

## Summary of Home & Personal Insurances

There are conditions, limitations, exclusions and excesses within the wording a copy of which may be provided on request. A copy of your completed proposal will be available (on request) provided the insurance is effected, but you should keep a record (including copies of letters) of all the information supplied.

### **BUILDINGS AND CONTENTS**

Are covered for loss or damage caused by:

- Fire, Lightning, Explosion, or Earthquake
- Aircraft
- Storm, Tempest or Flood
- Escape of water from fixed water tanks, apparatus or pipes
- Escape of Oil from domestic fixed fuel tanks, apparatus or pipes
- Theft or attempted theft
- Impact by any vehicle or animal
- Riots, Strikes, Violent Disorder, Civil Commotion and Malicious Damage
- Subsidence, Landslip or Heave
- Falling Trees, Lamp posts or Telegraph - poles
- Other Accidental Damage

### **BUILDINGS**

Section also includes cover for:

- Frost damage to fixed water tanks, apparatus and pipes
- Damage caused by falling aerials & satellite dishes
- Breakage of fixed glass
- Breakage of sanitary fixtures & ceramic hobs
- Damage to oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, electricity and telephone cables
- Loss of rent receivable and temporary accommodation costs
- Architects & Surveyors Fees, debris removal and additional cost of reinstatement as a result of Local Authority requirements
- Increased Metered Water Charges following an escape of water
- A contracting purchaser until completion of sale
- Damage to your garden following an insured loss

### **CONTENTS**

Section also includes cover for the following:

- Classic vehicle parts or tools to a limit of £2500 whilst stored at the insured address
- Property in the open
- Temporary removal to certain other premises in the UK
- Rent & Temporary accommodation
- Fatal injury to the Assured or Spouse
- Replacement of locks following loss of keys
- Increased metered Water Charges following an escape of water
- Contents of frozen food cabinets and domestic refrigerators against deterioration or putrefaction due to change in temperature
- Pedal cycles against theft and accidental damage covered worldwide up to £2,500 value per cycle.
- Loss of personal money & credit cards within the territorial limits selected in Question 7
- This section automatically includes cover for valuables up to an individual limit of £2500 any one item and £4000 in total away from the home.
- Higher limits are available if required.

## **ACCIDENTS TO DOMESTIC STAFF**

(Only covered when contents are insured)

## **LEGAL LIABILITY TO THE PUBLIC**

As property owner when buildings are insured as occupier when Contents are insured.

## **VALUABLES AND PERSONAL EFFECTS**

Section covers Jewellery, furs, baggage and personal effects against physical loss or damage from any cause worldwide

## **Important Notice**

The purpose of insurance is to provide you with protection against events which happen by chance - that is unexpected rather than inevitable events. The fact that computers, computer related equipment and other equipment which relies on dates may fail at the turn of the century is widely forecast and so is expected. Because of this we would like to draw your attention to the following exclusion clause which will apply to your insurance from the renewal date or the start of your insurance.

## **Date Change Clause**

We will not pay for any equipment, integrated circuit, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.

## **THE BUILDINGS**

Part A. The Buildings

**PROPERTY COVERED:** This section covers the Buildings of the Private Dwelling(s) specified in the Schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles,

concrete, asphalt or of any entirely incombustible mineral ingredients.

**ALSO COVERED ARE:**

- The interior decorations and the fixtures and fittings within the Buildings.
- The domestic outbuildings, garages, domestic fixed fuel oil tanks, service tanks, swimming pools, tennis courts, walls, gates, fences, hedges, terraces, drives, footpaths, garden statues & ornaments, and all pipes, drains and cables serving the buildings.
- Trees, shrubs, plants and the like damaged as a direct result of damage to the Buildings from any cause which gives rise to a claim under this section, however in the case of damage caused by Storm or Tempest there shall be no cover in respect of trees or shrubs damaged at the same time whether or not they are the cause of the damage to the Buildings.

All owned by you and for which you are legally responsible.

