

ABACUS

Home Protector Insurance Policy

Underwritten by Certain Underwriters at Lloyd's (identified on the attached Schedule) under a facility managed and administered by Woodbrook Underwriting Agencies Ltd.

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

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates **ONLY** to those sections of the certificate which are shown in the **schedule** as being included.

In this certificate, **we** bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and **our** Executors and Administrators) is liable only for his own share of his syndicate's proportion of the risk.

The written authority (which number is shown in the **schedule**) allows **your broker** to sign and issue this certificate of behalf of Certain Underwriters at Lloyd's (identified on the attached **schedule**), under a facility managed and administered by Woodbrook Underwriting Agencies Ltd.

COOLING OFF PERIOD

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** policy documentation; or
2. The start of the **period of insurance** whichever is the later.

CANCELLATION

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

COMPLAINTS

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

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker**.

If **you** are unable to resolve the situation and wish to make further enquiries please contact :
The Office Manager, ABACUS, 7th Floor, Maitland House, Warrior Square, Southend on Sea, Essex, SS1 2NB

If **you** are still unhappy with any issue connected with the handling of **your** insurance policy or claim then **you** should direct **your** enquiry in writing to:
The Compliance Officer, Woodbrook Underwriting Agencies Ltd, Lake Meadows Business Park, 13 Woodbrook Crescent, Billericay, Essex, CM12 0EQ

In the event that **you** remain dissatisfied **you** can refer the matter to Policyholder & Market Assistance at Lloyd's. The contact details are:

Policyholder & Market Assistance, Lloyd's Market Services, G6/86, One Lime Street, London EC3M 7HA
Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@Lloyds.com

Copies of **our** complaints procedures are also available from this address.

Complaints that cannot be resolved by Policyholder & Market Assistance at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

COMPENSATION

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Notice to the Insured. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

Introduction

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Lloyd's Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep 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 broker** immediately if this document is not correct or if **you** would like to ask any questions.

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

Bodily injury **Bodily injury** includes death or disease.

Buildings • The **home** and its decorations
• fixtures and fittings attached to the **home**
• permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **you** own or for which **you** are legally liable within the **premises** named in the **schedule**.

Contents Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

Contents includes:

- tenant's fixtures and fittings
- carpets
- 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 £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** and **credit cards** up to £300 in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- stamps or coins forming part of a collection up to £1,250 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to £2,500 or 10% of the sum insured for **contents** whichever is less, within the private dwelling
- domestic oil in fixed fuel oil tanks up to £1,000

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.

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.
Europe	<p>'Europe' will include:</p> <ul style="list-style-type: none"> • EU member states; • Norway and Switzerland; • all Mediterranean Islands; • all countries with a Mediterranean shoreline; • the Canary Islands; • Madeira; • and journeys between these countries.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Money	<ul style="list-style-type: none"> • 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 possessions	<p>Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you</p> <p>Personal possessions does NOT include:</p> <ul style="list-style-type: none"> • money and credit cards • pedal cycles.
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, the period of insurance and the sections of this insurance which apply.
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	<ul style="list-style-type: none"> • jewellery • furs • gold, silver, gold and silver plated articles • pictures.
We / us / our	The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.
You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
Your broker	The insurance broker who placed this insurance on your behalf.

General Conditions applicable to the whole of this insurance

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

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 **your broker** immediately if **you**
 - stop using the **home** as **your** permanent private residence
 - regularly leave the **home** unattended by day or night other than for **your** normal job of work, or
 - leave the **home** without an **occupant** for more than 30 consecutive days.When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. **You** must tell **your broker** 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.

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.

Several liability clause

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



General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

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) 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**

d) Consequential Loss

We will not pay for loss or damage due to consequential loss of any kind or description.

e) 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

- computer viruses, erasure or corruption of electronic data;
- 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 of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.



f) 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.

g) 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;

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

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

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

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

h) 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.

i) Wear and Tear

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

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 the claims department as soon as possible giving full details of what has happened. (address and telephone number as shown on the **schedule**)
2. **you** must provide written details of what has happened within 30 days to the claims department (address and telephone number as shown on the **schedule**) and provide any other information **we** may require.
3. **you** must forward within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following 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.
8. **you** must not abandon any property to **us** without **our** written permission.

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-H).

