

Magenta Homecover Insurance Policy

Contents

Your Policy	Page 2
Definitions	Page 3
Security Definitions	Page 4
General Conditions	Page 4
General Exclusions	Page 5
Claims Conditions	Page 6
Section One - Buildings	Page 7
Section Two - Contents	Page 10
Section Three - Valuables and Personal Belongings	Page 13
Section Four - Pedal Cycles	Page 13
Endorsements	Page 14
How to make a claim	Page 15

Magenta Homecover Insurance Policy

Thank you for taking out this insurance which is administered by UGM Magenta Ltd on behalf of the insurer named in **your schedule**.

This insurance, **schedule** and any **endorsement** applying to **your** insurance form **your** insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep all parts of it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

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

Please contact **your adviser** immediately if this document is not correct or if **you** would like to ask any questions.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms, conditions and duties 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** shown in the **schedule**.

When drawing up this insurance, **we** have relied on the information and statements that **you** have provided in a proposal form.

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.

The insurance relates ONLY to those sections shown in the schedule as being included.

Definitions

Wherever the following words appear in this insurance they shall have the meanings shown below

Bodily Injury	Bodily injury includes death or disease.
Buildings	The private house or self contained flat at the address appearing in the schedule which shall include its domestic outbuildings, garages, greenhouses, tennis courts, permanently installed swimming pools, terraces, patios, drives, footpaths, walls, gates, fences and including landlord's fixtures, fittings and interior decorations forming part of the property all on the same site.
Business Equipment	Furniture, computers and accessories, computer aided design equipment, keyboards, monitors, printers, modems, scanners, fax machines, photocopiers and telephone equipment.
Contents	<p>Household goods and personal property, within the home, which are your property or which you are legally responsible for and includes tenant's fixtures and fittings and interior decorations, radio and television aerials, satellite dishes, their fittings and masts which are attached to the home, property in the open but within the premises up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home), property within attached or detached domestic outbuildings and garages up to £1,000 or 3% of the sum insured for contents whichever is the greater, money and credit cards up to £250 and £2,000 respectively, deeds and registered bonds and other personal documents up to £500 in total, stamps or coins forming part of a collection up to £1,250 in total, valuables not exceeding 5% of the sum insured for contents in respect of any one unspecified item and in total up to £10,000 or 33% of the sum insured for contents whichever is less, within the private dwelling, domestic oil in fixed fuel oil tanks up to £1,000 and business equipment up to £5,000 in total.</p> <p>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, business equipment owned by your employer or any property insured under any other insurance.</p>
Credit Cards	Credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance.
Excess	The first part of any agreed claim which must be borne by you and which will be deducted from the total amount of any claim settlement.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Money	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Occupant	A person or persons authorised by you to stay in the home overnight.
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule , and for which you have paid and we have accepted a premium.
Personal Belongings	<p>Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you.</p> <p>Personal belongings does NOT include money, credit cards or pedal cycles.</p>
Premises	The address which is named in the schedule .
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured and limits, the period of insurance , the sections of this insurance which apply, complaints procedures and information on how to make a claim.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Valuables	Items of gold, silver and other precious metal, precious stones, jewellery, watches, furs and cameras.
Voluntary Excess	The amount of any excess which you have chosen to bear in exchange for a reduction in premium and which will apply in addition to any other excess written into or endorsed onto the insurance.
We / Us / Our	The insurer named in your schedule .
You / Your / Insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
Your Adviser	The insurance adviser who placed this insurance on your behalf.

Security

The Security Level shown in the **schedule** which **you** are required to maintain in good working order and put into full and effective operation whenever **you** are absent from the **Buildings**.

- Security Level 1** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices.
- Security Level 2** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices. **A burglar alarm** installed and maintained by a member of the National Approval Council for Security Systems (NACOSS).
- Security Level 3** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices. **A burglar alarm** installed and maintained by a member of the National Approval Council for Security Systems (NACOSS) **with an automatic dialling facility** connected to an alarm company's central station.
- Security Level 4** **Main entrance/exit door** protected by a lock carrying the Kitemark sign of approval or by a mortise deadlock having a minimum of five levers. **Other external doors** including sliding patio doors protected as above or fitted at the top and bottom with key operated security devices in addition to existing locks. **All accessible windows/skylights** and fan lights protected by key operated security devices. **A burglar alarm** installed and maintained to British Standard 4737

General Conditions Applicable To The Whole Of This Insurance

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

Your duties

- 1 **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- 2 **You** must tell **us** immediately if **you**
 - stop using the **home** as **your** permanent private residence, or
 - regularly leave the **home** unattended by day or by night
 - leave the **home** without an **occupant** for more than 60 consecutive days.