**THE COVER:**

All Risks of physical loss or damage due to accident or misfortune except as stated below:

**THE RISKS EXCLUDED:**

- The first amount of each loss or damage sustained shown in the schedule unless otherwise indicated.
- Whilst the buildings are insufficiently furnished for full habitation:
  - Theft or attempted Theft.
  - Damage caused by Malicious Acts or Vandalism.
  - Escape of water from or frost damage to water tanks, apparatus or pipes and all resultant water damage.
  - Escape of oil from a domestic oil-fired heating installation and smoke damage resulting from a defect in any fixed heating installation. e) Accidental breakage of fixed glass and sanitary fixtures, double glazing (including the cost of replacing frames), solar panels and ceramic hobs all forming part of the Buildings.
- Damage by Storm, Tempest or Flood to gates, fences and hedges, domestic fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces.
- Whilst the Buildings are lent, let or sub-let, damage by Theft or attempted Theft unless such damage is consequent upon violent and forcible entry and/or exit from the Buildings.
- In respect of each and every claim caused by Subsidence, Landslip or Heave of the site upon which the buildings stand:
  - Loss or damage to domestic fuel tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main Building is also affected at the same time by the same peril.
  - Loss or damage for which compensation has been provided, or would have been but for the

existence of this Insurance, under any contract or legislation or guarantee.

- Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
- d) Loss or damage due to coastal or river erosion.
- Loss or damage to solid floors unless the walls are damaged at the same time.
- the first £1000.
- Frost damage to swimming pools, tennis courts, terraces, drives, footpaths, boundary walls, gates, hedges and fences.
  - Settlement, shrinkage, collapse or cracking, wear and tear or gradual deterioration.
  - Electrical or mechanical breakdown or derangement, latent defect, faulty materials, design or workmanship.
  - Destruction or damage caused by infestation, corrosion, damp, wet or dry rot or mould.
  - Damage to that part of the building on which work is being carried out which occurs as a result of such work.
  - the cost of maintenance.

## **BASIS OF SETTLEMENT:**

The Underwriters will pay the cost of:

- Repair at the same time of such loss or damage, provided that the buildings are maintained in a good state of repair, that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected. If the buildings are not in a good state underwriters will make a deduction for wear and tear or gradual deterioration. Underwriters will not pay for the cost of replacing or repairing any undamaged part(s) of the buildings which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specified part.
- Reasonable legal, architects, surveyors and consulting engineers fees necessarily incurred in the reinstatement of the property covered following the insured loss of or damage, but not for the preparation of any claims, and in any case not exceeding 20% of Sum Insured on Buildings.
- a) Removing Debris
  - b) Dismantling or demolishing
  - c) Shoring up or propping
  - d) Complying with statutory or other building regulations or municipal or local authority bye-laws insofar as these relate to the damaged portions of the buildings (but not where notice has been served on you prior to the date of the loss of damage). following loss or damage covered by this Insurance and incurred with the consent of the Underwriters.
- **AUTOMATIC REINSTATEMENT OF SUM INSURED:** In the event of a claim under this section the Sum Insured shall not be

reduced by the amount of any payment made, provided that you shall agree to implement any reasonable recommendations put forward by Underwriters to prevent any further loss.

**INDEX LINKING:** The sum insured under this section will be adjusted at the end of each month following commencement of this Insurance by the percentage change in the House Rebuilding Cost Index provided by the Royal Institution of Chartered Surveyors. In the event of a claim the sum insured will continue to be adjusted during the period necessary to repair the Buildings provided repairs are carried out as soon as reasonably possible.

**LIMIT OF INSURANCE:** The liability of Underwriters for any loss or damage shall not exceed the sum(s) insured for each Premises separately stated in the Schedule.

## **ADDITIONAL COVER**

The Underwriters will in addition provide the following cover in respect of:

**LOSS OF RENT & ALTERNATIVE ACCOMMODATION:** Loss of rent receivable and reasonable additional expenditure necessarily incurred by you with the underwriters consent for alternative accommodation during the period the Buildings are uninhabitable due to loss covered by this insurance but only in respect of the period necessary for reinstatement and limited to a maximum amount of 20% of the sum insured on the Buildings.

**INCREASED METERED WATER CHARGES:** Charges incurred by you resulting from an escape of water which gives rise to a claim under this section. The maximum amount payable under this extension is limited to £1000 during any period of insurance. If you are covered for Buildings and Contents this amount shall be limited to £1000 in total, under both sections.

