SEIB Insurance Brokers 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 has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent Pen Underwriting Limited underwrites insurance on behalf of the insurers. 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 information your broker as soon as practicable.

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

## Our use of language

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

## Things we need to tell you about

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.

## **Data Privacy 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 http://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 <b>your</b> behalf.
Buildings	<ul> <li>The home and its decorations including:</li> <li>Fixtures and fittings attached to the home,</li> <li>Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,</li> <li>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.</li> </ul>
Contents	<ul> <li>Household goods, valuables and personal belongings, within the home, which are your property or which you are legally responsible for.</li> <li>Contents include: <ul> <li>Tenants fixtures and fittings,</li> <li>Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home,</li> <li>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).</li> <li>Contents in outbuildings up to £2,500, unless otherwise stated in the schedule,</li> <li>Deeds and registered bonds and other personal documents up to £2,500 in total,</li> <li>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,</li> <li>Office equipment up to £5,000,</li> <li>Domestic oil in fixed fuel oil tanks up to £2,500,</li> <li>Pedal cycles up to £500 per pedal cycle within the home, unless otherwise stated in the schedule,</li> <li>Money and credit cards up to £500 in total, unless otherwise stated in the schedule,</li> </ul> </li> </ul>

## Definitions Applicable to the whole of this insurance (continued)

Contents (continued)	<ul> <li>Contents does not include:</li> <li>Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,</li> <li>Any living creature,</li> <li>Any part of the buildings,</li> <li>Any property held or used for business purposes other than as defined under office equipment,</li> <li>Any property insured under any other insurance,</li> <li>Landlords fixtures and fittings</li> </ul>	
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 <b>you</b> within <b>your home</b> and/or it's gardens, other than in connection with <b>your</b> business	
Endorsement	A change in the terms and conditions of this insurance.	
Excess	The amount stated in this booklet or in the <b>schedule</b> and payable by <b>you</b> in the event of a claim.	
Family	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. ' <b>Family</b> ' does not include lodgers or tenants.	
Heave	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by swelling of the ground.	
Home	The private dwelling and the garages and <b>outbuildings</b> used for domestic purposes at the premises shown in the <b>schedule</b> , which <b>you</b> are legally responsible for.	
Landslip	Downward movement of sloping ground.	
Money	<ul> <li>Current legal tender, cheques, postal and money orders,</li> <li>Postage stamps not forming part of a stamp collection,</li> <li>Savings stamps and savings certificates, travellers' cheques,</li> <li>Premium bonds, luncheon vouchers and gift tokens,</li> <li>all held for private or domestic purposes.</li> </ul>	
Occupant	A person or persons authorised by <b>you</b> to stay in the <b>home</b>	

## **Definitions** Applicable to the whole of this insurance (continued)

Office Equipment	Office equipment used in conjunction with your business in the home which belongs to you or for which you are legally responsible.	
	<ul> <li>Office equipment includes:</li> <li>Furniture,</li> <li>Computers and associated equipment</li> <li>Printers,</li> <li>Fax machines and modems,</li> <li>Photocopiers and scanners,</li> <li>Phone equipment.</li> </ul>	
	<ul> <li>Office equipment does not include:</li> <li>Loss of magnetism or corruption of data;</li> <li>Compensation for you not being able to use the office equipment;</li> <li>Equipment more specifically insured by any other insurance;</li> <li>The cost of reconstituting any lost or damaged data;</li> <li>More than £1,000 in respect of stock or goods held for business purposes;</li> <li>Money held for business purposes;</li> <li>Loss or damage following the equipment being confiscated or repossessed;</li> <li>Loss or damage to computer software</li> </ul>	
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 <b>schedule</b> .	
	<ul> <li>Unless otherwise agreed, outbuildings do not include:</li> <li>Tree houses</li> <li>Inflatable buildings; or</li> <li>Any structure which is made of canvas, PVC or any other non-rigid material.</li> </ul>	
Period of Insurance	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.	
Personal Belongings	<b>Personal belongings</b> are items that belong to <b>you</b> and are normally worn or carried on the person.	
	<ul> <li>Personal belongings includes:</li> <li>Luggage,</li> <li>Clothing,</li> <li>Sports, musical, camping and photographic equipment,</li> </ul>	

