# Welcome to Homeline Solutions

Policy Wording





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## Introduction

Thank you for choosing home insurance from Homeline, which is administered by Heath Lambert Insurance Services, a trading name of Heath Lambert Ltd. This comprehensive insurance has been specially arranged with certain **Underwriters** at Lloyd's of London and other insurers.

This booklet contains the following important information:

- The terms and conditions of the insurance.
- Easy to follow guidance on what you need to do if your home and/or contents are damaged and you wish to make a claim.

# Important information about your policy

This Policy Wording, the **schedule** and any **endorsements** form a legally binding contract of insurance between **you** and **us** based upon the information **you** provided.

Please read them now and ensure that the cover is in accordance with your requirements. It is important that

- you are clear which sections you have requested and want to be included
- you understand what each section covers and does not cover
- you understand your duties under each section and under the insurance as a whole

You are insured for those sections shown on the **schedule** as being included during any **period of insurance** for which **you** have paid and **we** have accepted a premium. If **you** are in any doubt about the level of cover provided, or **you** have a query relating to the insurance then please contact **your broker** who sold **you** this insurance immediately.

# A quality and first class service

Heath Lambert Insurance Services will endeavour to provide **you** with a high quality of service, ensure that **you** will deal with highly trained people who understand the importance of **our** customers, and that **we** will look after **your** insurance professionally and properly.

Signed for and on behalf of the underwriters

Paul Smith

**Managing Director** 

Par Sin

**Heath Lambert Insurance Services** 

#### **Definitions**

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

**Accidental Damage** 

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

Approved locks

<u>Doors</u>

Mortice locks (i.e. cut into the wood) with at least 5 levers or a rim deadlock conforming to British Standard 3621; or, if the door(s) are UPVC or double glazed, a multi-point locking system conforming to British Standard 3621 with either a lever or built-in deadlocking cylinder.

<u>Windows</u>

Key operated window locks to all ground floor and accessible windows. All opening sections of the basement, ground floor and accessible windows, fanlights and skylights to the **buildings** secured by key operated window locks.

Bodily Injury Building/s Includes death or disease

The home and its decorations including:-

- fixtures and fittings attached to the home.
- domestic outbuildings and garages, tennis courts, swimming pools, drives, pathways, patios and terraces, walls, gates, fences and fixed fuel tanks.

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

Contents

Household goods, valuables and personal effects, within the home, which are your property or which you are legally responsible for.

#### Contents includes:

- tenant's fixtures and fittings.
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the home.
- property not contained within the home, garages or outbuildings but within the premises shown in the schedule up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home).
- property contained within a locked boot or compartment of a locked motor vehicle within the boundaries of the home up to £500
- deeds and registered bonds and other personal documents up to £1,500 in total.
- stamps or coins forming part of a collection up to £1,250 in total.
- gold, silver, gold and silver plated articles, jewellery and furs up to £5,000 or 20% of the contents sum
  insured whichever is the less, with the limit for any one item being £1,500 within the home.
- domestic oil in fixed fuel oil tanks up to £1,000 in total.
- office equipment up to £5,000 in total.

### **Definitions (Continued)**

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

#### Contents does not include:

- motor vehicles (other than garden machinery), caravans, trailers or watercraft 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.
- · landlord's fixtures and fittings.

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

Domestic Employees Any person employed by you under a contract of service which is solely for private domestic duties excluding any

employee involved in demolition, alterations, extensions or renovations to any part of the home.

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

Excess The amount stated in the policy wording or shown on the policy schedule payable by you in the event of a claim.

Home The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the

premises shown in the **schedule**, which **you** are legally responsible for.

Family Any relative (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners

permanently living in the home. 'Family' does not include lodgers or tenants.

o current legal tender, 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.

Computers, printers, fax machines, photocopiers and other equipment belonging to **you** and used in conjunction with any clerical and non-manual work **you** conduct at or from an office in **your home**.

#### Office equipment does not include:

- property more specifically insured by any other insurance.
- compensation for you not being able to use the computer or any equipment following loss or damage.
- loss of magnetism or corruption of data.
- the equipment being confiscated or repossessed.

Office Equipment

### **Definitions (Continued)**

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

- · the cost of reconstituting any lost or damaged data.
- loss or damage to computer software, software tapes / disks / CD-ROMs, and any data stored.
- any **money** held for business purposes.
- any business stock, stationery and office equipment over £5,000.

Period of Insurance The duration of this policy as shown in the schedule.

Sanitary Ware Washbasins, sinks, bidets, lavatory pans, cistems, shower trays, shower screens, baths and bath panels.

Schedule The schedule is part of this insurance contract and contains details of you, the home, the sum(s) insured, the

period of insurance and the Sections of this insurance which apply.

Standard Construction The **buildings** which are constructed of brick, stone or concrete and with a tile or slate roof.

Sum(s) Insured The amount shown on your schedule as the most we will pay for claims resulting from any one incident.

**Terrorism** Any act(s) of any person(s) or organisation(s) involving:

- · the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

**Unoccupied** Where the **buildings** have not been lived in for more than 30 consecutive days.

Unfurnished Where the main **buildings** are not furnished enough for **you** to live in.

Valuables and Personal Items that belong to you and are normally worn or carried on or about the person.

Effects Valuables and Personal Effects includes

- luggage
- clothing
- sports, musical, camping and photographic equipment.
- mobile phones and pagers up to £200 unless otherwise specified in the **schedule** and appropriate premium paid
- portable computer equipment up to £750 unless otherwise specified in the schedule and appropriate premium paid

# **Definitions (continued)**

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

- prams, pushchairs and car seats
- jewellery, furs and watches

#### Valuables and Personal Effects does not include

- tools or instruments used or held for business, professional or trade purposes.
- contact or comeal lenses or hearing aids unless otherwise specified in the **schedule**.
- pedal cycles.
- motor vehicles and their accessories.

We/us/our The insurer stated in the schedule.

You/your/insured The person or persons named in the **schedule** and all **family** members who permanently live in the **home**.

Your Broker The insurance Agent who arranged this cover on your behalf.

# General conditions applicable to the whole of this Insurance

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

#### 1) Your duties

To make sure that you stay fully covered throughout the period of insurance, please ensure you comply with the following duties:

- a) You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
- b) You must tell us as soon as practicable if you:
  - stop using the **home** as **your** permanent private residence.
  - let part or all of the home.
  - regularly leave the **home** unattended by day or by night other than for **your** normal working hours.
  - leave the **home unoccupied** or **unfurnished** for a period longer than 30 consecutive days.
  - or any persons normally residing with **you**, have been convicted of any criminal convictions (e.g. arson, theft or fraud), unless regarded as spent by virtue of the Rehabilitation of Offenders Act 1974.
  - use the **home** for any business purposes.
  - or any persons now residing permanently at the **home** has, within the last 5 years, submitted a household insurance claim, whether covered or not. Also where **you** are aware of any loss or damage or any other circumstances that may lead to a claim being made to **your** household insurance.
  - or any persons now residing permanently at the home has had any insurance declined, renewal refused or special terms imposed by an insurer.

You must tell us before you start any conversions, extensions or other structural work to the building/s, or if the building/s is in a poor state of repair.

When we receive this notice we have the option to change the terms and conditions of this insurance.

c) You must always make sure that the sum(s) insured shown in the schedule are adequate.

If you fail to comply with any of the above duties this insurance may become invalid or we may refuse to deal with a claim.

#### 2) Payments

- a) Where payment of premium is not made, any cover otherwise provided by this policy will be inoperative from the date the premium was due.
- b) 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, **we** may deduct any outstanding amount from any claims settlement.

#### 3) Your right to cancel

Your statutory right to cancel this insurance within 14 days

**We** believe that Homeline offers an excellent level of protection for **your** most valuable asset and belongings. However, if **you** are not entirely satisfied with the level of cover provided, **you** do have the right to cancel this insurance back to the date of inception without giving any reason, providing **your** instructions to cancel are submitted within 14 days of either:

- receiving the policy documentation; or
- the start of the insurance whichever is the later.

In this event, please contact **your broker** or Heath Lambert Insurance Services, Norfolk House, 32-40 North Street, Horsham, West Sussex, RH12 1RZ, telephone 01403 321111 and a refund of any premiums paid will be returned in full subject to no incidents having occurred which would give rise to a claim.