**SALE OF THE BUILDINGS:** When you contract to sell the interest in the Buildings, the contracting purchaser who completes the purchase shall have the benefit of the insurance by this section. The benefit shall apply up to the date of completion or the sale or expiry of this Insurance whichever is the sooner and provided the Buildings are not otherwise insured.

## **PART B. OWNERS LIABILITY**

**THE COVER:** All sums for which you shall become legally liable to pay as Owner (but not as Occupier) of the Buildings for damages in respect of accidental:

- Death, bodily injury or illness of any person not being a member of your family or household normally residing in the Buildings nor at the time of sustaining such death, bodily injury or illness a person in your employ or under a contract of service with you.
- Loss or damage to property not belonging to or in the care, custody or control of you or a member of your family or household or a person in your employ or under contract of service with you. happening during the period specified in the Schedule in or about the Premises specified in the Schedule.

In the event of the death of any person for whom indemnity is provided under this insurance, the Underwriters will indemnify or make payment to such persons legal representative who shall as though they were such person be subject to the terms of this insurance insofar as they can apply.

**AMOUNT PAYABLE:** The Underwriters liability in respect of all claims under this sub section following any one accident or series of accidents arising out of any one event is limited to £1,000,000 in addition to costs and expenses incurred by you with the written consent of the Underwriters.

**DEFECTIVE PREMISES:** The indemnity provided extends to include liability arising under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any building owned and occupied by you and then disposed of prior or subsequent to the inception of this insurance (provided you are not entitled to indemnity from any other source). In the event of this insurance being cancelled or expiring, insofar as indemnity is provided in respect of liability arising by virtue of the Act, such indemnity shall continue to be provided for a period of seven years from the date of cancellation or expiry in respect of any Building Insured by this insurance provided there is not a more recently effected or current insurance.

**THE RISKS INCLUDED:** The underwriters shall not be liable for liability arising directly or indirectly out of or caused by:

- Your profession, business or employment or that of any member of your family or household or domestic staff normally residing in the buildings.
- Liability under contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- Ownership, occupation, possession or use of any land or building NOT situated within the premises specified in the Schedule.
- The pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.

**THE COVER PROVIDED BY THIS SECTION IS SUBJECT TO THE GENERAL CONDITIONS AND EXCLUSIONS OF THIS INSURANCE**

## **SECTION 2:**

### **THE CONTENTS**

**PROPERTY COVERED:** The contents being household goods, fixtures and fittings (including radio and television aerials, satellite dishes, their fittings and masts that are attached to the buildings), clothing, personal effects, jewellery, classic vehicle parts and tools, sports equipment, pedal cycles, cash, bank notes, postal and money orders and travellers cheques (but excluding securities) belonging only to you or to

members of your family normally residing you or for which you are responsible including property of resident Domestic Employees whilst:

- In the Private Dwelling(s) at the Premises specified for the amount(s) stated in the Schedule.
- Away from the home within the United Kingdom and Continent of Europe and for a period not exceeding 60 days any one period of insurance anywhere in the World.

LIMITS: The underwriters liability in connection with any one loss shall not exceed in respect of:

- Current legal tender and postage stamps (not forming part of a stamp collection) - £500.
- Unspecified articles away from the home - £2500 for any single article and £4000 in all. (This cover is also subject to the terms, conditions and exceptions shown in Section 4).
- Unspecified curios, pictures or other works of art, stamp, coin or bank note collections, articles of gold, silver or other precious metal, jewellery or furs - £1500 any one article or collection in the home and £1000 any one item and £4000 in total away from the home. The total of such items shall not exceed one third of the sum insured for Contents.
- Any other property in the home - the sum insured stated in the Schedule.

THE COVER: All risks of physical loss or material damage due to accident or misfortune except as stated below:

THE PROPERTY EXCLUDED:

- Property more specifically insured elsewhere.
- Unless specifically stated as insured in the Schedule, contact or corneal lenses, livestock, aircraft, motor vehicles, caravans, trailers of any description and accessories attached thereto.

