

## The insurance contract

In return for payment of the premium shown in the **schedule**, we agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

**You** and we are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

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

## Effected through

Specialist Insurance Agency Ltd  
St James House,  
158 Winchester Road,  
Southampton  
SO16 6UE

Tel No 02380 780 315  
Fax 08451 776 666  
Email [commercial@specialistinsure.com](mailto:commercial@specialistinsure.com)

## In the event of a claim

Please contact Specialist Insurance Agency Ltd as above or by email to [claims@specialistinsure.com](mailto:claims@specialistinsure.com)

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## Definitions

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

<b>Accidental Damage</b>	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
<b>Bank cards</b>	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.
<b>Bodily injury</b>	Physical injury including accidental death, disease or illness
<b>Buildings</b>	<ul style="list-style-type: none"><li>• the <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• <b>swimming pools</b>, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally liable and within the <b>premises</b> named in the <b>schedule</b>.</li></ul>
<b>Contents</b>	<p>Household goods and other items, within the <b>home</b>, which are <b>your</b> property or which <b>you</b> are legally liable for.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• carpets</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li><li>• <b>contents</b> outside the <b>home</b> but within the <b>premises</b> up to GBP750 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>)</li><li>• <b>money</b> and <b>bank cards</b> up to GBP500 in total</li><li>• deeds and registered bonds and other personal documents up to GBP2,000 in total</li><li>• stamps or coins forming part of a collection up to GBP2,000 in total</li><li>• gold, silver, gold and silver plated articles, jewellery and furs up to GBP4,000 or 10% of the amount insured for <b>contents</b> whichever is less, within the private dwelling</li><li>• domestic oil in fixed fuel oil tanks up to GBP1,500</li></ul> <p><b>Contents</b> does NOT include:</p> <ul style="list-style-type: none"><li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property held or used for business purposes</li><li>• any property insured under any other insurance.</li></ul>

Endorsement	A change in the terms and conditions of this insurance agreed by <b>you</b> and <b>us</b> . <b>Endorsements</b> which apply to <b>your</b> insurance (if any) will be shown in the <b>Schedule</b> and detailed at the end of this document.
Excess	The amount <b>you</b> will have to pay towards each separate claim
Family	Members of <b>your</b> family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. ' <b>Family</b> ' does not include lodgers, tenants or domestic staff.
Heave	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
Home	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> .
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none"> <li>• current legal tender, cheques, postal and money orders</li> <li>• postage stamps not forming part of a stamp collection</li> <li>• savings stamps and savings certificates, travellers' cheques</li> <li>• premium bonds</li> <li>• travel cards and travel tickets</li> <li>• luncheon vouchers and gift vouchers</li> </ul> <p>all held for private or domestic purposes.</p>
Period of insurance	The length of time for which this insurance is in force, as shown in the <b>schedule</b> .
Personal possessions	<p>Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to <b>you</b>.</p> <p><b>Personal possessions</b> does NOT include:</p> <ul style="list-style-type: none"> <li>• <b>money</b> and <b>bank cards</b> (these are only covered in the <b>home</b> under <b>contents</b> insurance, unless <b>you</b> have chosen <b>money</b> and <b>bank card</b> cover under section 8).</li> <li>• pedal cycles.</li> </ul>
Premises	The address which is shown in the <b>schedule</b> .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The document showing <b>your</b> name, the <b>premises</b> , the amounts insured, the <b>period of insurance</b> and the sections of this insurance which apply.
Settlement	Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> .
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subsidence	Downward movement of the ground beneath the <b>buildings</b> where the movement is unconnected with the weight of the building.

Swimming pools	Swimming pools which are permanently installed.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied	When the <b>home</b> is not being lived in by <b>you</b> (or a person <b>you</b> have authorised).
Valuables	<ul style="list-style-type: none"> <li>• jewellery</li> <li>• furs</li> <li>• gold, silver, gold and silver plated articles</li> <li>• pictures</li> </ul> <p>all of which belong to <b>you</b>.</p>
We / us / our	The Underwriters at Lloyd's who have a share in this insurance.
You / your / yours / insured	The person or persons named in the <b>schedule</b> and all members of their <b>family</b> who permanently live in the <b>home</b> .
Your broker	The insurance broker or intermediary who arranged this insurance on <b>your</b> behalf.