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## **Definitions** Applicable to the whole of this insurance (continued)

Personal Belongings (continued)	<ul> <li>Personal belongings does not include:</li> <li>Tools used or held for business, professional or trade purposes,</li> <li>Valuables,</li> <li>Contact or corneal lenses or hearing aids unless otherwise specified in the schedule,</li> <li>Pedal cycles,</li> <li>Any property insured under any other insurance.</li> </ul>		
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.		
Schedule	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the premises, the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.		
Settlement	Downward movement as a result of soil being compressed by the weight of the <b>buildings</b> within ten years of construction		
Standard Construction	The <b>buildings</b> which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.		
Subsidence	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.		
United Kingdom	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.		
Unfurnished	Where the main <b>buildings</b> are not furnished enough for <b>you</b> to live in.		
Unoccupied	Where the <b>buildings</b> have not been lived in by <b>you</b> for more than 30 consecutive days during the <b>period of insurance</b> .		
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to <b>you</b> or are <b>your</b> legal responsibility.		
We/Us/Our	The insurers shown in the <b>schedule</b> .		
You/Your/Insured	The person or persons named in the <b>schedule</b> and all members of <b>your family</b> who permanently live in the <b>home</b>		

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## Our Service Commitment to You

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

SEIB <u>Insurance Brokers Limited</u> South Essex House North Road Sound Ockendon RM15 5BE

 Tel:
 0170 885 0000

 Email:
 enquiries@seib.co.uk

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

<u>Complaints Officer</u> 55 Blythswood Street Glasgow G2 7AT

Tel:0141 285 3539Email:pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: <a href="http://www.penunderwriting.co.uk/Pages/complaints.aspx">http://www.penunderwriting.co.uk/Pages/complaints.aspx</a>

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

	Financial Ombudsman Service
	Exchange Tower
	London
	E14 9SR
Tel:	0800 023 4567 (for landline users, mobile users may be charged)
	0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email:	complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: <u>www.financial-ombudsman.org.uk</u>

# **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.

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# **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	
Telephone:	01708 850 000
Email:	<u>claims@seib.co.uk</u>
Address:	SEIB Insurance Brokers Limited
South Essex House	
North Road	
South Ockendon	
	RM15 5BE

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

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

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

When you call us, we may:

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

# Claims Procedure (continued)

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

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

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

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

## Payments

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

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

# **Claims Terms and Conditions**

Applicable to the whole of this insurance

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

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

- You must notify your broker as soon as possible giving full details of what has happened.
- You must provide us with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police 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.

# Claims Terms and Conditions (continued)

How we deal with your claim (continued)

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

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

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

## **Other Insurance**

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.

i. **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**.

# General Conditions (continued)

Changes in Circumstances (continued)

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

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

## **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:

- 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:

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

#### 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.

## General Exclusions (continued)

Applicable to the whole of this insurance (continued)

#### 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.

## General Exclusions (continued)

Applicable to the whole of this insurance (continued)

#### **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.

Pen Underwriting Limited (Pen) 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).

Pen 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 Pen 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 PEN or on PEN's behalf.

To comply with Sanctions, Pen 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 Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen 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

What is covered:		What is not covered:
Loss or damage to <b>your buildings</b> during the		Any cause already excluded within the General
period of insurance caused by the following		Exclusions.
	ured events:	The <b>excess</b> shown in <b>your schedule</b>
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</li> </ul>
4.	Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul> <li>of standard construction.</li> <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.	