THE RISKS EXCLUDED:

- The first amount of each loss or damage sustained shown in the Schedule unless otherwise indicated.
- Wear and Tear or gradual deterioration, electrical or mechanical breakdown or derangement, latent defect, faulty materials, design or workmanship.
- Destruction or damage caused by rot, mildew, rust, corrosion, insects, woodworm or vermin, shrinkage, expansion, warping, condensation or any process of dyeing, cleaning, repair or renovation or chewing, scratching, tearing or fouling by domestic pets.

LIMITED COVER:

- If the home is lent, let or sub-let as a whole or in part the Restricted Cover defined below applies.
- If the home is unoccupied for any period in excess of 60 consecutive days, the restricted Cover defined on page 5 applies but no cover shall apply in respect of perils e),f),g) and k).

## BASIS OF SETTLEMENT:

- In the event of loss or destruction of any article (other than household linen and clothing over three years old) the basis of settlement shall be the cost of repairing or replacing the article as new provided that the sum insured fully reflects the cost of replacing all the property insured as new, and provided the replacement cost is incurred.
- In other cases, losses will be settled after allowing for wear and tear and gradual deterioration of the property lost, destroyed or damaged.
- Underwriters will not pay for the cost of replacing or repairing any undamaged part(s) of the content which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

**AUTOMATIC REINSTATED OF SUM INSURED:** In the event of a claim under this section the Sum Insured shall not be reduced by the amount of any payment made, provided that you shall agree to implement any reasonable recommendations put forward by Underwriters to prevent any further loss.

**INDEX LINKING:** The sum insured under this section will be adjusted at the end of each month following commencement of this insurance by the percentage change in the Consumer Durable section of the general index of retail prices or its equivalent.

**UNDER-INSURANCE** This section is subject to average, that is to say, that if the Contents covered by this Insurance are insured for less than 80% of their value at the time of the loss or destruction then you will only be able to recover that proportion of the loss that your Sum Insured bears to the value at risk.

**TEMPORARY REMOVAL:** If not otherwise insured, loss of or damage to the Contents caused by any of the Restricted Cover (as defined on this page below) anywhere within the United Kingdom, Channel Islands or Isle of Man other than in a furniture storage warehouse but excluding property in the open.

**FREEZER CONTENTS:** Contents of freezer cabinets and refrigerators up to a maximum of £500 following accidental breakdown, stoppage or failure of refrigerating apparatus or accidental failure of the mains supply.

**CREDIT CARDS:** Financial loss directly sustained by you as a result of the loss or theft of cash cards or credit cards subject to: a) The issuing authority being advised immediately upon your discovery of a card being lost or stolen. b) The maximum liability of the Underwriters under this extension is £2500 in respect of each card.

**LOSS OF KEYS:** Costs necessarily incurred with Underwriters prior to consent and not exceeding £250 in all in replacing locks to external doors of the home stated in the Schedule following loss of keys to such doors.

**FATAL INJURY:** Fatal Injury to you, or your spouse or both occurring from accidental bodily injury anywhere in

the World provided that:

- Death ensues within 12 months of such occurrence.
- Death does not result directly from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury caused hereunder) or suicide or attempted suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or the insured Persons own criminal act.
- Injury is not sustained whilst the Insured Person is engaged in riding or driving in any kind of race or in professional sports, or hunting or parachuting, or in any form of operational duties as a member of the armed forces, or in mountaineering or rock climbing normally requiring the use of ropes or guides.
- Death does not occur whilst the insured Person is engaged in flying except when travelling by air as a passenger. The limit in respect of this extension shall be £10000 for each person.

**LOSS OF RENT & ALTERNATIVE ACCOMMODATION:** Loss of rent payable and reasonable additional expenditure necessarily incurred by you with Underwriters consent for alternative accommodation during the period the home is uninhabitable due to any loss covered by this insurance but only in respect of the period for reinstatement and limited to a maximum amount of 20% of the Sum Insured on Contents.

**INCREASED METERED WATER CHARGES:** Charges incurred by you resulting from an escape of water which gives rise to a claim under this section. The maximum amount payable under this extension is limited to £1000 in total, under both sections.

**DEFINITIONS THE HOME/PRIVATE DWELLING(S):** The Private Dwelling(s) at the premises specified in the Schedule which are constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or any entirely incombustible mineral ingredients, the domestic outbuildings and gardens, but excluding trees, shrubs, plants and the like.