#### Cancellation of this insurance after 14 days

Once the 14 day cooling-off period has expired, **you** may cancel cover at any time by contacting **your broker** or Heath Lambert Insurance Services, 32-40 North Street, Horsham, West Sussex, RH12 1RZ, telephone 01403 321111 and providing no incidents have occurred which could give rise to a claim, a refund of any premiums paid will be calculated from receipt of this notice. **We** can retain an amount of the premium reflecting the period for which **we** are on risk, plus an amount to cover administration costs, so long as that amount is reasonable.

Your Homeline policy may also be cancelled by us issuing you 30 days notice in writing, which will be sent to the address shown in the schedule. Providing that no incidents have occurred, which give rise to a claim, a refund of any premiums paid will be calculated from receipt of this notice. We can retain an amount of the premium reflecting the period for which we are on risk. Heath Lambert insurance Services may retain an amount to cover administration costs, so long as that amount is reasonable.

## General exclusions applicable to the whole of this insurance

1) Radioactive Contamination and Explosive 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 therefrom;
- 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 and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this insurance does not cover loss or damage 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

We will not pay for any loss or damage

- occurring outside of the period of insurance;
- caused deliberately by you or any person lawfully in the home;
- 4) Pollution Exclusion

We will not pay for any loss, damage or liability in respect of any kind of pollution and/or contamination other than:

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

5) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

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 therefrom;
- 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 date or change of date.

## General exclusions applicable to the whole of this insurance (Continued)

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

7) Biological and Chemical Contamination Exclusion

We will not pay for:

- 1. loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom;
- 2. any legal liability of whatsoever nature;
- 3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:

- a) terrorism: and/or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.
- 8) Confiscation

We will not pay for any 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 losses that are not directly associated with the incident that caused you to claim, unless expressly included in this insurance.

11) Contract Works

**We** will not pay for any loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed it.

12) Wear and tear and gradual deterioration

We will not pay for damage caused by wear and tear or any other damage which happens gradually.

#### How to make a claim

Should you ever need to use our claims service, please refer to the top of your schedule for the product name.

For HOMELINE SOLUTIONS contact the helpline on

# 0844 871 0049\*

RSA Claims
Lynch Wood Park
Peterborough
Cambridgeshire
PE2 6GG
Email: broker.fnol@uk.rsagroup.com

Email: brokor.inol@ak.rsagroup.com

#### For HOMELINE SOLUTIONS II contact the helpline on

# 01403 321114\*

(\*Calls from a BT landline will be charged at the national rate. Mobile and other providers charges may vary, please contact your provider for details.)

**Our** offices are open between 9am and 8pm Monday to Friday and 9am to 12 noon on Saturdays (excluding Bank Holidays). For emergency Homecall or Legal Assistance please contact the helplines shown on page 14 and for all other claims enquiries please contact **us** during our office hours.

When you call the claims helpline we will need some information from you:

- we will ask you for your certificate reference number;
- we will take the details of the claim over the phone.

In the majority of cases, we will be able to tell you whether you are covered and will tell you what you need to do next.

For **buildings** claims, **we** have access to 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 effects claims, if an authorised repairer or supplier is used:

- we will arrange for someone to repair or replace the damaged items.
- vou will not need to obtain estimates.
- you can be assured of the standard of the work.

For some claims, we may ask a loss adjuster to visit you. It is their role to help make the claim easier and explain how the process works.

Please remember to quote your certificate reference number and claim reference number at all times.

# When you need some help

As a Homeline policyholder, **you** not only have the protection of quality insurance, **you** also have access to a range of special helplines, which are there when **you** need some help.

### Homecall

Call Arc on

#### 0844 770 1067\*

**We** will arrange for a repairer to visit **you** following an emergency.

# Broken glass replacement

Call Highway Glass on

**0800 293 031** (Free-phone)

Providing the priority service **you** need to protect **your home**.

\*Calls from a BT landline will be charged at the national rate. Mobile and other providers charges may vary, please contact your provider for details.

# Claim conditions applicable to the whole of this insurance

Should **you** need to make a claim, to make the most of **your** insurance cover **you** will need to ensure that **you** comply with the following conditions.

Failure to adhere to these conditions may result in us cancelling the policy or refusing to deal with your claim.

#### Your duties

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

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

#### How we deal with your claim

1. Defence of claims

#### We may:

- take full responsibility for conducting, defending or settling any claim in your name.
- take any action we consider necessary to enforce your rights or our rights under this insurance.

# **Legal Assistance**

Call Arc on

#### 0870 350 1734\*

**We** will provide **you** with telephone advice on any private problem relating to the laws of Great Britain, Northern Ireland or Channel Islands.

#### 2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered totally or partly under any other insurance except for any excess beyond the amount which would have been covered under the other insurance if this insurance did not exist. This clause does not apply to fatal injury covered under section 2.

#### Fraudulent claims

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, at our option declare the policy invalid.
- we shall not make any return of premiums.
- we may inform the Police of the circumstances.

#### Our service commitment to you

**Our** aim is to provide a first class service at all times. However, any enquiry or concern **you** may have regarding **your** policy, or a claim notified under **your** policy should be addressed to The Manager, Homeline, Heath Lambert Insurance Services, Norfolk House, 32-40 North Street, Horsham, West Sussex, RH12 1RZ, telephone 01403 321212. Please quote **your** certificate and/or claims number to help **your** enquiry to be dealt with speedily.

Should **you** remain dissatisfied with the handling of the matter and wish to make a complaint please refer to the top of **your schedule** for the product name.

#### For HOMELINE SOLUTIONS complaints procedure

If you are still unhappy with any issue connected with the handling of your insurance policy or claim then you should direct your enquiry in writing to: The Compliance Officer, OIM Underwriting Limited, 9 Alie Street, London, E1 8DE.

In the event that **you** remain dissatisfied **you** can refer the matter in writing to - Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA. Telephone - 0800 107 6160, Fax - 01422 325146, E-mail - crt.halifax@uk.rsagroup.com.

If you are still not satisfied after the review or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them. They can be contacted by writing to - Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone - 0845 080 1800. E-mail - complaint.info@financial-ombudsman.org.uk. Website - www.financial-ombudsman.org.uk.

Your right to take legal action against us is not affected by referral to either Royal & Sun Alliance Insurance plc or the Financial Ombudsman Service.

#### For HOMELINE SOLUTIONS II complaints procedure

You should refer to Policyholder and Market Assistance, Lloyd's Market Services, 1 Lime Street, London EC3M 7HA, telephone 020 7327 5693. E-mail: complaints@lloyds.com.

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service. They can be contacted at the following address, The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800.

Your right to take legal action against us is not affected by referral to either the Policyholder and Market Assistance or the Financial Ombudsman Service.

# Your total peace of mind

#### Selling of General Insurance

Homeline is arranged through Heath Lambert Insurance Services which is a trading name of Heath Lambert Ltd (HLL). This insurance is underwritten by Certain Underwriters at Lloyd's of London and other insurers. Lloyd's, other insurers and HLL are authorised and regulated by the Financial Services Authority (FSA).

You can check this on the FSA website, www.fsa.gov.uk/register or by calling 0845 606 1234.

#### **Financial Services Compensation Scheme**

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, telephoning 020 7892 7300 or visiting their website www.fscs.org.uk

#### E.U. Disclosure Clause (UK)

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

#### Language of Contract of Insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

#### **Data Protection Act 1998**

We will store and process your information on Heath Lambert Insurance Services computers and in any other way. By 'your information' we mean personal and financial information we:

a) obtain from **you** or from third parties, such as joint policy holders, credit reference agencies or other organisations when **you** apply for any product or service or which **you** or they give to **us** at any other time

b) learn from the way **you** use **your** products and services. **We** and Heath Lambert Limited will use **your** information to manage **our** products and provide **our** services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve our services to **you** and other customers and protect our interests.

We and Heath Lambert Limited will use your information to inform you (by letter, telephone or e-mail) about products and services (including those of others) that may be of interest to you (although Heath Lambert Limited will only send marketing material to you with your consent).

We may give information about you and how you use your products and services to the following:

- Fraud-prevention agencies and other organisations who may record, use and give out information to other insurers
- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential
- Anyone to whom we transfer or may transfer our rights and duties under this agreement

We may also give out information about you if we have a duty to do so or if the law allows us to do so. We will also share your information with insurers, and their agents, to obtain quotations on an ongoing basis and in the normal course of servicing and administering your insurance. Otherwise we will keep information about you confidential. If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same level of protection as we are required to apply to information held in the UK and to use your information only for the purpose of providing the service to us.