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

- 3 **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Index-linking clause

The sums 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 National Statistics Retail Price Index 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 sums insured.

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

Cancellation clause

- 1 If **you** had not been given the full policy wording prior to cover starting **you** can cancel this insurance policy up to 14 days from receipt of the documents (plus postage time) and **you** will only be charged pro rata plus £20 provided the documents are returned to **us** within 14 days of receipt by **you**.
- 2 **We** can cancel this insurance by giving **you** 7 (seven) days notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
- 3 **You** can also cancel this insurance at any time by writing to **your adviser**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

Data Protection Act 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

General Exclusions Applicable To The Whole Of This Insurance

a) **Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for

- 1 any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- 2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) **War Exclusion**

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

c) **Existing and Deliberate Damage**

We will not pay for loss or damage occurring before cover starts or arising from an event before cover starts caused deliberately by **you** or any member of **your home** due to consequential loss of any kind or description.

d) **Electronic Data Exclusion Clause**

We will not pay for

- 1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- 2 Any legal liability of whatsoever nature

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

- i) Computer viruses, erasure or corruption of electronic data;
- ii) The failure of any equipment to correctly recognise the date or change of date;

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

e) **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.

f) **Biological and Chemical Contamination Clause**

We will not pay for

- 1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- 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: -

- i) Terrorism; and/or
- ii) 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) **Diminution in 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 damage caused by wear and tear or any other gradually operating cause.

i) **Activities of Contractors**

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

Claims Conditions Applicable To The Whole Of This Insurance

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 written details of what has happened within 30 days and provide any other information **we** may reasonably require,
- 3 if a claim for liability is made against **you**, **you** must forward to **us** within 3 days notice of the claim any letter, claim, writ, summons or other legal document **you** receive,
- 4 **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property,
- 5 **you** must not admit liability or offer or agree to settle any claim without **our** written permission,
- 6 **you** must 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 involved in a claim.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

1. Defence of claims:

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

2. Other insurance:

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Section Two-J).

3. Fraudulent claims:

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

Section One - Buildings

Your **schedule** shows if **you** are covered under this section of the policy. **We** do not cover the standard **excess** shown in the **schedule** except under paragraphs 9, C, D and F.

The **Buildings** are insured against loss or damage by the following causes:

- 1 **Fire, lightning, explosion, earthquake or smoke**
- 2 **Aircraft and other flying devices or items dropped from them**
- 3 **Storm, flood or weight of snow**
Excluding - loss or damage caused by subsidence, landslip or heave other than as covered under number 9 of Section One
- loss or damage to tennis courts, drives, patios, terraces, gates and fences
- 4 **Escape of water from and frost damage to fixed water tanks apparatus or pipes**
Excluding - loss or damage caused by subsidence, landslip or heave other than as covered under number 9 of Section One
- loss or damage to domestic fixed fuel-oil tanks and swimming pools
- loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- 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**
Excluding - loss or damage caused by faulty workmanship
- loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- 6 **Theft or attempted theft**
Excluding - loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- loss or damage while the **buildings** are lent, let or sublet unless the loss or damage follows a violent and forcible entry
- 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**
Excluding - loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- 9 **Subsidence or heave of the site on which the buildings stand or landslip**
Excluding - loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- loss or damage arising from faulty design, specification, workmanship or materials
- loss or damage which compensation has been provided for or would have been but for the existence of this insurance guarantee or by law
- the first £1,000 of every claim
- loss or damage caused by coastal erosion
- loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- 10 **Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts**
Excluding - loss or damage to radio and television aerials, satellite dishes, their fittings and masts
- 11 **Falling trees, telegraph poles or lamp-posts**
Excluding - loss or damage caused by trees being cut down or cut back by **you**
- loss or damage to gates and fences

In addition this section also covers:

- A) **The cost of repairing accidental damage to fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary ware and ceramic hobs all forming part of the buildings**
Excluding - loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- B) **The cost of repairing accidental damage to domestic oil pipes, underground water-supply pipes, underground sewers, drains and septic tanks, underground gas pipes and underground cables which you are legally responsible for**
- C) **Loss of rent due to you which you are unable to recover or additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One**
Excluding - amount over 10% of the sum insured for the **buildings** damaged or destroyed
- D) **Expenses you have to pay and which we have agreed in writing for architects', surveyors', consulting engineers' and legal fees, the cost of removing debris and making safe the building, costs you have to pay in order to comply with any government or local authority requirements following loss or damage to the buildings which is covered under Section One**
Excluding - expenses for preparing a claim or an estimate of loss or damage
- costs if Government or local authority requirements have been served on **you** before the loss or damage
- E) **Anyone buying the home who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner**
Excluding - the **buildings** if insured under any other insurance

Section One - Buildings continued

F) **We will indemnify you as owner for any amounts you become legally liable to pay as damages for bodily injury and damage to property caused by an accident happening in or about the buildings during the period of insurance**

- Excluding
- liability for **bodily injury** to **you**, any other permanent member of the **home**, any person who at the time of sustaining such injury is engaged in **your** service
 - liability for **bodily injury** arising directly or indirectly from any communicable disease or condition
 - liability arising out of any criminal, violent or malicious act to another person or property
 - liability for damage to property owned by or in the charge or control of **you**, any other permanent member of the **home** or any person engaged in **your** service
 - liability arising directly or indirectly out of any profession, occupation, business or employment
 - liability which **you** have assumed under contract and which would not otherwise have attached
 - liability arising out of **your** ownership, possession or use of:
 - motorised or horsedrawn vehicles other than domestic gardening equipment used within the **premises**
 - power-operated lifts
 - aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - animals other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
 - liability arising out of any kind of pollution and/or contamination unless caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and 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
 - liability arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
 - liability if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

We will indemnify for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you

- Excluding
- liability if **you** are entitled to indemnity under any other insurance
 - the cost of repairing any fault or alleged fault

We will not pay more than £2,000,000 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.

G) **The cost of repairing damage caused when the fire, police or ambulance service has to force an entry into the buildings because of a medical emergency involving you or any member of your family**

- Excluding
- loss or damage occurring while the **home** is let or lent

Accidental Damage Extension

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

Accidental damage to the buildings

- Excluding
- damage or any proportion of damage which **we** specifically exclude elsewhere under Section One
 - any damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking
 - damage caused by chewing, tearing, scratching or fouling by animals
 - damage while the **home** is being altered, repaired, cleaned, maintained or extended
 - damage to outbuildings and garages which are not of **standard construction**
 - damage while the **home** is lent, let or sublet
 - the cost of general maintenance
 - damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost
 - damage arising from faulty design, specification, workmanship or materials
 - damage from mechanical or electrical faults or breakdown
 - damage caused by dryness, dampness, extremes of temperature or exposure to light
 - damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fuel tanks
 - damage caused by or contributed to by or arising from any kind of seepage or any kind of pollution and/or contamination
 - damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.

Conditions that apply to Section One – Buildings only

Settling Claims

How we deal with your claim

1. If **your** claim for loss or damage is covered under Section One, **we** will pay the full cost of repair, replacement or reinstatement as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair or the sum insured is not enough to pay for the full cost of rebuilding the **buildings** in their present form.

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.

Your sum insured

3. **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **your home** is a flat, apartment or maisonette the sum insured under Section One - 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 cause to any part of the building not owned by **you**, but for which you are legally responsible, Section One - Buildings will only pay such proportion of the loss as the sum insured under Section One - Buildings bears to the total reinstatement value of the building. Furthermore this insurance does not include any additional costs that may arise as a consequence of any non-insurance or under-insurance that may affect the repair or reinstatement of any part of the property that is not your legal responsibility.

Limit of insurance

Unless otherwise stated **we** will not pay more than the sum insured for each of the **buildings** shown in the relevant section of the **schedule**.

Section Two - Contents

Your **schedule** shows if you are covered under this section of the policy. We do not cover the standard **excess** shown in the **schedule** except under paragraphs 8, F, G, H, I, J, M, N, O and P.