**THE RESTRICTED COVER:** Loss or damage directly caused by:

- Fire, Explosion, Lightning or Earthquake.
- Subsidence, Landslip or Heave of the site upon which the Buildings containing the Contents stand.
- Storm, Tempest or Flood.
- Aircraft or other aerial devices or articles dropped therefrom.
- Any person taking part in a riot, Violent Disorder, Strike, Labour Disturbance, Civil Commotion or by any person of Malicious Intent.
- Escape of Water from and Frost Damage to fixed water tanks, apparatus or pipes.
- Theft or any attempted theft resulting from violent or forcible entry and/or exit from the buildings.
- Impact by any vehicle or animal.
- Escape of oil from any fixed domestic oil-fired heating installation and smoke damage resulting from a defect in such fixed domestic heating installation.

- Accidental Breakage of mirrors, glass tops and fixed glass in furniture, ceramic hobs and of fixed glass and sanitary fixtures forming part of the buildings situated within the premises specified in the Schedule
- Frost.

THE COVER PROVIDED BY THIS SECTION IS SUBJECT TO THE GENERAL CONDITIONS AND EXCLUSIONS OF THIS INSURANCE

### **SECTION 3:**

#### **FAMILY LIABILITY**

(This section only applies if Section 2 - The Contents is covered.)

#### **PART A.**

#### **OCCUPIERS AND PERSONAL LIABILITY**

#### **THE COVER:**

All sums for which you shall become legally liable to pay as Occupier (but not as owner) for damages in respect of accidental:

- Death, bodily injury or illness of any person not being a member of your family normally residing in the home or any person in your employ of or under a contract of service with you but only if the accident arises out of such employment.
- Loss or damage to property not belonging to or in your custody or any member of your family normally residing in your home happening during the period of insurance within the territorial limits.

For the purposes of this section the expression you/your shall be deemed to include members of your family and domestic staff normally residing in your home provided they are not entitled to indemnity under any other insurance.

In the event of the death of any person for whom indemnity is provided under this insurance, the Underwriters will indemnify or make payment to such persons legal personal representative who shall as though they were such person to be subject to the terms of this insurance insofar as they can apply.

**TERRITORIAL LIMITS:** Anywhere in the World but not exceeding 30 days in any one period of insurance in the United States or Canada.

**THE RISKS EXCLUDED:** The Underwriters shall not be liable for liability arising directly or indirectly out of or caused by:

- The ownership or occupation of land or buildings other than the occupation of the home (including the garden belonging thereto) at the Premises stated in the Schedule.
- Your profession, business or employment or that of the members of your family or household or domestic staff normally residing in the home.
- Liability under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- The transmission of any communicable disease or condition by any person insured by this section.
- Arising out of the ownership, possession or operation of:
  - Any mechanically propelled or horsedrawn vehicle other than a domestic gardening implement operated within your premises and pedestrian controlled gardening implements operated elsewhere.
  - Any power operated lift.
  - Any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
  - Any animal other than cats, horses, or dogs which are not designated dangerous under the Dangerous Dogs Act 1991.
- The ownership, occupation, possession or use of any land or building not situated within the Premises specified in the Schedule.
- The pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.
- In the United States of America or Canada after the total period of stay in either or both countries has exceeded 30 days, in any one period of insurance.

**ADDITIONAL COVER** Underwriters will in addition provide the following:

**UNRECOVERED DAMAGES EXTENSION:** If you or a member of your family or household are awarded damages and taxed costs in any court within the United Kingdom arising out of bodily injury or damage to property in circumstances which had your position and that of the responsible party been reversed would entitle you to indemnity under this insurance then the Underwriters will pay outstanding and unrecovered amounts provided that:

- The judgement has remained unsatisfied in whole or in part for more than three months after the date of the award.
- There is no appeal pending.
- The incident giving rise to the award occurs during the period of this insurance.
- The responsible party is not a member of your family or household.
- Having made payment under this extension Underwriters shall be entitled at their own expense for their own benefit to enforce any unsatisfied rights against the judgement debtor.

**THE AMOUNT PAYABLE:** The underwriters liability in respect of all claims under the sub-section following any one accident or series of accidents arising out of one event is limited to the sum of £1,000,000 in addition to costs and expenses incurred by you with the written consent of the Underwriters.