## Important information

This document, the **schedule** and any **endorsement(s)** attached form **your** insurance. This document sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

This insurance relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage sections **you** have requested (see the "Information you have given us" section below);
- **you** notify **us** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section on page 5);
- **you** take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with the "Things **you** must do" in the event of a claim (see page 30), **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

## Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section on page 5.

**We** or **your** insurance broker will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

## Notifying us of any changes or inaccuracies

You must notify your broker:

- without delay if **you** become aware that information **you** have given us is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to us which happens before or during the **period of insurance**;
- at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the **buildings**.

When we are notified that information **you** previously provided is inaccurate, or of any changes to that information, or planned structural works, we will tell **you** if this affects **your** insurance. For example, we may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the "Cancelling this insurance" section below.

If **you** fail to notify us that information **you** have provided is inaccurate, or **you** fail to notify us of any changes, this insurance may become invalid and we may not pay **your** claim, or any payment could be reduced.

## Cancelling this insurance

You can cancel this insurance at any time by writing to **your broker**.

We can cancel this insurance by giving **you** thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that we can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

## Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

## Section one

<b>Buildings</b>	
What is covered under this section	What is not covered under this section
This insurance covers the <b>buildings</b> for loss or damage directly caused by:	<b>We will not pay:</b>
1. fire, lightning, explosion or earthquake	the first GBP100 of every claim
2. aircraft and other flying devices or items dropped from them	the first GBP100 of every claim
3. i) storm ii) flood iii) weight of snow	(a) the first GBP100 of every claim (b) for loss or damage to domestic fixed fuel-oil tanks in the open, <b>swimming pools</b> , tennis courts, drives, patios and terraces, gates and fences
4. i) escape of water from fixed water tanks, apparatus or pipes ii) frost to fixed water tanks, apparatus or pipes	(a) the first GBP100 of every claim (b) for loss or damage caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> other than as covered under number 9 of section one (c) for loss or damage to domestic fixed fuel-oil tanks and <b>swimming pools</b> (d) for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days.  <b>Note - Exclusion (d) does not apply to Holiday Homes, Holiday Lets and Let properties</b>
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) the first GBP100 of every claim (b) for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days.  <b>Note - Exclusion (b) does not apply to Holiday Homes, Holiday Lets and Let properties</b>
6. theft or attempted theft	(a) the first GBP100 of every claim (b) for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days. (c) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry  <b>Note - Exclusions (b) and (c) do not apply to Holiday Homes, Holiday Lets and Let properties</b>



## Section One

<b>Buildings (continued)</b>	
<b>What is covered under this section</b>	<b>What is not covered under this section</b>
This insurance covers the <b>buildings</b> for loss or damage directly caused by:	<b>We will not pay:</b>
7. collision by any vehicle or animal	the first GBP100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<p>(a) for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days.</p> <p><b>Note - Exclusion (a) does not apply to Holiday Homes, Holiday Lets and Let properties</b></p> <p>(b) the first GBP100 of every claim</p>
9. <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	<p>(a) for loss or damage to domestic fixed fuel-oil tanks, <b>swimming pools</b>, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also damaged at the same time by the same event</p> <p>(b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>(c) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship</p> <p>(d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>(e) for loss or damage caused by coastal or river bank erosion</p> <p>(f) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, structural alterations, extensions or demolition</p> <p>(g) for loss or damage caused by normal <b>settlement</b> and / or any general deterioration of the <b>building</b></p> <p>(h) loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the <b>buildings</b></p> <p>(i) the first GBP1,000 of every claim.</p>

## Section one

<b>Buildings (continued)</b>	
<b>What is covered under this section</b>	<b>What is not covered under this section</b>
This insurance covers the <b>buildings</b> for loss or damage directly caused by:	<b>We will not pay:</b>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	(a) the first GBP100 of every claim  (b) for loss or damage to the actual radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph and other utility poles or lamp-posts	(a) the first GBP100 of every claim  (b) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>  (c) for loss or damage to gates and fences
This section of the insurance also covers:	<b>We will not pay:</b>
A. the cost of repair or replacement following <b>accidental damage</b> to: <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> all forming part of the buildings	(a) the first GBP100 of every claim  (b) for damage while the <b>buildings</b> are insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days.  <b>Note - Exclusion (b) does not apply to Holiday Homes, Holiday Lets and Let properties</b>
B. the cost of repairing <b>accidental damage</b> to: <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> for which <b>you</b> are legally liable	the first GBP100 of every claim