The **Contents** are insured against loss or damage by the following causes:

- 1 **Fire, Lightning, Explosion, Earthquake or Smoke**
- 2 **Aircraft and other flying devices or items dropped from them**
- 3 **Storm, flood or weight of snow**
Excluding - property in the open
- 4 **Escape of water or oil from and frost damage to fixed water tanks apparatus, pipes domestic fixed heating installation or domestic appliance and smoke caused by a fault in any fixed domestic heating installation**
Excluding - loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- loss or damage caused by faulty workmanship
- 5 **Theft or attempted theft**
Excluding - loss or damage while the **buildings** or any part of them are lent, let or sublet unless the loss or damage is caused by violent and forcible entry
- loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- 6 **Collision by any vehicle or animal**
- 7 **Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously**
Excluding - loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
- 8 **Subsidence or heave of the site on which the buildings stand or landslip**
Excluding - loss or damage arising from faulty design, specification, workmanship or materials
- loss or damage which, but for the existence of this insurance, would be covered under another contract or a guarantee or by law
- loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- loss or damage by coastal erosion
- 9 **Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts**
- 10 **Falling trees, telegraph poles or lamp-posts**
Excluding - loss or damage caused by trees being cut down or cut back within the **premises**

In addition you are also insured for:

- A) **Accidental damage to televisions, satellite decoders, audio and video equipment, radios, home computers, video cassette recorders all situated within the home**
Excluding - loss, damage or deterioration caused in the process of cleaning, repair, renovation or dismantling
- loss or damage to tapes, records, cassettes, discs or computer software
- mechanical or electrical faults or breakdown
- B) **Accidental breakage of fixed glass and double glazing, sanitary ware forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for, mirrors, glass tops and fixed glass in furniture and ceramic hobs**
Excluding - the cost of repairing, removing or replacing frames
- any amount over 10% of the sum insured under Section Two for the **contents** of the **buildings** damaged or destroyed in addition to the amount paid in respect of **contents**
- C) **Theft or accidental loss of money, any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) anywhere in the world provided that within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and you have complied with all other conditions under which your credit card(s) were issued to you**
Excluding - shortages due to error or omission
- loss of value
- amount over £250 for loss of **money**
- amount over £2,000 for loss of **credit cards**
- D) **The cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes**
Excluding - loss or damage caused by any electricity or gas company cutting off or restricting **your** supply
- loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action
- loss or damage if the cabinet is more than 15 years old
- loss or damage while the **home** is unoccupied or unfurnished or has been unoccupied for more than 60 consecutive days.
- any amount over £400
- E) **The contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:**
 - (i) any of the events insured under 1-10 in Section Two while the contents are:
 - in any occupied private dwelling,
 - in any buildings where you are living or working,
 - in any building for valuation, cleaning or repair,
 - in any furniture store,
 - in any bank or safe deposit
 - (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store
Excluding - **contents** outside the **United Kingdom**
- **money** or **credit cards**
- loss or damage by theft unless caused by violent and forcible entry to a building
- any amount over 15% of the sum insured under Section Two for **contents**

Section Two - Contents continued

- F) Up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under Section Two
Excluding - any amount over 10% of the sum insured under Section Two for the **contents** of the **buildings** damaged or destroyed in addition to the amount paid in respect of **contents**
- G) Costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under Section Two
Excluding - any amount over 10% of the sum insured under Section Two for the **contents** of the **buildings** damaged or destroyed in addition to the amount paid in respect of **contents**
- H) Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section Two
Excluding - any amount over 10% of the sum insured under Section Two for the **contents** of the **buildings** damaged or destroyed
- loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
- loss or damage arising from subsidence, heave or landslip
- loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- loss or damage while the **buildings** are not furnished enough to be normally lived in
- I) The cost of repairing accidental damage to domestic oil pipes, underground water-supply pipes, underground sewers, drains and septic tanks, underground gas pipes and underground cables which you are legally responsible for as tenant only
- J) Fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: £5,000 for each insured person over sixteen years of age at the time of death
- K) Costs you have to pay for replacing locks to outside doors, safes and alarms in the home following theft or loss of your keys
Excluding - any amount over £250 in total
- L) Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two
Excluding - any amount more than £1,000 in any **period of insurance**.