## **PART B.**

### **LIABILITY TO DOMESTIC STAFF**

**THE COVER:** All sums for which you shall become legally liable to pay for damages including claimants costs in respect of death, bodily injury or disease caused during the period of insurance to any domestic staff in your employ or under a contract of service in connection with the premises specified in the Schedule; in connection with any temporary residence; or in connection with any motor car (whether as a chauffeur or otherwise) which is used by you or any member of your family permanently residing with you.

Also included are persons carrying out repairs or decorations to the Premises whilst in your employ.

**THE RISKS EXCLUDED:** The Underwriters shall not be liable for:

- any injury sustained in connection with
  - any motor car in Canada or the United States of America
  - any motor car elsewhere which is being used for racing, pacemaking or speedtesting.
- any injury or illness caused directly or indirectly by the transmission of any communicable disease or condition.
- any injury in the United States of America or Canada after the total period of stay in either or both Countries has exceeded 30 days, in any one period of Insurance.

**THE AMOUNT PAYABLE:** The Underwriters liability in respect of all claims under this sub-section following any one accident or series of accidents arising out of one event is limited to the sum of £1,000,000 in addition to costs and expenses incurred by you with the written consent of the Underwriters.

## **PART C.**

### **TENANTS LIABILITY**

**THE COVER:** All sums for which you are legally liable to pay as tenant, of the Premises specified in the Schedule, but not as owner, leaseholder or freeholder for: Damage to the buildings of the Private Dwelling including decorations and landlords fixtures and fittings caused by:

- Storm, Tempest or Flood excluding damage by Frost, Subsidence, Landslip and Heave.
- Escape of Water from or Frost damage to fixed water tanks, apparatus or pipes and all resultant water damage.
- Theft or any attempted theft.
- Impact by any vehicle or animal.
- Escape of oil from any fixed oil-fired domestic heating installation.
- Breakage or collapse of television and radio receiving aerials, satellite dishes and their fittings and masts.

2. Accidental breakage of fixed wash basins, pedestal sinks, lavatory pans, cisterns, mirrors, telephone cables, fixed glass in windows and doors. The cost or repair of accidental damage to underground water or gas pipes or electricity cables extending from the Private Dwelling to the public mains.

**THE RISKS EXCLUDED:** No cover is provided under the Tenants Liability sub-section if the Dwelling is left insufficiently furnished for normal habitation.

**THE AMOUNT PAYABLE:** The underwriters liability in respect of all claims under this sub-section shall not exceed 20% of the sum insured on Contents and is subject to you paying the first amount and every loss or damage sustained shown in the Schedule.

THE COVER PROVIDED BY THIS SECTION IS SUBJECT TO THE GENERAL CONDITIONS AND EXCLUSIONS OF THE INSURANCE.

#### **SECTION 4:**

##### VALUABLES & PERSONAL POSSESSIONS IN & AWAY FROM THE HOME

**THE COVER:** All risks of physical loss or material damage due to accident or misfortune except as stated below to the property described in the attached specification from any cause occurring within the geographical limits and limited to the sums insured stated in the Schedule.

##### **THE RISKS EXCLUDED:**

- Destruction or damage caused by wear and tear or gradual deterioration, electrical or mechanical breakdown or derangement, latent defect, faulty materials, design or workmanship.
- Destruction or damage caused by rot, mildew, rust, corrosion, insects, woodworm or vermin, shrinkage, expansion, warping, condensation or process of dyeing, cleaning or renovation or whilst being worked upon.
- Loss of cash, currency or bank notes.
- Any loss or damage to contact or corneal lenses unless shown as covered in the Schedule.
- Loss or damage to property whilst outside the United Kingdom unless such property in your custody

or any member of your family normally residing with you.

- Loss of jewellery and camera equipment from luggage and/or handbags or the like whilst outside the United Kingdom unless carried by hand under your personal supervision or any member of your family normally residing with you.
- Loss of Jewellery in excess of £2,500 whilst in any Hotel or Motel outside the United Kingdom unless the said jewellery is under your personal supervision or is contained in a locked Safe or Vault
- Any amount in excess of £1,000 in all, in respect of theft or disappearance of property from unattended motor vehicles or trailers of any description.