#### Several Liability Notice

The subscribing insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

Section 1 - Buildings
The following cover applies only if the schedule shows that Buildings is included.

What is covered	What is not covered
We will pay for:	What is not covered
Loss or damage to <b>buildings</b> during the <b>period of insurance</b> caused by the following insured events.	The first £100 of each and every claim, unless otherwise stated in the <b>schedule</b> or below.
Fire, smoke, lightning, explosion or earthquake.	
Aircraft and other flying devices or items dropped from them	
3. Storm, flood or weight of snow.	<ul> <li>a) any loss or damage caused by subsidence, heave or landslip other than as covered under insured event 9 of section 1.</li> <li>b) any loss or damage to domestic fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges.</li> </ul>
Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	<ul> <li>a) the first £250 of each and every claim unless otherwise stated in the schedule.</li> <li>b) any loss or damage caused by subsidence, heave or landslip.</li> <li>c) any loss or damage to fixed fuel oil tanks in the open and swimming pools or covers.</li> <li>d) any loss or damage if your home is unoccupied or unfurnished.</li> <li>e) any loss or damage caused by failure of or lack of sealant and/or grout.</li> <li>f) any loss or damage by faulty workmanship.</li> </ul>
5. Escape of oil from a fixed domestic oil-fired heating installation	any loss or damage by faulty workmanship.     any loss or damage if <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
6. Theft or attempted theft.	<ul> <li>any loss or damage if your home is unoccupied or unfurnished.</li> <li>any loss or damage while the home is lent, let or sublet unless the loss or damage follows violent and forcible entry.</li> </ul>
7. Collision or impact by any vehicle or animal.	

Section 1 - Buildings (Continued)
The following cover applies only if the schedule shows that Buildings is included.

What is covered	What is not covered
We will pay for: Loss or damage to <b>buildings</b> during the <b>period of insurance</b> caused by the following insured events.	The first £100 of each and every claim, unless otherwise stated in the <b>schedule</b> or below.
Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	a) any loss or damage if <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
9. Subsidence, landslip or heave of the site upon which the <b>buildings</b> stand.	<ul> <li>a) the first £1,000 of each and every claim or excess shown in the schedule whichever is greater.</li> <li>b) any 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 home are also affected at the same time by the same cause.</li> <li>c) any loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause.</li> <li>d) any loss or damage arising from faulty design, specification, workmanship or materials.</li> <li>e) any loss or damage, for which compensation has been provided or would have been but for the existence of this insurance, under any contract or a guarantee or by law.</li> <li>f) any loss or damage caused by coastal or river erosion.</li> <li>g) any 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.	any loss or damage caused by trees being cut down or cut back.     b) any loss or damage to gates, hedges and fences.     the cost of removing fallen trees where no damage to the <b>building</b> is sustained.

# Section 1 - Buildings This section also covers

What is covered	What is not covered	
We will pay for: Loss or damage to <b>buildings</b> during the <b>period of insurance</b> caused by the following insured events.	Where the amount of any claim is not covered, this is shown below.	
<ul> <li>a. The cost of accidental damage to:</li> <li>fixed glass and double glazing (including the cost of replacing frames).</li> <li>solar panels.</li> <li>sanitary ware.</li> <li>ceramic hobs.</li> <li>all forming part of the buildings.</li> </ul>	a) any loss or damage if <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> . b) the first £100 of each and every claim unless otherwise stated in the <b>schedule.</b>	
b. The cost of accidental damage to:	a) any loss or damage due to wear and tear or damage which happens gradually. b) the first £100 of each and every claim unless otherwise stated in the schedule.	
<ul> <li>c. If you have to move out of your home because of any loss or damage covered under Section 1 buildings, we will pay you for one of the following expenses or losses we have agreed to:</li> <li>rent you would have received if your home could have been lived in.</li> <li>the cost of reasonable 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>	any amount in excess of 10% of the <b>sum insured</b> on the <b>buildings</b> damaged or destroyed.	
<ul> <li>d. Expenses you have to pay and which we have agreed in writing for:</li> <li>architects', surveyors', consulting engineers' and legal fees.</li> <li>the cost of removing debris and making safe the building.</li> </ul>	<ul> <li>a) any expenses for preparing a claim or an estimate of loss or damage.</li> <li>b) any costs if Government or local authority requirements have been served on you before the loss or damage.</li> </ul>	

# Section 1 - Buildings This section also covers (Continued)

What is covered	What is not covered
We will pay for:	
Loss or damage to <b>buildings</b> during the <b>period of insurance</b> caused by the following insured events.	Where the amount of any claim is not covered, this is shown below.
<ul> <li>costs you have to pay in order to comply with any Government or local authority requirements following loss or damage covered under Section 1 buildings.</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 1 <b>buildings</b> .	a) more than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Sections 1 <b>buildings</b> and 2 <b>contents</b> , <b>we</b> will not pay more than £750 <b>in total</b> .
f. Anyone buying the <b>home</b> will have the benefit of Section 1 <b>Buildings</b> cover until the sale is completed or the insurance ends, whichever is sooner.	a) any loss or damage if the <b>buildings</b> are insured under another insurance.
g. Damage to the <b>home</b> caused by forced access to attend a medical emergency or an event which could result in damage to the <b>home</b> .	a) any amount in excess of £750 in any <b>period of insurance</b> .
h. We will pay the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the buildings which is covered under section 1.	a) more than £2,500 in any one <b>period of insurance</b> . b) the first £100 of each and every claim unless otherwise stated in the <b>schedule</b> .

# Conditions that apply to Section 1 - Buildings only

#### 1) How we deal with your claim

If your claim for loss or damage is covered under Section 1 - buildings, we will pay the full cost of repair or replacement as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage;
- the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and the damage has been repaired or loss has been reinstated.

If the **buildings** are not in a good state of repair **we** will make a deduction for wear and tear or gradual deterioration.

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

#### 2) Your sum insured

The most we will pay under Section 1 - Buildings is the sum insured shown on the schedule.

#### 3) Maintaining the sum insured

After **we** have settled a claim, **we** will make sure that **you** continue to be fully covered. **We** will not reduce **your sum insured** on **your buildings**, as long as **you** take the reasonable measures **we** suggest to prevent any further loss or damage.

There will be no extra charge for maintaining the **sum insured**.

#### 4) Underinsurance

If you are under-insured, which means the cost of rebuildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuildings the buildings, we will only pay one half of the cost of repair or replacement.

#### 5) Index-linking

The **sum insured** will be adjusted in line with the changes in the House Rebuilding Cost Index, produced by the Royal Institution of Chartered Surveyors, or in line with any other index that **we** decide.

If you make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as you take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the period of insurance. But each time your insurance is renewed, we will work out a new premium.

# **Section 2 - Contents**

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

What is covered	What is not covered
We will pay for: Loss of or damage to contents whilst in the home during the period of insurance caused by the following insured events:	The first £100 of each and every claim, unless otherwise stated in the <b>schedule</b> or below.
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	a) contents in the open.
Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul> <li>a) the first £250 of every claim unless otherwise stated in the schedule.</li> <li>b) any loss or damage caused by failure of or lack of sealant and/or grout.</li> <li>c) any loss or damage whilst the home is unoccupied or unfurnished.</li> <li>d) any loss or damage caused by faulty workmanship.</li> </ul>
5. Escape of oil from a fixed domestic oil-fired heating installation.	<ul> <li>a) any loss or damage caused by faulty workmanship.</li> <li>b) any loss or damage caused by gradual emission.</li> <li>c) any loss or damage if your home is unoccupied or unfurnished.</li> </ul>
6. Theft or attempted theft.	<ul> <li>any loss or damage whilst the <b>home</b> is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry.</li> <li>b) more than £1,500 for theft or attempted theft from any domestic outbuilding or garage.</li> <li>c) any loss or damage if <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
7. Collision or impact by any vehicle or animal.	
Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	a) any loss or damage if <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
9. Subsidence, landslip or heave of the site upon which the <b>buildings</b> stand.	<ul> <li>a) any loss or damage, for which compensation has been provided or would have been but for the existence of this insurance, under any contract or a guarantee or by law.</li> <li>b) any loss or damage arising from faulty design, specification, workmanship or materials.</li> </ul>

# Section 2 - Contents (Continued)

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

What is covered	What is not covered
We will pay for:	
Loss of or damage to <b>contents</b> whilst in the <b>home</b> during the <b>period of insurance</b> caused by the following insured events:	The first £100 of each and every claim, unless otherwise stated in the <b>schedule</b> or below.
	<ul> <li>c) any loss or damage whilst the <b>home</b> is undergoing any structural repairs, alterations or extensions.</li> <li>d) any loss or damage by coastal or river erosion.</li> </ul>
10. Falling trees, branches, telegraph poles or lamp-posts.	a) any loss or damage caused by trees being cut down or cut back, within the boundary of the <b>buildings</b> .