In addition:

- M) We will increase the Contents Sum Insured shown in your schedule by 10% from the 1st December to the 6th January to cover gifts and extra food and drink you buy for Christmas
- N) We will increase the Contents Sum Insured shown in your schedule by 10% for one month before and one month after the wedding day of you or any member of your family to cover wedding gifts and the cost of extra items bought for the wedding
- O) We will indemnify you for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule
Excluding - **bodily injury** arising directly or indirectly
- from any vehicle outside the **premises**
- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- in Canada or the United States of America after a total period of stay has exceeded 30 days in the **period of insurance**

We will not pay more than £2,000,000 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.

- P) We will indemnify you as occupier for any amounts you become legally liable to pay as damages for bodily injury and damage to property caused by an accident happening in or about the buildings during the period of insurance or as a private individual for any amounts you became legally liable to pay as damages for bodily injury and damage to property caused by an accident happening anywhere in the world during the period of insurance
Excluding - **bodily injury** to you, any other permanent member of the **home** or any person who at the time of sustaining such injury is engaged in **your** service
- **bodily injury** arising directly or indirectly from any communicable disease or condition
- liability arising directly or indirectly out of any criminal or violent act to another person or property
- damage to property owned by or in the charge or control of you, any other permanent member of the **home** or any person engaged in **your** service
- liability 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**
- liability arising directly or indirectly out of any profession, occupation, business or employment
- liability which you have assumed under contract and which would not otherwise have attached
- liability arising out of **your** ownership, possession or use of
- motorised or horsedrawn vehicles other than domestic gardening equipment used within the **premises**
- power-operated lifts
- aircraft or watercraft other than manually operated rowing boats, punts or canoes
- animals other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- liability caused by or contributed to by or arising from any kind of seepage or any kind of pollution and/or contamination
- liability arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
- liability if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

We will not pay more than £2,000,000 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.

- Q) We will indemnify you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you
Excluding - liability if you are entitled to indemnity under any other insurance
- any cost of repairing any fault or alleged fault

We will not pay more than £2,000,000 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.

Section Two - Contents continued

Accidental Damage Extension

The following applies only if the **schedule** shows that Accidental Damage to the **contents** is included.

This extension covers accidental damage to the contents within the home

- Excluding**
- loss or damage or any proportion of damage which **we** specifically exclude elsewhere under Section Two
 - damage to **contents** within garages and outbuildings
 - damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
 - damage caused by chewing, tearing, scratching or fouling by animals
 - damage to contact, corneal or micro corneal lenses
 - damage while the **home** is lent, let or sub let
 - damage caused by moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost
 - damage arising out of faulty design, specification, workmanship or materials
 - damage from mechanical or electrical faults or breakdown
 - damage caused by dryness, dampness, extremes of temperature and exposure to light
 - loss or damage caused by or contributed to by or arising from any kind of seepage or any kind of pollution and/or contamination
 - loss or damage while the **buildings** are not furnished enough to be normally lived in or have been unoccupied for more than 60 consecutive days.
 - any amount over £2,500 for loss or damage to porcelain, china, glass or other brittle articles unless a higher limit has been agreed by **us**

Conditions that apply to Section Two – Contents only

Settling Claims

How we deal with your claim

- 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
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes and household linen
- pedal cycles

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

- 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.

Your sum insured

- 3 **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 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** sum insured for the **contents**, then **we** will make a deduction for wear and tear or betterment in respect of all **contents** lost, destroyed or damaged.

Limit of insurance

Unless otherwise stated **we** will not pay any more than the sum(s) insured for the **contents** of each **premises** shown in the **schedule**

Section Three – Valuables and Personal Belongings

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

We do not cover the standard **excess** shown in the **schedule**

This insurance covers valuables and personal belongings listed in the schedule (or specification(s) attached) against physical loss or damage within the United Kingdom and temporarily elsewhere in the world for a period not exceeding 60 days in any one period of insurance

- Excluding**
- damage caused by moth or vermin
 - damage from electrical or mechanical faults or breakdown
 - any amount over £1,500 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
 - damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
 - damage to guns caused by rusting or bursting of barrels
 - breakage or loss of any sports equipment whilst in use
 - loss of or damage to contact, corneal or micro corneal lenses
 - theft or disappearance of jewellery from **your** baggage unless carried by hand and under **your** personal supervision
 - mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
 - loss or theft of any jewellery, video camera, mobile telephone, computer or portable compact disc player whilst removed from the house unless being worn, carried, used or in a locked room or safe
 - amounts over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
 - loss or destruction of or damage to Mountaineering or Camping equipment
 - caused by storm or flood
 - caused by theft or attempted theft unless following violent and forcible entry to or exit from the building(s) in which the equipment is kept
 - whilst in use
 - loss or damage to musical instruments away from the **buildings** unless being used, carried or stored in a locked room.