**BASIS OF SETTLEMENT:** Underwriters shall be entitled at their sole option to replace or repair any article lost or damaged whether wholly or in part or to pay cash but the amount payable shall not exceed the amount stated in the Schedule. The maximum amount payable in respect of unspecified items is £1,000

**UNDER-INSURANCE:** This section is subject to average, that is to say, that if the terms covered by this insurance are insured for less than 80% of their value at the time of loss or destruction then you will only be able to recover that proportion of the loss that your sum Insured bears to the value at risk.

**THE GEOGRAPHICAL LIMITS:** United Kingdom and Europe and for a period not exceeding 60 days in any one period of Insurance anywhere in the World. United Kingdom shall include the Channel Islands, Isle of Man and Ireland and transits between. Europe shall include all Mediterranean Islands, all countries with a Mediterranean shoreline, the Canary Islands, Madeira, and transits between.

THE COVER PROVIDED BY THIS SECTION IS SUBJECT TO THE GENERAL CONDITIONS AND EXCLUSIONS OF THE INSURANCE.

## **GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE**

**DUTY OF INSURED:** You must take all reasonable steps to prevent loss, damage or accident and maintain the Buildings in a good state of repair.

**NOTICE OF CHANGE OF OCCUPANCY:** You or your authorised representative must notify Underwriters if the Private Dwelling(s) at the premises specified in the Schedule ceases to be your permanent residence, or becomes regularly left unattended. Upon receipt of this notice Underwriters reserve the right to amend the terms and conditions of this insurance. Failure to comply with this condition may result in your claim not being considered. MORE THAN ONE

**PRIVATE DWELLING:** It is understood and agreed that each Private Dwelling, insured hereunder, is deemed to be covered as though separately insured.

**NOTICE OF WORKS CLAUSE:** You must notify Underwriters prior to the commencement of any conversions and extensions to the Buildings at the premises specified in the Schedule. Upon receipt of this notice

Underwriters reserve the right to amend the terms and conditions of this Insurance. Failure to comply with this condition may result in your claim not being considered.

**CANCELLATION CLAUSE:** This insurance may be cancelled by or on behalf of Underwriters by 30 days notice given in writing to you at your last known address, and the premium shall be adjusted on the basis of Underwriters receiving or retaining the customary short term premium. This insurance may also be cancelled at any time at your request in writing to the broker who effected the Insurance, and the premium hereon should be adjusted on the basis of Underwriters receiving or retaining the customary short term premium. NOTICE' shall be deemed to be received if sent by Recorded Delivery Post properly addressed.

## **GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE**

In respect of all Sections OTHER THAN Section 3 Part B this Insurance does not cover:

### **RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLES EXCLUSION:**

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

**WAR EXCLUSION:** 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.

## **CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE**

**OTHER INSURANCE:** There shall be no liability under this insurance in respect of any claim where you are entitled to indemnity 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 2 - Contents)

**PROCEDURE:** It is a condition precedent to the liability of Underwriters that following any happening likely

to give rise to a claim you will:

- As soon as reasonably possible notify and confirm in writing to Underwriters through the Broker who effected the Insurance and if required give full details within 30 days of the incident together with such information and assistance as Underwriters may reasonably require.
- Immediately notify the Police following loss or damage by Theft, attempted theft, malicious damage, violent disorder, riots or Civil Commotion or the Disappearance of valuable items.
- Under no circumstances admit liability for, nor offer to agree to settle any claim without the written consent of Underwriters, who shall be entitled to take over and conduct in your name the defence of any claim and to prosecute in your name, for the Underwriters benefit, and claims for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations any proceedings and the settlement of any claim.

**FRAUDULENT CLAIMS:** If you make any claim knowing it to be false or fraudulent as regards amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited.

**ENDORSEMENTS AND WARRANTIES** The following clauses are only applicable if referred to in the Schedule or subsequently endorsed thereon:

1. **ALARM CLAUSE:** It is a condition precedent to the liability of Underwriters in respect of the peril of Theft under this insurance that:

- The burglar alarm system shall have been put into full and effective operation whenever the Premises specified in the Schedule is left unattended.
- The burglar alarm system shall have been maintained in good order throughout the currency of this Insurance under a maintained contract with a company which is a member of N.A.C.O.S.S. (National Approval Council for Security Systems).