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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.
<ol> <li>Subsidence, or heave of the site upon which the buildings stand or landslip</li> </ol>	<ul> <li>The excess shown in your schedule</li> <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>
<ol> <li>Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.</li> </ol>	
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>



What is covered:		What is not covered:
		Any cause already excluded within the General
		Exclusions.
		The excess shown in your schedule
a. The co	st of accidental damage to:	
	xed glass and double glazing (including	
	e cost of replacing frames),	
	olar panels,	
	anitary ware,	
	eramic hobs,	
	part of the buildings.	
	st of accidental damage to:	
	omestic oil pipes,	
	nderground water supply pipes,	
	nderground sewers, drains and septic	
	nks,	
	nderground gas pipes,	
	nderground cables,	
	the <b>home</b> and which <b>you</b> are legally sible for.	
	have to move out of <b>your home</b> because	Any amount over 20% of the sum insured for the
	loss or damage covered under Section	<b>buildings</b> damaged or destroyed.
	<b>ve</b> will pay <b>you</b> for one of the following	
	ses or losses <b>we</b> have agreed to:	
	oss of rent due to you which you are	
	hable to recover;	
• Ac	dditional costs of alternative	
	commodation, substantially the same as	
	our existing accommodation, which you	
	ave to pay for while the <b>buildings</b> cannot	
	e lived in following loss or damage which	
	covered under Section One.	
	only pay under this Section for the period	
	ome is unfit to live in. ses you have to pay and which we have	Any expense for propering a claim or on estimate
	I in writing for:	<ul> <li>Any expense for preparing a claim or an estimate for loss or damage,</li> </ul>
-	chitects, surveyors', consulting	<ul> <li>Any costs if Government or local authority</li> </ul>
	ngineers and legal fees,	requirements have been served on <b>you</b> before
	ne cost of removing debris and making	the loss or damage.
	afe the building,	
	osts <b>you</b> have to pay in order to comply	
	th any Government or local authority	
	quirements,	
	ng loss or damage to the <b>buildings</b> under	
Sectior	n One.	



W	hat is covered:	What is not covered:
		Any cause already excluded within the General Exclusions. The <b>excess</b> shown in <b>your schedule</b>
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	<ul> <li>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.</li> </ul>
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.	<ul> <li>Loss or damage if the <b>buildings</b> are insured under any other insurance.</li> </ul>
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.	<ul> <li>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.</li> </ul>
h.	If <b>your buildings</b> are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in <b>your home</b> , <b>we</b> will pay the cost of removing and replacing any other parts of <b>your buildings</b> necessary to find and repair the source of the leak and making good.	<ul> <li>More than £5,000 in any period of insurance.</li> </ul>
i.	Damage to the <b>buildings</b> caused by forced access to deal with medical emergency or to prevent damage to the <b>home</b> .	<ul> <li>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.</li> </ul>
j.	The costs of re-instating the gardens to their original condition following damage caused by the Emergency Services at the <b>home</b> following a loss covered under Section One.	• More than £2,500 in any <b>period of insurance</b> .
k.	The costs of removing bees, wasps and hornets nests from the <b>home</b> which have been incurred by <b>you</b> and <b>we</b> have 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>

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Accidental Damage to the Buildings

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

What is covered:	What is not covered:
	Any cause already excluded within the General
	Exclusions.
	The <b>excess</b> shown in <b>your schedule</b>
This extension covers accidental damage to the	a. Damage or any proportion of damage which we
buildings.	specifically exclude elsewhere under Section
	One,
	b. The <b>buildings</b> moving, settling, shrinking,
	collapsing or cracking,
	c. Damage while the <b>home</b> is being altered,
	repaired, professionally cleaned, maintained or extended,
	d. The cost of general maintenance,
	e. Damage from mechanical or electrical faults or
	<ul> <li>breakdown,</li> <li>f. Damage caused by dryness, dampness, extreme</li> </ul>
	······································
	of temperature or exposure to light,
	g. Damage to swimming pools or covers, gates and
	fences and fuel tanks,
	h. Damage caused by domestic pets,
	i. Depreciation in value.