## Section one

Buildings (continued)	
What is covered under this section	What is not covered under this section
This section of the insurance also covers:	We will not pay:
<p>C.</p> <ul style="list-style-type: none"> <li>• loss of rent due to <b>you</b> which <b>you</b> are unable to recover</li> <li>• additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for</li> </ul> <p>while the <b>buildings</b> cannot be lived in following loss or damage which is covered under section one</p>	any amount over 10% of the amount insured for the <b>buildings</b> damaged or destroyed
<p>D.</p> <p>expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing in advance for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>building</b></li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the buildings which is covered under this section (section one)</p>	<p>(a) any expenses for preparing a claim under this or any other insurance or an estimate of loss or damage</p> <p>(b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage occurred</p>
<p>E.</p> <p>increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to a claim accepted by <b>us</b> under number 4 of section one</p>	more than GBP750 in any period of insurance. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than GBP750 in total
<p>F.</p> <p>anyone buying the <b>home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	if the <b>buildings</b> are insured under any other insurance
<p>G.</p> <p>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 <b>buildings</b> which is covered under section one</p>	more than GBP2,500 in any period of insurance.

## Accidental damage to the buildings

The following applies only if the schedule shows that accidental damage to the buildings is included.

What is covered under this section	What is not covered under this section
This extension covers:	We will not pay:
accidental damage to the buildings	<ul style="list-style-type: none"> <li>(a) the first GBP100 of every claim</li> <li>(b) for damage or any proportion of damage which we specifically exclude elsewhere under section one</li> <li>(c) for the buildings moving, settling, shrinking, collapsing or cracking</li> <li>(d) for damage while the home is being altered, or extended</li> <li>(e) for damage to outbuildings and garages which are not of standard construction</li> <li>(f) for damage while the home is lent, let or sublet  <b>Note - Exclusion (f) does not apply to Holiday Homes, Holiday Lets and Let properties</b></li> <li>(g) for the cost of general maintenance</li> <li>(h) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>(i) for damage caused by faulty or unsuitable materials or design or poor workmanship</li> <li>(j) for damage from mechanical or electrical faults or breakdown</li> <li>(k) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>(l) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fuel tanks</li> <li>(m) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> </ul>

## Conditions that apply to section one (buildings) only

### Settling claims

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#### How we deal with your claim

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1. If **your** claim for loss or damage is covered under section one, we will pay the full cost of repair as long as:

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

If the **buildings** were not in a good state of repair prior to the loss we may deduct an amount from **your** claim to reflect the difference in the value of the **buildings** in a good state of repair and the value of the **buildings** in disrepair.

2. 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.

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#### Your amount insured

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3. We will not reduce the amount insured under section one after we have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

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

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#### Limit of insurance

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We will not pay more than the amount insured for each **premises** shown in the **schedule**.

## Section two

Contents	
What is covered under this section	What is not covered under this section
This insurance covers the <b>contents</b> for loss or damage directly caused by:	We will not pay:
1. fire, lightning, explosion or earthquake	
2. aircraft or other flying devices or items dropped from them	
3. i) storm ii) flood iii) weight of snow	for <b>contents</b> outside the home
4. escape of water from fixed water tanks, apparatus or pipes	
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. theft or attempted theft	(a) for 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  <b>Note - Exclusion (a) does not apply to Holiday Homes, Holiday Lets and Let properties</b>  (b) any amount over GBP1,000 or 3% of the amount insured for <b>contents</b> whichever is greater, within detached domestic outbuildings and garages
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	

## Section two

Contents (continued)	
What is covered under this section	What is not covered under this section
This insurance covers the <b>contents</b> for loss or damage directly caused by:	<b>We will not pay:</b>
9. <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	<p>(a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>(b) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship</p> <p>(c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</p> <p>(d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, structural alterations, extensions or demolition</p> <p>(e) for loss or damage caused by coastal or river bank erosion</p>
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the <b>premises</b>
This section of the insurance also covers	<b>We will not pay</b>
A. <b>accidental damage</b> to televisions, radios, gaming consoles, DVD players, <b>home</b> computers, and all other audio and video equipment all situated within the <b>home</b>	<p>(a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling the item</p> <p>(b) for damage to removable data storage media, including tapes, records, cassettes, discs, memory cards and sticks, computer and console games or computer software</p> <p>(c) for mechanical or electrical faults or breakdown</p>