2. **SAFE CLAUSE:** This insurance excludes Theft in respect of jewellery at the private dwelling specified in the Schedule unless the jewellery is kept in a locked safe whilst not being worn.

3. **KEYS CLAUSE:** It is condition precedent to the liability of Underwriters in respect of Theft from the safe (s) that all keys and duplicate keys of the said safe(s) are removed from the Private Dwelling specified in the Schedule whenever the Premises are left unattended by you or your authorised representative.

4. **CLIMATIC CONDITIONS CLAUSE:** This insurance does not cover loss or damage caused by climatic or atmospheric conditions or extremes of temperatures, unless such loss or damage arises from a cause covered by this insurance.

5. **MUSICAL INSTRUMENTS CLAUSE:** If musical instruments are insured, breakage of strings, reeds or drumheads from any cause is not covered.

- 6. THEFT LIMITATION CLAUSE:** This insurance excludes Theft or attempted Theft from the premises specified in the Schedule unless consequent upon violent and forcible entry.
- 7. NON STANDARD CONSTRUCTION CLAUSE:** It is noted and agreed that the Private Dwelling at the address specified in the Schedule is not constructed in accordance with the description detailed in Section 1 - The Buildings Section 2 - The Contents.
- 8. MORTICE DEADLOCK CLAUSE:** This insurance excludes Theft from the Private Dwellings situated within the premises specified in the Schedule unless Mortice Deadlocks fitted to the external doors are in full and effective operation whenever the Premises are left unattended
- 9. WINDOW LOCKS CLAUSE:** This insurance excludes Theft from the Private Dwelling situated within the Premises specified in the Schedule unless window locks are fitted to all downstairs windows and any accessible upper floor windows and are in use whenever the Premises are left unattended.
- 10. SUBSIDENCE, LANDSLIP AND HEAVE EXCLUSION CLAUSE:** This insurance excludes loss, damage or liability arising from Subsidence, Landslip or Heave.
- 11. FLOOD EXCLUSION CLAUSE:** It is hereby agreed that section 1 (buildings) and section 2 (Contents) of this insurance do not cover:
- The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
  - Inundation from the sea; or
  - Flood resulting from storm or tempest or any other peril other than escape of water from fixed water tanks, apparatus or pipes.
- 12. CONTRACTORS EXCLUSION CLAUSE:** This insurance excludes loss, damage or liability arising out of the activities of Contractors.
- 13. BUSINESS USE EXTENSION CLAUSE:** It is hereby agreed that, notwithstanding Exclusion b) of section 3 Part A, Family Liability that cover is extended to include your legal liability arising out of the use of the premises, specified in the Schedule, for the purpose endorsed in the Schedule; provided that liability arising out of advice given or services rendered in respect of your profession, occupation or business is not covered.
- 14. THATCH ROOF CLAUSES:**
- CHIMNEY WARRANTY All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state or repair and be professionally cleaned once a year prior to winter use.
  - THATCHBURN WARRANTY The old thatch must be burnt more than 100 yards from the premises.
  - NAKED FLAME WARRANTY No naked flame or tools producing naked flames must be present in the

attic or loft space at any time.

15. **STAMPS CLAUSE:** Underwriters liability in respect of stamps forming part of a collection is limited to 75% of the Stanley Gibbons valuation.

16. **MORTGAGE INTEREST CLAUSE:** It is agreed that the Interest of the Mortgagee in this insurance shall not be prejudice by any act or neglect of the Mortgagor or occupier of any Building insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee, provided that the Mortgagee as soon as reasonably possible after becoming aware of the situation shall give notice to the underwriters and pay an additional premium if required.

17. **PROTECTION CLAUSE:** All protections provided for the safety of the insured property must be maintained in good order throughout the period of this insurance and be in use at all times when the premises are left unattended. Such protections shall not be withdrawn or varied without Underwriters consent.

18. **UNATTENDED VEHICLE CLAUSE:** This Insurance excludes Theft or disappearance from unattended vehicles or trailers of any description.