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# Section One – Buildings (continued) Legal Liability (as owner of the Home)

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
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.	<ul> <li>a. For bodily injury to: <ul> <li>You</li> <li>Any other permanent member of the home</li> <li>Any person who at the time of sustaining injury is engaged in your service</li> </ul> </li> <li>b. For bodily injury arising directly or indirectly from any communicable disease or condition</li> <li>c. Arising out of any criminal or violent act to another person or property</li> <li>d. For damage to property owned by or in the charge or control of: <ul> <li>you</li> <li>any other permanent member of the home</li> <li>any person engaged in your service</li> </ul> </li> <li>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</li> <li>f. arising directly or indirectly out of any profession, occupation, business or employment</li> <li>g. which you have assumed under contract and which would not otherwise have attached</li> <li>h. arising out of your ownership, possession or use of: <ul> <li>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 lift other than stairlifts</li> <li>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), hovecraft or watercraft other than rowing boats or</li> </ul> </li> </ul>



# Section One – Buildings (continued) Legal Liability (as owner of the Home continued)

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
	<ul> <li>iv. any animal other than cats, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order any 1991 or Dangerous Dogs Amendment 1997 or any amending legislation</li> <li>i. in respect of any kind of pollution and/or contamination other than:         <ul> <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> </ul> </li> </ul>

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Defective Premises Act 1972

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
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> . <b>We</b> 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

- 1. 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.

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

#### **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 y**our** 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 your contents during the period	Any cause already excluded within the General
of insurance caused by the following insured	Exclusions.
events:	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>
<ol><li>Escape of water from and frost damage to fixed</li></ol>	<ul> <li>Loss or damage to the installation itself,</li> </ul>
water tanks, heating installation, apparatus or pipes	<ul> <li>Loss or damage caused by failure of or lack of sealant and/or grout.</li> </ul>
<ol> <li>Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</li> </ol>	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	<ul> <li>Loss or damage caused by insects, birds, vermin or domestic pets.</li> </ul>
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts	
<ol> <li>Subsidence or heave of the site upon which the buildings stand or landslip</li> </ol>	<ul> <li>Loss or damage whilst the <b>buildings</b> 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 <b>home</b> 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>
<ol> <li>Falling trees, branches, telegraph poles or lamp- posts</li> </ol>	<ul> <li>Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.</li> </ul>

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# Section Two – Contents (continued)

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

What is covered:	What is not covered:
	Any cause already excluded within the General
	Exclusions.
	The excess shown in your schedule
<ul> <li>a. The cost of accidental damage to:</li> <li>Television sets (including digital and satellit receivers),</li> <li>Audio, video, games consoles, DVD players/recorders,</li> <li>Radios,</li> <li>Home computers and associated equipmer</li> <li>Receiving aerials, dishes and closed-circuit television cameras, situated within the home.</li> </ul>	<ul> <li>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,</li> </ul>
b. Loss or damage to office equipment	<ul> <li>Damage caused by computer viruses.</li> <li>More than £5,000 in any period of insurance</li> </ul>
	<ul> <li>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>
<ul> <li>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:</li> <li>The cost of alternative accommodation for the time You cannot live in your home,</li> <li>An amount equal to the rent which you pay while you are not living in your home.</li> <li>We will only pay under this Section for the period your home is unfit to live in.</li> </ul>	<b>contents</b> specified in the <b>schedule</b> .

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# Section Two – Contents (continued)

