under Section One and Section Two We will not pay more than £5,000 in total.

What is covered:		What is not covered:	
Loss or damage to <b>Your Contents</b> during the <b>Period of Insurance</b> caused by the following insured events:		Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.	
h.	Increased metered water charges <b>You</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two.	More than £1,500 in any Period of Insurance. If You claim for such loss under Section One and Section Two We will not pay more than £1,500 in total.	
i.	<b>Accidental Damage</b> to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.		
j.	Amounts that You become legally liable to pay under a tenancy agreement for loss or damage caused by events 1-10 of Section Two or events a) and b) of Section One  We will only provide this cover if the loss or damage occurs during the Period of Insurance.  If You die, We will pay all amounts Your personal representatives become legally liable to pay for liability under	Any amount over 20% of the sum insured for <b>Contents</b> specified in the <b>Schedule</b> .	
	this section.		
k.	The <b>Contents</b> sum insured shown in the <b>Schedule</b> is automatically increased for gifts within the <b>Home</b> one month before and one month after a religious festival, wedding day or birthday.	<ul> <li>More than £5,000 any one claim,</li> <li>Loss or damage occurring outside of the Period of Insurance.</li> </ul>	
l.	Contents belonging to a member of Your Family who is away at University/College during term time but who usually resides at the Home against loss or damage by events 1-10 of Section Two.	<ul> <li>More than £5,000 in any one Period of Insurance,</li> <li>More than £500 for any one item,</li> <li>Theft unless following forcible and violent entry.</li> </ul>	
m.	The cost of replacing electronic information <b>You</b> have bought and stored on equipment within <b>Your Home</b> and that is lost or damaged by events 1-10 of Section Two.	<ul> <li>The cost of remaking a file, tape or disk,</li> <li>The cost of rewriting the electronic information,</li> <li>More than £1,000 in any one Period of Insurance,</li> <li>The cost of any information stored for business purpose use.</li> </ul>	

What is covered:	What is not covered:
Loss or damage to <b>Your Contents</b> during the <b>Period of Insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
n. The cost of replacing <b>Your</b> food in <b>Your</b> refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the <b>Period of Insurance</b> .	<ul> <li>Loss or damage caused by any electricity or gas company deliberately cutting off or restoring Your supply,</li> <li>Loss or damage due to the failure of Your electricity or gas supply caused by a strike or any other industrial action,</li> <li>Loss or damage caused where You have not complied with the operating instructions set out in the manufacturers handbook,</li> <li>Loss or damage unless You tell Us within 48 hours of discovery,</li> <li>More than £1,000 in any one Period of Insurance.</li> </ul>
Damage to the <b>Contents</b> caused by forced access to deal with a medical emergency or to prevent damage to the <b>Home</b> .	More than £5,000 in any one <b>Period of</b> Insurance. If <b>You</b> claim for such loss under     Section One and Section Two, <b>We</b> will     not pay more than £5,000 in total.

## **Accidental Damage to the Contents**

The following cover applies only if the **Schedule** shows that **Accidental Damage** to the **Contents** is included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
This extension covers <b>Accidental Damage</b> to the <b>Contents</b> of the <b>Home</b> .	<ul> <li>a. Damage or any proportion of damage which We specifically exclude elsewhere under Section Two,</li> <li>b. More than £1,000 in total for porcelain, china, glass and other brittle articles,</li> <li>c. More than £500 for mobile phones unless otherwise stated in the Schedule,</li> <li>d. More than £1,500 for portable computer equipment unless otherwise stated in the Schedule,</li> <li>e. Money, Credit Cards, documents or stamps,</li> <li>f. Damage to contact, corneal or micro corneal lenses,</li> <li>g. Damage caused by dryness, dampness, extremes of temperature and exposure to light,</li> <li>h. Damage caused by domestic pets.</li> </ul>

## Legal Liability (as occupier of the Home)

The following cover applies only if the **Schedule** shows that **Contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
i. As occupier for any amounts You become legally liable for as damages for:  • Bodily Injury.  • Damage to property Caused by an accident happening at the premises during the Period of Insurance, Or  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  We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, We will also pay any costs and expenses We have agreed in writing.	<ul> <li>a. For Bodily Injury to:</li></ul>

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	iv. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation, i. In respect of any kind of pollution and/or contamination other than: i. 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 ii. 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, j. Arising out of Your ownership, occupation, possession or use of any land or building that is not within the premises, k. If You are entitled to indemnity under any other insurance, until such insurance(s) is exhausted.

## Legal Liability (as occupier of the Home – unrecovered court awards)

The following cover applies only if the **Schedule** shows that **Contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
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 (ii) of Your Legal Liability (as occupier of the Home) 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.	i. More than £100,000 for any claim or series of claims during the <b>Period of Insurance</b> .

## **Accidents to Domestic Employees**

The following cover applies only if the **Schedule** shows that **Contents** are included:

What is covered:	What is not covered:
We will pay all amounts You become legally liable to pay, including costs and expenses which We have agreed in writing, for accidental Bodily Injury to Domestic Employees happening during the Period of Insurance in connection with incidents arising at the Home.  We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that We have agreed in writing.	<ul> <li>Bodily Injury arising directly or indirectly:</li> <li>a. From any communicable disease or condition,</li> <li>b. From the ownership or occupation of any land or Buildings other than the Home,</li> <li>c. Where You are entitled to cover from another source,</li> <li>d. From any trade or business activity,</li> <li>e. Arising out of Your ownership, possession or use of: <ol> <li>i. Any motorised or horse-drawn vehicle other than:</li> <li>• Domestic gardening equipment used within the premises and</li> <li>• Pedestrian controlled gardening equipment used elsewhere,</li> <li>ii. Any power-operated lift other than stairlifts,</li> <li>iii. Any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,</li> <li>iv. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation,</li> <li>f. From firearms (except shotguns used for sporting purposes),</li> <li>g. The direct or indirect consequences of assault or alleged assault,</li> <li>h. Any deliberate, wilful or malicious act.</li> </ol></li></ul>