# Section 2 - Contents This section also covers

What is covered	What is not covered
We will pay for: Loss of or damage to <b>contents</b> whilst in the <b>home</b> during the <b>period of insurance</b> caused by the following insured events:	Where the amount of any claim is not covered, this is shown below.
a. Accidental damage to     televisions, satellite decoders     audio and video equipment     radios     home computers, video cassette recorders all situated within the home	<ul> <li>a) any loss or damage or deterioration caused in the process of cleaning, maintaining, adjusting, repairing, dismantling or misusing the item.</li> <li>b) any loss or damage to equipment designed to be portable.</li> <li>c) any loss or damage to musical instruments.</li> <li>d) any loss or damage to records, audio and video discs, computer discs, cassettes, tapes, or computer software.</li> <li>e) any loss or damage caused by wear and tear, loss of value or anything which happens gradually, mechanically or electrical faults or breakdown.</li> <li>f) any loss or damage caused by light, or atmospheric or climatic conditions.</li> <li>g) any loss or damage caused by scratching or denting.</li> <li>h) the first £100 of each and every claim unless otherwise stated in the schedule.</li> </ul>
<ul> <li>b. If you have to move out of your home because of any loss or damage covered by an insured event, we will pay you for one of the following expenses or losses we have agreed to:</li> <li>the cost of reasonable 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>	any amount in excess of 10% of the <b>sum insured</b> on the <b>contents</b> of the <b>buildings</b> damaged or destroyed.
<ul> <li>c. The contents, if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly caused by:</li> <li>(i) events 1-10 under Section 2 Contents while the contents are: <ul> <li>in any occupied private dwelling.</li> <li>in any buildings where you are living or working.</li> </ul> </li> </ul>	<ul> <li>a) contents outside the United Kingdom.</li> <li>b) money or credit cards.</li> <li>c) any amount in excess of £5,000 or 20% of the sum insured which ever is the less, under Section 2 Contents in a furniture store, unless a higher amount is specifically agreed by us and noted in your schedule.</li> </ul>

# Section 2 - Contents (Continued)

What is covered	What is not covered
We will pay for: Loss of or damage to <b>contents</b> whilst in the <b>home</b> during the <b>period of insurance</b> caused by the following insured events:	Where the amount of any claim is not covered, this is shown below.
<ul> <li>in any buildings for valuation, cleaning or repair.</li> <li>in any furniture store.</li> <li>in any bank or safe deposit.</li> </ul>	d) the first £100 of each and every claim unless otherwise stated in the <b>schedule.</b>
(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store.	
d. Loss or damage to items belonging to guests as a result of insured events 1 to 10.	<ul> <li>a) more than £250 any one guest.</li> <li>b) any loss or damage to <b>contents</b> which are covered by any other insurance or <b>contents</b> belonging to a paying guest or lodger.</li> <li>c) the first £100 of each and every claim unless otherwise stated in the <b>schedule</b>.</li> </ul>
e. 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.	a) more than £10,000 for each insured person.
f. Costs <b>you</b> have to pay for replacing locks to safes, alarms and external doors to the <b>home</b> following theft or loss of <b>your</b> keys.	a) more than £500 in total.
g. 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 2 <b>Contents</b> .	a) more than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Sections 1 <b>Buildings</b> and 2 <b>Contents</b> , <b>we</b> will not pay more than £750 in total.
h. Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.	<ul> <li>a) the cost of repairing, removing or replacing frames.</li> <li>b) the first £100 of each and every claim unless otherwise stated in the schedule.</li> </ul>
i. 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 2 <b>Contents</b> or	<ul><li>a) more than 10% of the sum insured for contents.</li><li>b) loss or damage caused by fire, lightning or explosion to the Buildings</li></ul>

# Section 2 - Contents (Continued)

What is covered	What is not covered	
We will pay for:		
Loss of or damage to <b>contents</b> whilst in the <b>home</b> during the <b>period of insurance</b> caused by the following insured events:	Where the amount of any claim is not covered, this is shown below.	
events a) and b) of Section 1 Buildings.	other than landlord's fixtures or fittings. c) loss or damage arising from subsidence, landslip or heave.	
We will only provide this cover if the loss or damage occurs during the period of insurance.	d) loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of	
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.	malicious intent. e) any loss or damage if <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> . f) the first £100 of each and every claim unless otherwise stated in the schedule.	
j. Wedding / birthday / religious festival gifts within the <b>home</b> against loss or damage caused by events 1 – 10 of Section 2 <b>Contents</b> , for one month before and one month after the wedding day / birthday / religious festival of <b>you</b> or any member of <b>your family</b> (if within the <b>period of insurance</b> ).	<ul> <li>a) more than 10% of the Contents sum insured</li> <li>b) the first £100 of each and every claim unless otherwise stated in the schedule.</li> </ul>	
k. 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 caused by events 1 – 10 of Section 2 Contents.	<ul> <li>a) more than £2,500 per <b>family</b> member.</li> <li>b) more than £1,500 per single article unless specified on the <b>schedule</b></li> <li>c) theft unless following forced and violent entry</li> <li>d) the first £100 of each and every claim unless otherwise stated in the <b>schedule.</b></li> </ul>	
I. The cost of replacing music, media and / or video you have bought and stored on your home entertainment equipment that is irretrievably lost or damaged by events 1-10 of Section 2 Contents.  In order for a claim to be considered you must be able to supply us with proof of purchase.	<ul> <li>a) the cost of remaking a file, tape or disk.</li> <li>b) the cost of rewriting the electronic information contained on your home entertainment equipment.</li> <li>c) more than £500 in any one period of insurance.</li> <li>d) the cost of any information stored for business use.</li> </ul>	

# Conditions that apply to Section 2 - Contents only

#### 1) How we deal with your claim

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

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 for or we have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- · camping equipment
- household linen
- pedal cycles

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 the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### 2) Your sum insured

The most we will pay under Section 2 Contents is the sum insured shown on the schedule, adjusted in line with index-linking.

#### 3) Underinsurance

If the cost of repairing or replacing the **contents** is more than the **sum insured** at the time of any loss or damage, then **you** will have to pay a share of the claim. For example, if **your sum insured** only covers one-third of the cost of repairing or replacing **your contents**, **we** will only pay one-third of the claim.

#### 4) Maintaining the sum insured

After **we** have settled a claim, **we** will make sure that **you** continue to be fully covered. **We** will not reduce **your sum insured** on **your contents**, as long as **you** take the reasonable measures **we** suggest to prevent any further loss or damage.

There will be no extra charge for maintaining the **sum insured**.

#### 5) Index-linking

The **sum insured** will be index-linked. This means that the **sum insured** will be adjusted in line with the changes in the Government Consumer Durables Index or in line with any other index that **we** decide. If **you** make a claim, index-linking will continue during the period when the repair or replacement is being carried out providing **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. Each time **your** insurance is renewed, **we** will work out a new premium for the adjusted **sum insured**.

# Section 3 - 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, 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.	<ul> <li>What is not covered</li> <li>Bodily injury arising directly or indirectly</li> <li>a) from any motor vehicle away from the insured premises not covered by the road traffic accident.</li> <li>b) from any vehicle used for racing, pacemaking or speed testing.</li> <li>c) from any communicable disease or condition.</li> <li>d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance.</li> <li>e) for more than £5,000,000 for any one claim or series of claims arising out</li> </ul>
	e) for more than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that <b>we</b> have agreed in writing.

# Section 4 - Part A - Legal liability to the public Personal Liability

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this insurance.