Conditions that apply to Section Three - Valuables & Personal Belongings only

Settling Claims

How we deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. **We** will take off an amount for wear and tear and depreciation in respect of items of clothing.
3. If any insured item is 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 and **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Limit of insurance

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

Section Four - Pedal Cycles

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

We do not cover the standard **excess** shown in the **schedule**

This insurance covers the cost of repairing or replacing your pedal cycles following theft or attempted theft and accidental damage anywhere in the United Kingdom

- Excluding**
- loss or damage to tyres, lamps or accessories, unless the cycle is stolen or damaged at the same time
 - damage from mechanical or electrical faults or breakdown
 - 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
 - cost 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

Conditions that apply to Section Four - Pedal Cycles

Settling Claims

How we deal with your claim

- 1 **We** will at **our** option repair, replace or pay the cost of repair or replacing any loss or damage.
- 2 **We** will take off an amount for wear and tear and depreciation.

Limit of insurance

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

Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

- 9601 Loss or damage caused by subsidence, heave or landslip of the site on which the **buildings** stand is not covered by this insurance.
- 9603 This insurance covers loss or damage directly caused by fire, lightning, explosion, earthquake or smoke; all other causes being specifically excluded.
- 9605 The insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.
- 9606 This insurance does not cover theft or attempted theft from the **home**.
- 9607 The Definition of **buildings** is amended to exclude reference to domestic outbuildings and garages.
- 9608 It is agreed that the private dwelling of the **home** is not of **standard construction**.
- 9610 It is a condition of this insurance that (a) during the months of November to March inclusive all gas electricity and water is switched off at the mains and the water system drained unless the central heating is left in full operation 24 hours daily whilst the **premises** remain unoccupied and (b) the **premises** are inspected at least once every seven days by a responsible adult.
- 9611 It is a condition of this insurance that all drains serving the **buildings** shall be regularly inspected at intervals not exceeding twelve months.
- 9612 It is a condition of this insurance that no part of the **buildings** is used for any business or trade purposes.
- 9613 The insurance on **contents** under Section Two applies only to the portion of the **buildings** which is occupied by **you** and **your** family.
- 9614 It is a condition of this insurance that all trees within the vicinity of the **buildings** shall be pruned or lopped annually as agreed with **us**.
- 9615 In the event of loss or destruction of or damage to any article insured under Section Three for any amount in excess of £1,500 and for which a valuation has not been submitted to **us** it is **your** responsibility to provide a professional opinion of the value of the article before any claim is paid by **us**.
- 9617 The insurance by Section Two Contents with the exception of accidental damage applies to the property belonging to a member of **your** family whilst living in student accommodation for an amount not exceeding the lesser of £2,000 or 15% of the Sum Insured on **Contents**.
- 9618 This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn and **you** have removed the keys of the safe from the **home** while **you** are absent from the **premises**.
- 9619 It is a condition of this insurance that in respect of each article of jewellery which has a value of £3,000 or more **you** will (a) when the article is contained in the **buildings** either deposit it in a locked safe which has been approved by **us** or ensure that **you** or another adult person of **your** family is in occupation and (b) when the article is away from the **buildings** arrange for it to be kept in the room occupied by **you** or its owner when retiring for the night or deposited against a detailed receipt for safe keeping in a hotel / motel safe or strongroom.
- 9620 In return for the payment of an extra premium we shall not apply the exclusions referring to 'profession, occupation, business or employment' under Extension F) of Section One - Buildings or Extension P) of Section Two - Contents in respect of **Your** profession, occupation, business or employment disclosed to **Us** and accepted by **Us**.
- 9621 The **buildings** are let by **you** as furnished accommodation and the following amendments are made to the insurance:
- the definition **contents** shall read:- Household goods and household effects owned by **you**
 - the basis of Claims Settlement under Section Two is either the cost of repair or the provision of a cash sum in settlement in respect of **Contents** lost, destroyed or damaged less a deduction for wear and tear and depreciation.
- 9623 **We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.
- 9624 This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.
- 9625 Section Three of this insurance does not cover loss or damage to musical instruments away from the **buildings** unless being used, carried or stored in a locked room.
- H730 The first £50 of each and every claim is **your** responsibility and will be applied in addition to any standard and **voluntary excess** and other **excess** applied under any other **Endorsement**.
- H732 The first £200 of each and every claim is **your** responsibility and will be applied in addition to any standard and **voluntary excess** and other **excess** applied under any other **Endorsement**.
- H734 The first £200 of each and every claim caused by storm, flood or weight of snow is **your** responsibility and will be applied in addition to any standard and **voluntary excess** and other **excess** applied under any other **Endorsement**.
- H736 The first £450 of each and every claim caused by storm, flood or weight of snow is **your** responsibility and will be applied in addition to any standard and **voluntary excess** and other **excess** applied under any other **Endorsement**.
- H738 The first £200 of each and every claim caused by storm, flood or weight of snow, escape of water from and frost damage to fixed water tanks apparatus or pipes is **your** responsibility and will be applied in addition to any standard and **voluntary excess** and other **excess** applied under any other **Endorsement**.