## **Important Notice**

## **Dangerous Dogs Act 1991**

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

#### **Defective Premises Act 1972**

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

## Conditions that apply to Section Two - Contents only

#### How We deal with Your claim

If **You** claim for loss or damage to the **Contents**, **We** will repair, replace or pay for any article covered under Section Two

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

The above basis of **settlement** will not apply to:

- Clothes:
- Camping equipment;
- Household linen;
- Pedal cycles:

where **We** will take an amount off for wear and tear.

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

#### Your sum insured

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

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

## Proportionate remedy

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

#### Maintaining the sum insured

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

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

## Inflation protection

The sum insured shown on **Your Schedule** will be adjusted in line with a recognised index. Please note that if **We** selected **Your** sum insured for **You**, the sum insured shown on **Your Schedule** will not be adjusted.

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

For **Your** protection, **We** will not reduce **Your** sum insured or limits if the index moves down unless **You** ask **Us** to.

# SECTION THREE – VALUABLES AND PERSONAL BELONGINGS (COVER AWAY FROM THE HOME)

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

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
Accidental loss, damage or theft of Your Valuables and Personal Belongings listed in the Schedule occurring during the Period of Insurance when in the United Kingdom and up to 60 days elsewhere in the world during a temporary visit during the Period of Insurance.  We will pay up to the following limits, unless You have selected a higher limit and this is stated in Your Schedule: a. Up to £3,500 for any one item (including articles forming a pair or set), b. Up to £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised Occupant, c. Up to £500 for mobile phones, d. Up to £1,500 for portable computer equipment.	<ul> <li>a. Damage caused by moth, vermin or rot,</li> <li>b. Damage from electrical or mechanical faults or breakdown,</li> <li>c. Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon,</li> <li>d. Damage to guns caused by rusting or bursting barrels,</li> <li>e. Breakage of any sports equipment whilst in use,</li> <li>f. Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under Your personal supervision,</li> <li>g. Loss or damage caused by domestic pets,</li> <li>h. Riot or civil commotion outside the United Kingdom,</li> <li>i. Depreciation in value,</li> </ul>
Theft or accidental loss of <b>Money</b> or fraudulent use of <b>Your</b> credit card(s).  Any amounts which <b>You</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>Your</b> credit card(s).  Provided that within 24 hours of <b>You</b> discovering any such loss or theft, <b>You</b> have notified the card issuing company and the Police.  Where <b>You</b> have reported <b>Your Credit Card(s)</b> , cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances <b>You</b> will only be liable for the first £50 of the claim.	j. Any shortages due to error or omission, k. Loss of value, l. More than £500 in total, any one event, Loss where conditions under which <b>Your</b> credit card(s) were issued to <b>You</b> have been breached.

## Conditions that apply to Section Three - Values and Personal Belongings only

#### How We deal with Your claim

We will repair, replace or pay for any article covered under Section Three Valuables and Personal Belongings.

For total loss or destruction of any article  $\mathbf{We}$  will pay  $\mathbf{You}$  the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- · You have paid or We have authorised the cost of replacement.

The above basis of **Settlement** will not apply to:

- Clothes.
- · Camping equipment,
- Household linen.

Where **We** will take off an amount for wear and tear

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

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

#### Your sum insured

The most **We** will pay under Section Three – **Valuables** and **Personal Belongings** is the sum insured shown on the **Schedule**.

The most **We** will pay for any one item under Section Three – **Valuables** and **Personal Belongings** is £2,500 unless otherwise stated in the **Schedule**.

#### Proportionate remedy

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

#### SECTION FOUR - PEDAL CYCLES

The following cover applies only if the **Schedule** shows that pedal cycles are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The Excess shown in Your Schedule.
This insurance extends to cover the cost of repairing or replacing <b>Your</b> pedal cycle(s) (as shown in the <b>Schedule</b> ) following:  Theft or attempted theft,  Accidental Damage,  Anywhere in the <b>United Kingdom</b> , and up to 60 days elsewhere in the world during a temporary visit during the <b>Period of Insurance</b> .	<ul> <li>a. Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time,</li> <li>b. Damage from mechanical or electrical faults or breakdown,</li> <li>c. Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes,</li> <li>d. Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft,</li> <li>e. More than the sum insured shown in the <b>Schedule</b>,</li> <li>f. Theft by fraudulent means.</li> </ul>

## Conditions that apply to Section Four - Pedal Cycles only

#### How We deal with Your claim

- 1. Where the damage can be repaired economically **We** will pay the cost of the repair;
- 2. Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **We** will pay the replacement cost;
- 3. If a replacement is not available **We** will replace it with a pedal cycle of similar quality;
- 4. Where **We** are unable to economically repair or replace the pedal cycle with one of similar quality **We** will make a cash payment equal to an agreed replacement value;
- 5. **We** will settle **Your** claim less any **Excess** subject to any limit shown in the **Schedule**.

Where **We** can offer repair or replacement via **Our** preferred supplier but agree a cash **Settlement** the payment will not exceed the discounted repair or replacement price **We** would pay.

#### Your sum insured

The most **We** will pay under Section Four – pedal cycles is the sum insured shown on the **Schedule**.

The most **We** will pay for any one item under Section Four – pedal cycles is £1,250 unless otherwise stated in the **Schedule**.

## Proportionate remedy

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