Part A of this section applies in the following way:

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

What is covered	What is not covered
We will indemnify you	We will not indemnify you for any liability
<ul> <li>(i) as owner or occupier 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 at the premises during the period of insurance,</li> </ul> </li> <li>OR <ul> <li>(ii) as a private individual for any amounts you become legally liable to pay as damages for</li> <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> </ul>	<ul> <li>(a) for bodily injury to</li> <li>you</li> <li>any other permanent member of the home</li> <li>any person who at the time of sustaining such injury is engaged in your service</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</li> <li>you</li> <li>any other permanent member of the home</li> <li>any person engaged in your service</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:  (i) any motorised or horsedrawn vehicle other than:</li> </ul>

# Section 4 - Part A - Legal liability to the public Personal Liability (Continued)

What is covered	What is not covered
We will indemnify you	We will not indemnify you for any liability
	accident shall be deemed to have happened at the time of such accident  (i) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the premises  (k) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

# Section 4 - Part B - Legal liability to the public Unrecovered Court Awards

The following cover applies <u>only</u> if the **schedule** shows that **Contents** is included.

What is not covered
We will not indemnify you
for any amount in excess of £100,000
-

## Section 4 - Part C - Defective Premises Act 1972

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

What is covered	What is not covered
We will indemnify you for	We will not indemnify you
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>	<ul> <li>for any liability if <b>you</b> are entitled to indemnity under any other insurance</li> <li>for the cost of repairing any fault or alleged fault</li> </ul>

# Limit of insurance

We will not pay

• in respect of pollution and/or contamination:

more than £2,000,000 in all

• in respect of other liability covered under section four:

more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

# Section 5 - Valuables and Personal Effects

The following cover applies <u>only</u> if the **schedule** shows that **Valuables and personal effects** is included.

What is covered	What is not covered
We will pay for:  Accidental loss, damage or theft of your valuables and personal effects listed in the schedule occurring during the period of insurance when in the United Kingdom or when elsewhere in the world.	The first £100 of each and every claim, unless otherwise stated in the <b>schedule</b> or below.  a) damage to porcelain, china and glass articles other than jewellery and spectacles unless such damage is caused by burglars, thieves or fire. b) damage caused by moth, vermin, rot, wear and tear or any damage which happens gradually. c) damage from electrical or mechanical faults or breakdown. d) more than £1,500 for any one item (including articles forming a pair or set) unless the item has been specified in the <b>schedule</b> . e) damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. f) damage to guns caused by rusting or bursting of barrels. g) breakage of any sports equipment whilst in use. h) any loss of or damage to contact, corneal or micro corneal lenses. i) theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision. j) more than £750 in total in respect of any loss or damage to portable computer equipment unless otherwise specified in the <b>schedule</b> . k) more than £750 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant. l) more than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms. m) more than £200 per claim for any loss or damage to mobile phones in total unless otherwise specified in the <b>schedule</b> . n) any loss of cash, currency, bank notes, <b>credit cards</b> , debit cards, negotiable documents, coins or stamps.
	baggage is carried by hand and under <b>your</b> personal supervision.  j) more than £750 in total in respect of any loss or damage to portable computer equipment unless otherwise specified in the <b>schedule</b> .  k) more than £750 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.  l) more than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms.  m) more than £200 per claim for any loss or damage to mobile phones in total unless otherwise specified in the <b>schedule</b> .  n) any loss of cash, currency, bank notes, <b>credit cards</b> , debit cards,

# Conditions that apply to Section 5 - Valuables and Personal Effects

#### 1) How we deal with your claim

- a) We will, at our option, repair, replace or pay for any article lost or damaged except for:
  - clothing.
  - household linen.
  - · camping equipment.

where we will take off an amount for wear and tear.

- b) If any insured item forms part of a pair or set:
  - we will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
  - we will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

#### 2) Your sum insured

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

The most **we** will pay for any one unspecified item under Section 5 **valuables and personal effects** is £1,500, mobile phones up to £200 and laptops up to £750 unless otherwise specified in the **schedule**.

If you have specified an item, the most we will pay is the sum insured for that item as shown in the schedule. However, if valuables and personal effects are lost or damaged away from the home, we will not take account of the value of valuables and personal effects in the home at the time of such loss or damage.

#### 3) Underinsurance

If the cost of repairing or replacing the **valuables and personal effects** is more than the **sum insured** at the time of loss or damage, then **you** will have to pay a share of the claim. For example, if **your sum insured** only covers one-third of the cost of repairing or replacing **your valuables and personal effects we** will only pay one-third of the claim.

# Section 6 - Frozen Food extension

On consideration of the additional premium paid it is agreed that Section 2 extends to cover the **CONTENTS** of **your** Domestic Deep Freezer

What is covered	What is not covered
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>a) the first £100 of each and every claim.</li> <li>b) any loss or damage caused by any electricity or gas company cutting off or restricting your supply.</li> <li>c) any loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action.</li> <li>d) more than the sum insured shown in the schedule.</li> </ul>

Section 7 - Pedal Cycles Extension
The following cover <u>only</u> applies if the **schedule** shows pedal cycles are included:

What is covered	What is not covered
This insurance extends to cover the cost of repairing or replacing your pedal cycle(s) (as shown in the schedule) following:  • theft or attempted theft • accidental loss or damage occurring anywhere in the United Kingdom, and up to 60 days elsewhere in the world during a temporary visit during the period of insurance.	any loss or damage to tyres, lights, accessories unless the cycle is stolen or damaged at the same time. b) any loss or damage due to wear and tear or any damage which happens gradually. c) any damage from mechanical or electrical faults or breakdown. d) any loss or damage while the cycle is used for racing or pacemaking or whilst practising for them or is let out on hire or is used other than for private purposes. e) theft unless it was locked to an immovable object or kept in a locked building at the time of the theft. f) more than the amount shown in the <b>schedule</b> . g) whilst being cleaned, washed, restored, adjusted, maintained or repaired. h) motorised pedal cycles.

# Section 8 - Personal Money and Credit Cards extension The following cover only applies if the schedule shows personal money and credit cards are included:

What is covered	What is not covered
<ul> <li>theft or accidental loss of money.</li> <li>any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s).</li> <li>Provided that within 24 hours of you discovering any such loss or theft, you have notified the card issuing company and the police, Border Authorities or Transit Authorities.</li> </ul>	<ul> <li>a) the first £100 of each and every claim, unless otherwise stated in the schedule.</li> <li>b) any shortages due to error or omission.</li> <li>c) any loss of value.</li> <li>d) any loss where conditions under which your credit card(s) were issued to you have been breached.</li> <li>e) more than the amount shown in the schedule.</li> </ul>

# **Endorsements**

### The following endorsements only apply if they are shown in your schedule

#### 01. Insured Event 9 exclusion clause

It is understood and agreed that in respect of Section 1, insured event 9 (Subsidence, Landslip or Heave) is deleted and of no effect.

#### 03. Non standard construction clause

In consideration of the premium paid it is agreed that, although the **buildings** specified on the **schedule** are of 'non-standard' construction any cover under Section 1 - **Buildings** and Section 2 - **Contents** shall apply in respect of such **buildings** as though they were of **standard construction**.

#### 04. Mortice deadlock condition

5-levers/BS3621 Mortice Deadlocks conforming to BS3621 are to be fitted to all final entrance and exit doors of the **home**, and are to be kept in full and effective operation when the **home** is left unattended. If **you** fail to comply with this condition **we** may cancel the insurance or refuse to deal with any claim for theft and/or malicious damage.

## 05. Unoccupancy clause

It is understood and agreed that whilst the home is unoccupied,

- i) the cover under Sections 1 and 2 of this insurance excludes:
  - a) loss or damage by escape of water from water tanks, apparatus and pipes,
  - b) the first £250 of each and every loss,
  - c) items of gold and silver and gold and silver plated articles, jewellery and furs.

ii) the cover under Section 5 of this insurance excludes claims arising from theft or attempted theft from the home.

# 06 .Protection maintenance clause

It is understood and agreed that all protections provided for the safety of the **home** be maintained in good order throughout the **period of insurance** and be in use at all times when the **home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent. If **you** fail to comply with this clause **we** may cancel the insurance or refuse to deal with any claim for theft and/or malicious damage.

## 07. Alarm maintenance clause

Where the **home** is protected by a burglar alarm, it is understood and agreed that in respect of theft from the **home** that:-

- a) the burglar alarm system is in full and effective operation whenever the **home** is left unattended,
- b) the burglar alarm system is in full and effective operation when you retire for the night,
- c) the burglar alarm system should have been maintained in good order throughout the **period of insurance** under a maintenance contract with the installing company.