## Section two

Contents (continued)	
What is covered under this section	What is not covered under this section
<p>B. accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• sanitary ware</li> </ul> <p>forming part of the <b>buildings</b> which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• glass/ceramic hobs</li> </ul>	<p>for the cost of repairing, removing or replacing frames</p>
<p>C. the <b>contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any <b>buildings</b> where <b>you</b> are living or working</li> <li>• in any building for valuation, cleaning or repair</li> <li>• in any storage facility</li> <li>• in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your new home</b> or to or from any bank, safe deposit or storage facility</p>	<p>(a) for <b>contents</b> outside the <b>United Kingdom</b></p> <p>(b) for <b>money</b> or <b>bank cards</b></p> <p>(c) any amount over 20% of the amount insured under section two for <b>contents</b> in a storage facility</p>
<p>D. up to twelve (12) months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under this section (section two)</p>	<p>any amount over 10% of the amount insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p>



## Section two

Contents (continued)	
What is covered under this section	What is not covered under this section
This section of the insurance also covers:	We will not pay:
E. costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under this section (section two)	any amount over 10% of the amount insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
F. If <b>you</b> are a tenant, <b>your</b> legal responsibility for loss or damage to the <b>buildings</b> caused by one of the causes listed under 1 to 9 of this section (section two).	<p>(a) the first GBP100 of every claim</p> <p>(b) any amount over 10% of the amount insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p> <p>(c) for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings</p> <p>(d) for loss or damage arising from <b>subsidence, heave or landslip</b></p> <p>(e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>(f) for loss or damage while the <b>buildings</b> are insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days.</p>
G. the cost of repairing <b>accidental damage</b> to <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> which <b>you</b> are legally liable for as tenant only	the first GBP100 of every claim

## Section two

Contents (continued)	
What is covered under this section	What is not covered under this section
This section of the insurance also covers	We will not pay
<p>H. fatal injury to <b>you</b>, happening at the <b>premises</b>, caused by physical violence by intruders or by fire, provided that death ensues within twelve (12) months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> <li>• GBP10,000 for each insured person over sixteen (16) years of age,</li> <li>• GBP5,000 for each insured person under sixteen (16) years of age,</li> </ul> <p>at the time of death</p>	
I. costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys	any amount over GBP750 in any period of <b>insurance</b>
J. increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to a claim accepted by <b>us</b> under number four (4) of section two	more than GBP750 in any period of <b>insurance</b> . If <b>you</b> claim for such loss under sections one and two, we will not pay more than GBP750 in total

## Accidental damage to contents

The following applies only if the schedule shows that accidental damage to contents is included.

What is covered under this section	What is not covered under this section
This extension covers	We will not pay
accidental damage to the contents within the home	<ul style="list-style-type: none"> <li>(a) for the first GBP100 of every claim</li> <li>(b) for damage or any proportion of damage which we specifically exclude elsewhere under section two</li> <li>(c) for damage to contents within garages and outbuildings</li> <li>(d) for damage while the home is lent, let or sub let  <b>Note - Exclusion (d) does not apply to Holiday Homes, Holiday Lets and Let properties</b></li> <li>(e) for damage to money, bank cards, documents or stamps</li> <li>(f) any amount over GBP2,000 in total for porcelain, china, glass and other brittle articles</li> <li>(g) for damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon</li> <li>(h) for damage caused by chewing, tearing, scratching or fouling by animals, or damage caused by insects, vermin or infestation</li> <li>(i) for damage caused by faulty design or unsuitable materials specification, workmanship or materials</li> <li>(j) for damage caused by dryness, dampness, wet or dry rot, mould or frost, or extremes of temperature and exposure to light</li> <li>(k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>(l) for any mechanical breakdown or malfunctioning of an article</li> </ul>

## Conditions that apply to section two (contents) only

### Settling claims

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#### How we deal with your claim

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1. If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article we will pay **you** the cost of replacing the article as new, as long as:

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

The above basis of settlement will not apply to:

- clothes; or
- pedal cycles.

where we will take off an amount for depreciation in value.