Wha	t is covered:	What is not covered:
		Any cause already excluded within the General Exclusions. The excess shown in your schedule
e h b	<ul> <li>The contents, if these are not already insured elsewhere whilst they are temporarily out of the nome against loss or damage directly caused by:</li> <li>i. Events 1-10 under Section Two contents while the contents are: <ul> <li>In any occupied private dwelling</li> <li>In any buildings where you are living or working,</li> <li>In any building for valuation, cleaning or repair,</li> <li>In any bank or safe deposit.</li> <li>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.</li> </ul> </li> </ul>	<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>
v	loss or damage to <b>contents</b> belonging to isitors 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>
s v tl	atal injury to <b>you</b> , happening at the premises hown in the <b>schedule</b> , caused by outward and isible violence by burglars or by fire, provided hat death ensues within twelve months of such njury.	<ul> <li>More than £10,000 for each insured with no policy excess applying.</li> </ul>
s fo	Costs <b>you</b> have to pay for replacing locks to afes, alarms and outside doors in the <b>home</b> ollowing theft or loss of <b>your</b> keys anywhere in he world.	<ul> <li>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.</li> </ul>
p: tc	ncreased metered water charges <b>you</b> have to ay following an escape of water which gives rise o an admitted claim under number 4 of Section wo	<ul> <li>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.</li> </ul>
	Accidental damage to: mirrors, glass or ceramic ops to furniture and fixed glass in furniture.	

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

W	hat is covered:	What is not covered:
		Any cause already excluded within the General Exclusions.
		The excess shown in your schedule
j.	Amounts that <b>you</b> 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 <b>We</b> will only provide this cover if the loss or damage occurs during the <b>period of insurance</b> .	<ul> <li>Any amount over 20% of the sum insured for contents specified in the schedule.</li> </ul>
	If <b>you</b> die, <b>we</b> will pay all amounts <b>your</b> personal representatives become legally liable to pay for liability under 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>
Ι.	<b>Contents</b> belonging to a member of <b>your</b> family who is away at University/College during term time but who usually resides at the <b>home</b> 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>That unloss following forsible and violant 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>Theft unless following forcible and violent entry.</li> <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>
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</b> <b>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 hand book,</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>

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

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
<ul> <li>Damage to the contents caused by forced access to deal with a medical emergency or to prevent damage to the home.</li> </ul>	<ul> <li>More than £5,000 in any one 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.</li> </ul>

### 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> </ul>
	<ul> <li>e. Money, credit cards, documents or stamps,</li> <li>f. Damage to contact, corneal or micro corneal lenses</li> </ul>
	<ul> <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.

We will pay for your legal liability:	We will not pay for your legal liability:
	Any cause already excluded within the General Exclusions.
<ul> <li>i. As occupier for any amounts you become legally liable for as damages for: <ul> <li>Bodily injury</li> <li>Damage to property</li> <li>Caused by an accident happening at the premises during the period of insurance,</li> <li>Or</li> </ul> </li> <li>ii. As a private individual for any amounts you become legally liable to pay as damages for: <ul> <li>Bodily injury</li> <li>Damage to property</li> <li>Caused by an accident happening anywhere in the world during the period of insurance</li> </ul> </li> <li>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.</li> </ul>	<ul> <li>a. For bodily injury to: <ul> <li>You</li> <li>Any other permanent member of the home</li> <li>Any person who at the time of sustaining injury is engaged in your service</li> </ul> </li> <li>b. For bodily injury arising directly or indirectly from any communicable disease or condition</li> <li>c. Arising out of any criminal or violent act to another person or property</li> <li>d. For damage to property owned by or in the charge or control of: <ul> <li>you</li> <li>any other permanent member of the home</li> <li>any person engaged in your service</li> </ul> </li> <li>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</li> <li>f. arising directly or indirectly out of any profession, occupation, business or employment</li> <li>which you have assumed under contract and which would not otherwise have attached</li> <li>arising out of your ownership, possession or use of: <ul> <li>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 lift other than stairlifts</li> <li>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> </ul> </li> </ul>



Legal Liability (as occupier of the home)

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
	<ul> <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>i. in respect of any kind of pollution and/or contamination other than: <ul> <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> </ul> </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> </ul>

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

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 <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that:	<ul> <li>More than £100,000 for any claim or series of claims during the <b>period of insurance</b>,</li> </ul>
<ul> <li>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</li> <li>There is no appeal pending</li> <li>You agree to allow us to enforce any right which we shall become entitled to upon making payment</li> </ul>	

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Accidents to Domestic Employees