If you fail to comply with this clause we may cancel the insurance or refuse to deal with any claim for theft.

## 09 Hotel/motel (jewellery) clause

This Insurance excludes loss of or damage to jewellery whilst on the premises of hotels or motels unless the specified jewellery is being worn by **you**, or is contained in a locked safe or vault.

#### 10. Safe and keys clause

This insurance excludes theft in respect of the specified jewellery at the **home** unless kept in a locked safe whilst not worn. It is a condition under this insurance that all keys and duplicate keys of the safe(s) are removed from the **home** whenever left unattended.

If you fail to comply with this clause we may cancel the insurance or refuse to deal with any claim.

#### 11. Automobile and vehicle clause

This insurance excludes theft or disappearance of jewellery and/or furs from road vehicles of every description owned by or under the control of **you** or **your** servants or agents or representatives whilst the vehicles are unattended.

#### 12. Automobile and vehicle clause (2)

This policy excludes theft or disappearance from road vehicles of every description owned by or under the control of **you** or **your** servants or agents or representatives when the vehicles, not being garaged, are left unattended.

#### 13. Musical instruments clause

This insurance provides cover against loss of or damage to musical instruments specified in the schedule but excluding:-

- a) loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching and denting,
- b) any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes,
- c) breakage of strings,
- d) any loss or damage caused by cleaning or repairing or atmospheric conditions.

#### 14. Tools clause

This insurance extends to provide cover on tools excluding:

- a) losses from motor vehicles unless the vehicle is stolen at the same time,
- b) the first £100 of each and every loss,
- c) theft from your home unless following forcible and violent entry,
- d) breakage whilst in use,
- e) any single article in excess of £50.
- f) any cover outside the United Kingdom.

# 15. Mortgagee's interest clause

It is understood and agreed that the interest of the Mortgagee in this Insurance shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any building insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, as soon as reasonably possible after becoming aware, shall give notice to **us** and pay an additional premium if required.

#### 16. Brittle articles deletion condition

In consideration of the additional premium paid, it is agreed that exclusion (a) of Section Five is deleted in respect of items of porcelain, china, glass and the like as specified under Section 5 - **Valuables and personal effects**. All such items are kept within a locked cabinet and dusted only by **you** and/or **family**. If **you** fail to comply with these conditions **we** may cancel the insurance or refuse to deal with any claim.

#### 17. Carpets clause

In respect of carpets and rugs, this insurance excludes staining from any cause other than staining resulting from escape of water from water tanks, apparatus and pipes, storm and flood or staining due to water damage following fire.

#### 18. Stamp clause

Our liability in respect of stamps forming part of a collection is limited to 75% of the Stanley Gibbons valuation.

#### 19. Limitation of cover clause

Cover in respect of Sections 1 and 2 is limited to fire, lightning, explosion, aircraft and impact only and Section 4 legal liability to the public in respect of the **home** as stated in the **schedule**.

#### 20. Theft limitation clause

In respect of this insurance, theft cover from the insured **building/s** is restricted to following forcible and violent entry.

# 21. Water ingress exclusion clause

This insurance excludes ingress of water through flat and/or asphalt roofs unless following an insured event.

# 22. Accidental damage to buildings

In consideration of the additional premium paid, it is agreed that Section 1 - **Buildings** is extended to cover the **buildings** of the **home** against **accidental damage**,

Excluding:

- a) damage specifically excluded under Section 1- Buildings,
- b) settlement, shrinkage, collapse or cracking,
- c) damage whilst the **buildings** are undergoing alterations, repair, extensions or any other process,
- d) damage to out buildings and garages of non standard construction, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences,
- e) damage whilst the **buildings** are lent, let or sub-let in whole or in part,
- f) the cost of maintenance,
- g) wear and tear or gradual deterioration, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost,
- h) damage arising out of defective materials, faulty workmanship, specification or design, or latent defect,
- i) damage arising out of mechanical or electrical breakdown or derangement,
- j) damage arising out of climatic or atmospheric conditions,
- k) the first £100 of each and every claim.

It is a condition of this extension that, in the event of an accident, **you** will make every reasonable attempt to minimise the damage. **We** will not pay the cost of routine maintenance or redecoration.

#### 23. Accidental damage to general contents

In consideration of the additional premium paid, it is agreed that Section 2 - **Contents** is extended to cover household **contents** within the **home** against **accidental damage**.

Excluding:

- a) damage specifically excluded under Section 2 Contents.
- b) damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, renovation or whilst being worked upon,
- c) damage caused by animals kept as domestic pets,
- d) any amount in excess of £1,000 in all, in respect of porcelain, china, glass unless specified in your schedule.
- e) cash, currency, bank notes, negotiable documents, coins, stamps and credit cards,
- f) damage to contact, corneal or micro corneal lenses,
- g) damage whilst the **home** is lent, let or sub-let in whole or in part,
- h) wear and tear or gradual deterioration or damage sustained by moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost,
- i) damage arising out of defective materials, faulty workmanship, specification or design, or latent defect,
- j) damage arising out of mechanical or electrical breakdown or derangement,
- k) damage caused by dryness, dampness, extreme of temperature and exposure to light
- I) the first £100 of each and every claim.

It is a condition of this extension that, in the event of an accident, you will make every reasonable attempt to minimise the damage.

#### 24. Limitation of basis of settlement clause

It is understood and agreed that point 1 of the conditions that apply under Section 2 is deleted and replaced by the following:

In the event of the total loss or destruction by any of the Insured events of any article not more than three years old insured under this section, the basis of settlement shall be the cost of replacing the article new, provided that the article is substantially the same as but not better than the original article when new. This basis of settlement shall not apply to clothing, camping equipment, household linen and pedal cycles.

## 26. Foster Children Clause

Whilst foster children are resident at the **home** section 2 - **Contents** will not include cover for **accidental damage** and cover in respect of insured event 6 theft or attempted theft is excluded unless such loss or damage is consequent upon violent and forcible entry.

Loss or damage caused by a deliberate act of any occupant or their quests is excluded.

# 27. Property Inspection Clause

The **home** must be inspected both internally and externally at least twice a week by either **you** or **your** representative. A record of dates, times and any observations must be recorded, and be available for inspections by **us**.

#### 28. Contract Works Exclusion Clause

This insurance excludes all loss, damage or liability either to or arising from the contract works and/or materials on site.

## 29. £250 Escape of Water Clause

Cover in respect of Escape of Water is subject to a standard policy excess of £250 for each and every loss.

#### 32. NCD Contents

Your premium as shown on the schedule has been discounted for you being claims free under the contents section.

#### 37. High Value Cycle Clause

We will not pay for theft of pedal cycles, unless at the time of the theft:

- 1. the pedal cycle was in the **home** and;
- a) all the protections for the **home** were in full effective operation, and
- b) if in the garage, shed or outbuilding, that the pedal cycle was securely chained to the building structure.
- 2. the pedal cycle was away from the home and;
  - a) kept securely chained in a locked garage or private dwelling of standard construction
  - b) or to an immovable object by the frame or rear wheel.

#### 38. Musical Instrument Clause (2)

This insurance provides cover against loss or damage to the musical instruments specified in the **schedule**, but does not cover:

- loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching or denting,
- any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes,
- breakage of strings, reeds or drum heads
- any loss or damage caused by cleaning or repairing or atmospheric conditions.
- · theft from any building/s unless force, resulting in damage to the building/s or premises, was used to gain entry
- theft away from the home whilst travelling on/in any form of public transport or in a public place if the instrument is left unattended
- theft of the equipment from any unattended motor vehicle unless the instrument is concealed in a locked boot and all the vehicle's security systems have been activated.

#### 39. Mobile Phone Clause

Cover in respect of Section 5 - Valuables and personal effects, is extended to include the mobile phone(s) specified in the schedule subject to the following additional terms and conditions:

- Theft away from the home whilst travelling on/in any form of public transport or in a public place is excluded if the mobile phone is left unattended
- Theft from any building/s is excluded unless force, resulting in damage to the building/s, was used to gain entry
- Theft of the equipment is excluded whilst on/in any form of public transport or public place except where the mobile phone is taken from you by actual or threatened force.