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

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#### Your amount insured

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3. We will not reduce the amount insured under section two after we have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** amount insured for the **contents**, then we will only pay a proportion of the claim. For example if **your** amount insured only covers one half of the cost of replacing or repairing the **contents**, we will only pay one half of the cost of repair or replacement.

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#### Limit of insurance

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We will not pay any more than the amount insured for the **contents** of each premises shown in the schedule.

### Section three

#### Accidents to Domestic Staff

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

What is covered under this section	What is not covered under this section
<p><b>We will pay for your legal liability</b></p> <p>for amounts <b>you</b> become legally liable to pay, including costs and expenses which we have agreed in writing in advance, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b></p>	<p><b>We will not pay for your legal liability</b></p> <p>for <b>bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• from the use of any vehicle outside the <b>premises</b></li> <li>• from any vehicle used for racing, pace making or speed testing</li> <li>• from any communicable disease or condition</li> <li>• in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b></li> <li>• from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul>

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#### Limit of insurance

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We will not pay more than **GBP5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing in advance.

## Section four

### Legal Liability to the Public

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

Part A - this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner is covered under Part A(i) below only.
- if the **contents** only are insured, **your** legal liability as occupier 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 under this section	What is not covered under this section
We will pay for <b>your</b> legal liability:	We will not pay for <b>your</b> legal liability:
<p>(i) as owner or occupier up to the amounts insured stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b></p>	<p>(a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is employed by <b>you</b></li> </ul> <p>(b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>(c) arising out of any criminal or violent act to another person or property</p> <p>(d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>(e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the <b>period of insurance</b></p> <p>(f) arising directly or indirectly out of any profession, occupation, business or employment of <b>yours</b></p> <p>(g) which is <b>your</b> legal liability by having entered into a contract and which would not otherwise be covered</p> <p>(continued over the page)</p>

Section four

Legal Liability to the Public (continued)	
Part A (continued)	What is not covered under this section
	We will not pay for <b>your</b> legal liability:
	<p>(h) arising out of <b>your</b> ownership, possession or use of:</p> <p>(i) any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the premises and</li> <li>• domestic pedestrian controlled gardening equipment</li> </ul> <p>(ii) any power-operated lift other than stairlifts</p> <p>(iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>(iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation</p> <p>(i) in respect of any kind of pollution and/or contamination unless it is:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than thirty (30) days from the end of the <b>period of insurance</b>;</li> </ul> <p>(j) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p>

## Section four

Legal Liability to the Public (continued)	
Part B	
What is covered under this section	What is not covered under this section
<p><b>We will pay for</b></p> <p>amounts which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li>• Part A(ii) of this section would have paid on <b>your</b> behalf had the award been made against <b>you</b> rather than to <b>you</b></li> <li>• there is no appeal pending</li> <li>• <b>you</b> agree to allow <b>us</b> to enforce any right which we will become entitled to upon making payment</li> </ul>	<p><b>We will not pay</b></p> <p>for any amount above GBP100,000</p>
Part C	
<p><b>We will pay for</b></p> <p>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></p>	<p><b>We will not pay</b></p> <p>for the cost of repairing any fault or alleged fault</p>

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### Limit of insurance

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#### We will not pay:

- More than **GBP5,000,000**, in all, in respect of pollution and/or contamination.
- in respect of other liability covered under section four - more than **GBP5,000,000** in all for Part A and C, and **GBP100,000** 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 in advance.



## Section five

### Valuables and personal possessions

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

What is covered under this section	What is not covered under this section
This insurance covers	We will not pay
<p><b>Valuables and personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage within the geographical limits shown in the <b>schedule</b></p>	<ul style="list-style-type: none"> <li>(a) for damage caused by moth or vermin</li> <li>(b) for damage caused directly or indirectly by electrical or mechanical faults or breakdown</li> <li>(c) any amount over GBP1,000 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b></li> <li>(d) for loss or damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon</li> <li>(e) for damage to guns caused by rusting or bursting of barrels</li> <li>(f) for breakage of any sports equipment whilst in use</li> <li>(g) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision</li> <li>(h) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the <b>schedule</b></li> <li>(i) any amount over GBP1,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without someone authorised by <b>you</b> being inside the vehicle</li> <li>(j) any amount over GBP3,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms</li> <li>(k) the first GBP100 of every claim in respect of unspecified items</li> </ul>

## Conditions that apply to section five (valuables and personal possessions) only

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### How we deal with **your** claim

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1. We will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of GBP1,000 or over:
  - we will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
  - we will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

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### Under insurance

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3. **You** are under insured if the total value of unspecified items at the time of the loss or damage is more than **your** amount insured for such items, then we will only pay for a proportion of the claim. For example if **your** amount insured only represents one half of the total value of unspecified items we will only pay one half of the cost of repair or replacement.