Endorsements *continued*

- H739 The first £200 of each and every claim caused by theft or attempted theft is **your** responsibility and will be applied in addition to any standard and **voluntary excess** and any other **excess** applied under any other **Endorsement**.
- H741 This Insurance does not cover damage caused by Flood.
- H742 This Insurance does not cover damage caused by Storm.
- H743 This insurance does not cover the additional covers described in paragraphs A), B), C), D), and E) of Section One - Buildings or paragraphs A), B), I) and L) of Section Two - Contents.
- H744 This Insurance is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss or damage be of greater value than the sum insured hereby, **you** shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Insurance bears to the total value of the said property.
- H746 This Insurance does not cover theft or attempted theft from domestic outbuildings, garages and greenhouses other than as a result of violent and forcible entry.
- H747 It is a condition of this insurance that the **Buildings** are occupied by the person or persons whose names have been supplied to and accepted by **us**.
- H748 This insurance does not cover **Contents** other than household goods in the common parts of the **Buildings**.
- H749 The definition **Contents** shall read:- Household goods and household effects owned by **you**.
- H750 **We** will not provide cover for the loss of jewellery caused by theft or disappearance unless it is: a) being worn by **you**; b) deposited in a bank or locked safe; or c) being carried by hand under **your** supervision.
- H751 In the event of loss or destruction of or damage to any Rolex watch it is **your** responsibility to provide a Certificate of Authenticity or a valuation stating the serial number of the watch from a professional jeweller as a condition precedent to any claim being paid by **us**.

How to make a Claim under this Insurance

This document contains details of what is insured, what is excluded and how **we** settle claims. Please also remember that this policy should be read in conjunction with **your** up-to-date **schedule** which details the cover provided by **your** policy.

1. Report to the police any loss or theft of **your** property, or malicious damage of any kind
2. Have **your** current insurance documents to hand
3. Call **us** on the number shown on **your schedule** and **we** will be pleased to help **you**. **We** are open 24 hours a day, 365 days a year.

To enable **us** to give **you** a speedy response **we** will need to know

1. The name and address of the **Insured** and a contact telephone number
2. The policy number and the **period of insurance** on the **schedule**
3. The full details of the incident – what, where & how – and the date and time of loss/damage and if possible an estimate of repair or replacement cost
4. If the incident involves any person other than **you**, their full details and insurance particulars if known
5. If the police have been advised, which station was contacted and the Crime Reference Number
6. If **your** possessions have been lost or stolen, full details including the date of purchase, original cost price and amount claimed.

Please do not delay contacting us even if all the above information is not immediately available.

If someone is holding **you** responsible for damage to their property or for **bodily injury** to them **you** must:

- (a) advise **us** immediately
- (b) send **us** any letters, documents, writs or summonses or other legal documents which have been served on **you** or any member of **your** family, unanswered and without delay
- (c) NOT engage in correspondence with the other person or their representatives but allow **us** to deal with the matter on **your** behalf.

Please Note

This policy does not cover the cost of gradual deterioration - it is not a maintenance contract. It is a condition of this insurance that **you** keep the property which is insured in good order and take all reasonable steps to avoid loss or damage.

Please remember **you** are responsible for paying any **excess** which applies to **your** claim.

Should **you** have any queries, please contact **your adviser** who will, if necessary, refer them to **us** on **your** behalf.