- Theft of the equipment from any unattended motor vehicle is excluded.
- The theft, loss or disappearance must be reported to the police within 24 hours of the event being discovered.
- You are not covered for the cost of replacing any personalised ring tones or graphics, or any additional software/features.

#### 40. Laptop Computer Clause

Cover in respect of Section 5 - **Valuables and personal effects**, is extended to include the electronic equipment specified in the **schedule** subject to the following additional terms and conditions:

- Theft away from the home whilst travelling on/in any form of public transport or in a public place is excluded if the electronic equipment is left unattended
- Theft of the equipment from any unattended motor vehicle is excluded unless the equipment is concealed in a locked boot and all the vehicle's security systems have been activated.
- Theft from any building/s is excluded unless force, resulting in damage to the building or premises, was used to gain entry
- Loss of or damage to accessories of any kind is not covered
- The theft, loss or disappearance must be reported to the police within 24 hours of the event being discovered.
- Any loss of or damage to information or data or software contained in or stored on the electronic equipment whether arising as a result of a claim paid by this insurance or otherwise is specifically excluded.

#### 41. Business use clause

In consideration of the additional premium paid it is agreed that Exclusion f) of Section 4, Part A is extended to include **your** legal liability, as defined therein, arising out of the use of the **home**; PROVIDED ALWAYS that liability arising out of advice given or services rendered in respect of **your** profession, occupation or business is not covered.

#### 42. **Business use clause** (for let or sub-let properties)

In consideration of the additional premium paid it is agreed that Exclusions a) and b) of Section 4 Part A are deleted and replaced as follows:

a) for **bodily injury** or accident or disease to any person who at the time of sustaining such injury is engaged in **your** service or to any member of **your family** or household other than tenants of the insured property where letting or sub-letting has previously been agreed by **us**.

It is further agreed that Exclusion f) of Section 4 Part A is deleted and replaced as follows:

f) arising out of or incidental to any profession, occupation or business other than the sub-letting of the insured property which has previously been agreed by us.

## 43. Over 50s discount

**Your** premium as shown on the **schedule** has been discounted for **you** being aged 50 or over.

#### 44. No claims discount

Your premium as shown on the schedule has been discounted for you being claims free.

#### 45. Three years claim free discount

Your premium as shown on the schedule has been discounted for you being claims free for the past three years.

## 48. Neighbourhood watch discount

Your premium as shown on the schedule has been discounted for you being a member of a neighbourhood watch scheme approved by the police.

#### 49. Approved locks discount

Your premium as shown on the **schedule** has been discounted for **you** having approved locks installed to the **home** to both all external doors and ground floor and accessible windows.

#### 50. NACOSS/NSI approved alarm discount

Your premium as shown on the schedule has been discounted for you having a NACOSS/NSI approved alarm installed at the home.

It is a condition of this insurance that in respect of theft that:-

- a) the burglar alarm system is in full and effective operation whenever the **home** is left unattended,
- b) the burglar alarm system shall have been maintained in good order throughout the **period of insurance** under a maintenance contract with the installing company.

If you fail to comply with these conditions we may cancel the insurance or refuse to deal with any claim.

#### 51. Combined security discount

Your premium as shown on the **schedule** has been discounted for **your home** being fitted with the minimum security requirements and/or **you** being a member of a neighbourhood watch scheme approved by the police.

#### 52. Buildings sum insured discount

Your premium as shown on the schedule has been discounted for the sum insured covered under Section 1 - Buildings.

## 53. Approved smoke alarm discount

Your premium as shown on the schedule has been discounted for you having an approved smoke alarm installed in the home.

#### 54. One year claim free discount

Your premium as shown on the **schedule** has been discounted for **you** being claims free for the past 12 months.

#### 55. Over 60's discount

Your premium as shown on the schedule has been discounted for you being aged 60 or over.

# 56. Contents sum insured discount

Your premium as shown on the schedule has been discounted for the sum insured covered under Section 2 - Contents.

## 57. Business transfer

Your premium as shown on the schedule has been discounted for you having previously held buildings or contents insurance.

#### 58. Two years claim free discount

Your premium as shown on the schedule has been discounted for you being claims free for the past two years.

## 59. Loyalty discount

Your premium as shown on the schedule has been discounted for you having renewed this policy for three consecutive years.

## 60. Combined buildings and contents discount

Your premium as shown on the schedule has been discounted for you insuring both the buildings and contents on a combined policy.

#### 61. Protection condition non compliance clause

It is understood and agreed that non compliance of the protection condition as shown on **your schedule** will result in an additional **excess** of £250, being applied in respect of any loss or damage as a result of theft or attempted theft, for the period of 30 days allowed to install the lock requirement. After this period, theft cover will be excluded, if compliance has not been confirmed in writing.

This £250 theft excess is in addition to the standard policy excess.

If you fail to comply with these conditions we may cancel the insurance or refuse to deal with any claim.

#### 62. Protections condition (1)

Your home must have the following security installed within 30 days from the commencement date as shown on the schedule:-

- 5 lever mortice deadlocks or locks conforming to BS 3621 on all final entrance and exit doors and key operated security devices on all ground floor and accessible windows and/or existing locks plus key operated security devices at the top and bottom on all final exit doors or key operated patio door locks mounted internally on the centre rail for sliding patio doors and
- key operated security devices on all ground floor and accessible windows.

If you fail to comply with these conditions we may cancel the insurance or refuse to deal with any claim.

# 63. Protections condition (2)

Your home must have the following security installed within 30 days from the commencement date as shown on the schedule:-

• 5 lever mortice deadlocks or locks conforming to BS 3621 on all final entrance and exit doors and or existing locks plus key operated security devices at the top and bottom on all final exit doors or key operated patio door locks mounted internally on the centre rail for sliding patio doors.

If you fail to comply with these conditions we may cancel the insurance or refuse to deal with any claim.

# 64. Protections condition (3)

Your home must have the following security installed within 30 days from the commencement date as shown on the schedule:-

· key operated security devices on all ground floor and accessible windows.

If you fail to comply with this condition we may cancel the insurance or refuse to deal with any claim.

#### 65. Jewellery clause

This insurance does not cover loss of jewellery and/or watches by theft or disappearance unless the items are:

- a) being worn; or
- b) deposited in a bank or locked safe or hotel/motel safe; or
- c) carried by hand under **your** personal supervision.

It is also noted that exclusion I) section 5 does not apply.

#### 66. Alarm condition

A NACOSS/NSI approved alarm system to be installed within 30 days of inception.

If you fail to comply with this condition we may cancel the insurance or refuse to deal with any claim.

#### 67. Contractors exclusion clause

This insurance excludes loss, damage or liability arising out of the activities of contractors.

#### 68. Climatic conditions clause

This insurance does not cover:

- a) loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and
- b) breakage of strings, reeds or drumheads from any cause to any musical instrument.

# 69. Computer systems records exclusion clause

This insurance does not cover loss or damage to computer system records.

# 70. Deletion of pairs and sets clause

It is understood and agreed that in the event of loss of a part of a pair or set, **we** will bear the cost of replacement even though such cost be more than the proportionate part of the pair or set up to the amount insured in respect of the item.

#### 71. Fire extinguisher condition

Your home must have a minimum of two fire extinguishers installed within 30 days from the commencement date as shown on the **schedule**. If **you** fail to comply with these conditions **we** may cancel the insurance or refuse to deal with any claim.

# 72. Heating condition

It is a condition of this insurance the water system is turned off at the mains and drained between 1st November and 31st March annually or that the central heating system is maintained at a minimum temperature of 18 degrees centigrade.

If you fail to comply with this condition we may cancel the insurance or refuse to deal with any claim.

#### 73. Let properties compulsory excess

You must pay an additional £200 excess for each and every claim in addition to the standard policy excess, and subject to the building/s not being let to DSS tenants or students.

#### 74. Notice clause

You must tell us before there is any change in occupancy of the insured buildings (i.e. properties that become unoccupied and/or if any vacant buildings become occupied) as we may adjust the premium and/or terms of your cover.

#### 75. No return premium

No return of premium if the policy is cancelled within the first six months from the commencement date as shown on the schedule.

## 76. Pedal cycle clause

It is a condition of this insurance that pedal cycles as specified on the **schedule** must be padlocked to an immobile object or kept in a locked building when left unattended.

If you fail to comply with this condition we may cancel the insurance or refuse to deal with any claim.