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### Limit of insurance

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

## Section six

### Domestic freezer cover

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

What is covered under this section	What is not covered under this section
Section two of this insurance extends to cover	We will not pay
the cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	(a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply  (b) for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action

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#### Limit of insurance

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We will not pay more than the amount insured shown in the **schedule**.

## Section seven

### Pedal cycle cover

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

What is covered under this section	What is not covered under this section
Section two of this insurance extends to cover the following	We will not pay
<p>the cost of repairing or replacing <b>your</b> pedal cycles following:</p> <ul style="list-style-type: none"> <li>• theft or attempted theft</li> <li>• <b>accidental damage</b></li> </ul> <p>occurring during the <b>period of insurance</b> anywhere in the <b>United Kingdom</b></p>	<p>(a) for loss or damage to:</p> <ul style="list-style-type: none"> <li>• tyres,</li> <li>• lamps,</li> <li>• accessories</li> </ul> <p>unless the cycle is stolen or damaged at the same time</p> <p>(b) for damage from mechanical or electrical faults or breakdown</p> <p>(c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>(d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</p>

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#### Limit of insurance

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We will not pay more than the amount insured shown in the **schedule**.

## Section eight

Money and bank card cover	
The following cover applies only if the <b>schedule</b> shows that it is included.	
What is covered under this section	What is not covered under this section
Section five of this insurance extends to cover the following	We will not pay
<ul style="list-style-type: none"> <li>• theft or accidental loss of <b>money</b></li> <li>• any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your bank card(s)</b> during the <b>period of insurance</b></li> </ul> <p>within the geographical limits shown in the <b>schedule</b>, provided that</p> <ul style="list-style-type: none"> <li>• within twenty four (24) hours of <b>your</b> discovering any such loss or theft, <b>you</b> have notified the police or border authorities and, in the case of <b>bank card(s)</b>, the card issuing company; and</li> <li>• <b>you</b> have complied with all other conditions of <b>your bank card(s)</b> provider regarding loss and/or cancellation.</li> </ul>	<ul style="list-style-type: none"> <li>(a) the first GBP100 of every claim</li> <li>(b) to make up any shortages due to error or omission (for example, loss of money due to the malfunction of a cash machine)</li> <li>(c) for loss of value</li> </ul>

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### Limit of insurance

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

## General exclusions applicable to the whole of this insurance

### (a) Nuclear reaction, nuclear radiation or radioactive contamination

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
2. Any legal liability of whatsoever nature, or death or injury to any person

directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

### (b) War

We will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### (c) Existing and Deliberate Damage

We will not pay for loss or damage:

- Occurring before or arising from an event before the beginning of the **period of insurance**.
- Caused deliberately by **you** or any permanent member of **your home**.

### (d) Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

### (e) Electronic Data

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever; or
2. 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; or
- the failure of any equipment to correctly recognise the time or date or change of time or date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

## **(f) Biological and Chemical Contamination**

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever;
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;

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## **(g) Loss of value**

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

## **(h) Wear and Tear**

We will not pay for loss or damage caused by wear and tear or any other gradually operating cause (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

## **(i) Other insurance**

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance. However, if the other insurance has a higher excess, we will pay the difference between the excess on this insurance and the excess of the other insurance

This clause does not apply to fatal injury (section two-H).

## How to make a claim

### Things you must do

You must comply with the following conditions. If **you** fail to do so, we may not pay **your** claim, or any payment could be reduced.

1. **You** must notify **your broker** as soon as possible giving full details of what has happened.
2. **You** must provide **your broker** with any other information we may require.
3. **You** must forward to **your broker** as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **You** must inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must provide us with reasonable evidence of value or age (or both) for all items with a value of more than GBP1,000 involved in a claim.
8. **You** must retain ownership of **your** property at all times. We will not take ownership of, or accept liability for, any of **your** property unless we agree with **you** in writing in advance to do so.

Details of how we will deal with **your** claim can be found at the end of each section of cover.