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

What is covered:	What is not covered:
We will pay all amounts you become legally liable to pay,	Bodily injury arising directly or indirectly:
including costs and expenses which we have agreed in	
writing, for accidental <b>bodily injury</b> to <b>domestic</b>	a. From any communicable disease or
employees happening during the period of insurance in	condition,
connection with incidents arising at the home.	b. From the ownership or occupation of any
	land or <b>buildings</b> other than the <b>home</b> ,
We will pay up to £5,000,000 for any one claim or series	c. Where <b>you</b> are entitled to cover from
of claims arising out of any one incident, including the	another source,
costs and expenses that <b>we</b> have agreed in writing.	d. From any trade or business activity,
	e. arising out of <b>your</b> ownership, possession
	or use of:
	i. any motorised or horse-drawn vehicle
	other than:
	<ul> <li>domestic gardening equipment</li> </ul>
	used within the premises and
	<ul> <li>pedestrian controlled gardening</li> </ul>
	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, 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
	f. From firearms (except shotguns used for
	sporting purposes),
	g. The direct or indirect consequences of
	assault or alleged assault
	h. Any deliberate, wilful or malicious act.

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#### 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;
- 2. 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;
- 3. 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.

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

#### 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	a. Damage caused by moth, vermin or rot
and <b>personal belongings</b> listed in the <b>schedule</b>	b. Damage from electrical or mechanical faults or
occurring during the <b>period of insurance</b> when in	breakdown,
the United Kingdom and up to 60 days elsewhere in	c. Damage or deterioration of any article caused by
the world during a temporary visit during the <b>period</b>	dyeing, cleaning, repair, maintenance, renovation
of insurance.	or whilst being worked upon,
•••• ··· · · · · · · · · · ·	d. Damage to guns caused by rusting or bursting
We will pay up to the following limits, unless you	barrels,
have selected a higher limit and this is stated in <b>your</b>	e. Breakage of any sports equipment whilst in use,
schedule:	f. Theft or disappearance of jewellery from baggage
a. Up to £3,500 for any one item (including articles	unless such baggage is carried by hand and
forming a pair or set),	under <b>your</b> personal supervision,
b. Up to £1,000 in total in respect of theft or	g. Loss or damage caused by domestic pets,
disappearance of property from any vehicle	h. Riot or civil commotion outside the <b>United</b>
when such vehicle is left unattended without an	Kingdom,
authorised occupant,	i. Depreciation in value,
c. Up to £500 for mobile phones,	
d. Up to £1,500 for portable computer equipment	

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# Section Three – Valuables and Personal Belongings (continued)

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 <b>excess</b> shown in <b>your schedule</b>
Theft or accidental loss of <b>money</b> or fraudulent use of <b>your credit card(s)</b> . Any amounts which <b>you</b> become legally liable to pay	<ul> <li>j. Any shortages due to error or omission,</li> <li>k. Loss of value,</li> <li>l. More than £500 in total, any one event,</li> <li>Loss where conditions under which your credit</li> </ul>
as a result of unauthorised use following loss or theft of <b>your credit card(s)</b> .	<b>card(s)</b> were issued to <b>you</b> have been breached.
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.	

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# Section Three – Valuables and Personal Belongings (continued)

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 **we** will pay **you** the cost of replacing the article as new as long as:

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

The above basis of settlement will not apply to:

- Clothes,
- Camping equipment,
- Household linen,

Where we will take off an amount for wear and tear

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

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

#### Your sum insured

The most **we** will pay under Section 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 <b>excess</b> shown in <b>your schedule</b>
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:	<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</li> </ul>
<ul> <li>Theft or attempted theft,</li> <li>Accidental damage,</li> </ul>	breakdown, c. Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is
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>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></ul>
	<ul><li>e. More than the sum insured shown in the schedule,</li><li>f. Theft by fraudulent means.</li></ul>

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## Section Four – Pedal Cycles (continued)

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  $\pounds$ 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**.