#### 77. Subsidence, landslip or heave exclusion clause

Cover in respect of Section 1 - **Buildings** and Section 2 - **Contents** excludes insured event 9, subsidence, landslip or heave and alternative accommodation under Section 1c. - **Buildings** and Sections 2b. - **Contents**.

#### 78. Computer clause

Cover in respect of Section 5 - Valuables and personal effects, excludes loss, theft or disappearance to portable computer equipment, tapes, discs and computer software:

- a) whilst contained in unattended motor vehicles
- b) unless carried by hand and/or under your personal supervision.

#### 79. Settings and mountings clause

It is a condition of the Insurance that all settings, mountings, clips and fastenings are inspected and overhauled by a competent jeweller during each **period of insurance**.

If you fail to comply with this condition we may refuse to deal with any claim.

#### 80. Flats clause

The **sum insured** showing under Section 1 - **Buildings** represents the value of that portion of the building owned by **you** (including external walls, roof and foundations and such common parts of the building for which **you** are legally responsible). In the event of a loss resulting from an insured event to any part of the property not occupied by **you** but for which **you** are legally responsible, **we** will only pay such portion of that loss as the **sum insured** bears to the reinstatement of the building.

#### 81. Over 40s discount

Your premium as shown on the schedule has been discounted for you being aged 40 or over.

#### 82. Five years claim free discount

Your premium as shown on the schedule has been discounted for you being claims free for the past 5 years.

#### 83. Onus of proof clause

The onus of the proof of value rest with you in the event of a claim where professional valuations have not been seen and agreed by us.

## 84. Four years claim free discount

Your premium as shown on the schedule has been discounted for you being claims free for the past 4 years.

#### 85. Holiday Home Used for Family Use (Furnished)

In addition to the terms and conditions stated within the policy wording, whilst the **home** is not occupied the following will apply:

- a) loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- b) the **home** must be inspected at least once a month by a responsible adult.
- c) the **contents** are restricted to household goods, furniture and furnishings and appliances.
- d) **you** will be responsible for the first £250 of every claim.
- e) all protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **home** is left unattended. Such protection shall not be withdrawn or varied without our consent.

If you fail to comply with these conditions we may cancel the insurance or refuse to deal with any claim.

#### 86. Let Property Clause

Whilst the **home** is let or sub-let the following conditions will apply:

- a) tenancy agreements for 6 months and over must be in force at all times together with suitable references.
- b) a further **excess** of £250 is payable by **you** (unless a higher **excess** is stated within **your schedule**) for any claim for physical loss or damage other than arising from subsidence, landslip or heave which is as stated on **your schedule**.
- c) let to Professionals only and all Local and National Authority regulations are complied with.
- d) loss or damage caused by a deliberate act of any tenant or their guest(s) is excluded.
- e) accidental damage caused by any tenant or their guest(s) is excluded.
- f) this insurance does not cover **valuables and personal effects**, gold and silver articles, **credit cards**, **money**, belonging to **you** or any property whatsoever belonging to the tenant(s).
- g) this insurance does not cover theft or attempted theft from the **home** other than as a result of forcible and violent entry.
- h) If your home is not occupied and is intended not to be occupied for a period of more than 30 consecutive days the following terms will apply;
  - loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
  - the home must be inspected both internally and externally at least once every 7 days by a responsible adult.
  - the contents under section 2 (if included in your schedule) are restricted to household goods, furniture, furnishings and appliances.
  - it is a condition of cover that all security protections provided for the safety of the **home** be maintained in good order and be in use at all times. Such security protections shall not be withdrawn or varied without **our** consent.

If your home is to become unoccupied for more than 30 consecutive days, you must tell us immediately and we may adjust the premium and/or terms of your cover. Failure to inform us of any changes in occupancy could result in cover being restricted or withdrawn.

# 87. Unoccupancy Clause (2)

The following terms are applicable to this insurance:

a) loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.

- b) the home must be inspected both internally and externally at least once every 7 days by a responsible adult.
- c) the contents under section 2 (if included in your schedule) are restricted to household goods, furniture, furnishings and appliances.
- d) theft or disappearance of **valuables and personal effects**, gold, silver and gold silver plated articles (if included in **your schedule**) from the **home** is excluded.
- e) it is a condition of cover that all security protections provided for the safety of the **home** be maintained in good order and be in use at all times. Such security protections shall not be withdrawn or varied without **our** consent.
- f) an **excess** of £250 is payable by you unless a higher **excess(es)** is stated in your **schedule**, for any claim for physical loss or damage other than arising from subsidence, landslip or heave which remains as stated in your **schedule**.

Important: The 30 consecutive day period stated under the definition of unoccupied within your policy wording is hereby deleted.

#### 88. Protections Conditions

It is a condition of this insurance that the **home** must have the following security installed:-

- the final exit door must be secured by a mortise deadlock to British Standard 3621 or a deadlock with at least 5 levers; or, if the door is UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder.
- all other external doors must be secured by a mortise deadlock to British Standard 3621 or a deadlock with at least 5 levers; or by a multi-point locking system with either a lever or built-in deadlocking cylinder; or Key-operated security bolts fitted internally to the top and bottom.
- patio or French Doors must be secured by a multi-point locking system with a lever or cylinder deadlock; or other key-operated vertical security bolts fitted internally at the top and bottom.
- louvre windows must be fixed into their brackets with suitably strong adhesive.
- garage doors must be fitted with a key operated lock (other than rim latch) or a good quality padlock.
- all opening sections of the basement, ground floor and easily accessible windows to the buildings must be secured by key operated window locks.
- all outbuildings are fitted with good quality locks and / or padlocks.

If you fail to comply with these conditions we may cancel the insurance or refuse to deal with any claim.

#### 89. Valuation Clause

You must provide us with a receipt or valuation for the specified jewellery and/or watch(es), from a National Association of Goldsmiths registered jeweller within 30 days from the commencement date as shown on the schedule.

Failure to provide the required valuation within this specified time period could result in cover being restricted to the Single Article Limit noted within **your** policy in the event of a claim.

# 94. Bedrooms - Sum Insured Limitation Clause

Index-linking – contents

It is understood and agreed that as **your** premium is calculated based upon the number of bedrooms, the **sums insured** will not be index linked. In respect to Section Two – **Contents** the paragraph headed 'Index Linking' is deleted.

Alternative Accommodation - buildings

It is understood and agreed that in respect of Section One - **Buildings** (C) (Loss of Rent and Additional Costs of Alternative Accommodation), exclusion a) is deleted and replaced with the following:

(a) any amount in excess of £12,500.

## 95. Unoccupied Property For Sale (Unfurnished) Clause

Cover under this policy of insurance is limited to the insured events of Fire, Lightning, Explosion, Aircraft and Legal liability only, in respect of the premises as stated in the **schedule**. Subject to **your** compliance with the following:

- all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent
- the **home** must be inspected at least once every 7 days by a responsible adult.
- you will be responsible for the first £250 of every claim.

In the event of this policy being cancelled a return premium will be made to **you** for the unexpired **period of insurance**, except where the policy is cancelled within six months of inception when **we** will retain a minimum of six months premium. If a claim is paid during this insured period then no return premium will be given.

#### 96. Storm Excess Clause

You must pay the first £250 of every claim for loss or damage caused as a result of storm.

#### 97. Flat Roof Clause

In respect of Section 1 - Buildings, insured event 3 Storm, flood or weight of snow - under what is not covered, the following is added:

- the first £250 of every claim for loss or damage to flat roofed areas of the **buildings**.
- flat roofs which have not been recovered within the last 12 years.
- loss or damage arising as a result of water leaking through your flat roof, unless the loss or damage is caused by an insured event.

## 98. Pre 1920 Increased Storm Excess £250

You must pay the first £250 of every claim for loss or damage caused as a result of Storm, Flood, Weight of Snow and Escape of Water from water apparatus or pipes.

## 99. NCD Buildings

Your premium as shown on the schedule has been discounted for you being claims free under the buildings section.

#### 102. Additional Voluntary Excess

We will not be liable to pay the first amount (as shown in the **schedule** against 'Additional items and clauses' number 102) of any claim(s) following damage caused by any of the insured events covered under Section 1- **Buildings** and/or Section 2 - **Contents** as stated in the **schedule**. This is in addition to the standard £100 policy **excess** shown in policy wording. The **excess** for insured event 9 (subsidence, landslip and heave) remains as per the **schedule** of Insurance.



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