### Defence of claims

We may, at **our** discretion:

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

### Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means we will not pay the false or fraudulent claim, or any subsequent claim.

## How to make a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should, in the first instance, contact Specialist Insurance Agency Ltd, St James House, 158 Winchester Road, Southampton SO16 6UE, or by telephone 02380 780 315, or by email [commercial@specialistinsure.com](mailto:commercial@specialistinsure.com).

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: [complaints@Lloyds.com](mailto:complaints@Lloyds.com).



Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com](http://www.lloyds.com) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Making a complaint does not affect **your** right to take legal action.

## Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Data protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certain information which **you** have provided to other parties.

## Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Endorsements

### THE FOLLOWING CLAUSES APPLY ONLY IF THEY ARE STATED IN THE SCHEDULE

#### 1. Hotel and motel clause

This clause overrides exclusion (j) of section five (**valuables and personal possessions**).

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.

#### 2. Alarm clause

This insurance does not cover theft:

- when the **premises** are left unattended; or
- at night,

unless:

- (a) at all such times the intruder alarm has been put into full and effective operation, and
- (b) the intruder alarm is kept in good working order at all times throughout the **period of insurance** under a maintenance contract with the installing company who is a member of a recognised trade body.

#### 3. Safe clause (limited)

This insurance does not cover theft from the **home** of individual jewellery items listed in the **schedule** (or specification(s) attached):

- when the **premises** are left unattended; or
- at night,

unless those individual jewellery items are kept in a locked safe.

#### 4. Safe clause (full)

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

#### 5. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

#### 6. Musical instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

#### 7. Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

8. Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

9. Minimum security clause

This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.

Windows: Key operated security locks to all ground floor and other accessible windows.

10. **Subsidence, heave or landslip** exclusion clause

**Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** as shown in number 9 of sections one and two is not covered by this insurance.

11. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

12. Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

13. Index-linking clause

The amounts insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new amounts insured.

For **your** protection should the index fall below zero **we** will not reduce the amount insured.

14. Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

15. Thatch clause

It is **your** duty to ensure that:

- where it is within **your** control **you** do not allow any bonfires/incinerators to be lit within fifty (50) metres of the **premises**;
- all old thatch and thatching is burnt at a distance of more than fifty (50) metres from the **premises**;
- no naked flames or tools producing naked flames are present in the attic or loft space at any time;
- two fire extinguishers are kept in the **home** and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If **you** fail to comply with the above duties this insurance may become invalid in respect of loss or damage caused by fire.

16. **Your** bank's or building society's interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

17. Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will not pay a claim in respect of loss or damage resulting from unauthorised entry.

18. Unattended vehicles clause

This clause overrides exclusion (k) of section five (**valuables and personal possessions**).

This insurance does not cover theft or disappearance of property from any vehicle when such a vehicle is left unattended without someone authorised by **you** being inside the vehicle.

19. Unoccupancy clause

If **you** leave the **home unoccupied** for more than thirty (30) consecutive days we will not pay

(a) the first GBP250 of each and every claim

(b) for loss or damage caused by theft or attempted theft or malicious acts to:

- **money and bank cards**;
- **valuables**;

- televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment.

(c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless the water has been turned off at the point of supply to the buildings.

#### 20. Chimney Clause

It is **your** duty to ensure that:

- all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within thirty (30) days of the inception date of this insurance or not more than six (6) months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals;
- **you** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of eighteen (18) months. **You** will have to produce them for **our** inspection if we ask for them;
- for the purposes of this insurance "professionally" will refer to an individual or company who are members of a recognised trade body.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

#### 21. Flat Roof Endorsement

It is **your** duty to ensure that under this insurance any areas of flat roof(s) are checked at **your** own expense at least every five (5) years by an individual or company who are members of a recognised trade body and any faults rectified.

In this contract of insurance, our syndicate numbers and proportions are shown in the attached table. We bind ourselves severally and not jointly, that is, in the event of a loss, each of us (and our Executors and Administrators) is liable only for our own share of our syndicate's proportion of the risk.

You or your representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

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

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

### Specialist Insurance Agency Ltd

Arranged through the following syndicates at Lloyd's of London

<u>Syndicate No</u>	<u>Percentage</u>
510	30%
2007	33.33%
609	10%
4444 + 958	26.67%



One Lime Street London EC3M 7HA