3. Fraudulent claims

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

Buildings

What is covered

What is covered

<p>This insurance covers the buildings for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £50 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £50 of every claim</p>
<p>3. storm, flood or weight of snow</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) the first £50 of every claim</p>
<p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) the first £50 of every claim d) for loss or damage while the home are not furnished enough to be normally lived in</p>
<p>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</p>	<p>a) the first £50 of every claim b) for loss or damage caused by faulty workmanship c) for loss or damage while the home are not furnished enough to be normally lived in</p>
<p>6. theft or attempted theft</p>	<p>a) for loss or damage while the home is not furnished enough to be normally lived in b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry c) the first £50 of every claim</p>

Buildings (continued)

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
7. collision by any vehicle or animal	the first £50 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the home are not furnished enough to be normally lived in b) the first £50 of every claim
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first £1,000 of every claim f) for loss or damage caused by coastal erosion g) for 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	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £50 of every claim
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the first £50 of every claim

Buildings (continued)

What is covered

What is not covered

What is covered	What is not covered
<p>This section of the insurance also covers</p> <p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>We will not pay</p> <p>a) for damage while the home are not furnished enough to be normally lived in</p> <p>b) the first £50 of every claim</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for</p>	<p>the first £50 of every claim</p>
<p>C) • loss of rent due to you which you are unable to recover</p> <ul style="list-style-type: none"> • 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 	<p>any amount over 10% of the sum insured for the buildings damaged or destroyed</p>

Buildings (continued)

What is covered	What is not covered
<p>This section of the insurance also covers</p>	<p>We will not pay</p>
<p>D) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • 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 <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	<p>more than £750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £750 in total</p>
<p>F) anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>G) trace and access cover – if there is a leak from your fixed water or oil tanks, apparatus or pipes we will pay for the necessary, and reasonable expenses you incur in locating the source of the leak and making the necessary repairs</p>	<p>more than £1,000 in total during the period of insurance.</p>

Buildings (continued)

Accidental damage to the **buildings**

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

What is covered

What is not covered

This extension covers	We will not pay
accidental damage to the buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for damage while the home is lent, let or sublet f) for the cost of general maintenance g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost h) for damage arising from faulty design, specification, workmanship or materials i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination m) the first £100 of every claim

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 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 for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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Your 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 **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

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

Contents

What is covered

What is not covered

<p>This insurance covers the contents for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £50 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £50 of every claim</p>
<p>3. storm, flood or weight of snow</p>	<p>a) for property in the open b) the first £50 of every claim</p>
<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>the first £50 of every claim</p>
<p>5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>a) for loss or damage caused by faulty workmanship b) the first £50 of every claim</p>
<p>6. theft or attempted theft</p>	<p>a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages c) the first £50 of every claim</p>
<p>7. collision by any vehicle or animal</p>	<p>the first £50 of every claim</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>the first £50 of every claim</p>

Contents continued

What is covered

What is not covered

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by</p> <p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) the first £50 of every claim
<p>10. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> a) for loss or damage caused by trees being cut down or cut back within the premises b) the first £50 of every claim

Contents (continued)

What is covered

What is not covered

What is covered	What is not covered
<p>This section of the insurance also covers</p>	<p>We will not pay</p>
<p>A) accidental damage to</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio and video equipment • radios • home computers, video cassette recorders all situated within the home 	<ul style="list-style-type: none"> a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling b) for damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) the first £50 of every claim
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	<ul style="list-style-type: none"> a) for the cost of repairing, removing or replacing frames b) the first £50 of every claim
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> • 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 <p>(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</p>	<ul style="list-style-type: none"> a) for contents outside the United kingdom b) for money or credit cards c) any amount over 20% of the sum insured under section two for contents in a furniture store d) the first £50 of every claim
<p>D) up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
F) you legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two	<ul style="list-style-type: none"> a) any amount over £1,000 or 10% of the sum insured, whichever is the greater, under section two for the contents of the buildings damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence, heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the buildings are not furnished enough to be normally lived in f) the first £50 of every claim
G) the cost of repairing accidental damage to <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which you are legally liable for as tenant only	the first £50 of every claim
H) 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: <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person under sixteen years of age, at the time of death 	
I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over £250 in total
J) increased domestic 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	more than £750 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than £750 in total

Contents (continued)

Accidental damage to the **contents**

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

What is covered

What is not covered

This extension covers	We will not pay
accidental damage to the contents within the home	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for money, credit cards, documents or stamps g) for damage to contact, corneal or micro corneal lenses h) for damage while the home is lent, let or sub let i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost j) for damage arising out of faulty design, specification, workmanship or materials k) for damage from mechanical or electrical faults or breakdown l) for damage caused by dryness, dampness, extremes of temperature and exposure to light m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination n) for the first £100 of every claim

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
- pedal cycles

where **we** will take off an amount for 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 only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Accidents to Domestic Staff

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

What is covered

What is not covered

We will indemnify you	We will not 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	for bodily injury arising directly or indirectly <ul style="list-style-type: none">• 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 the total period of stay has exceeded 30 days in the period of insurance

Limit of insurance

We will not pay more than **£5,000,000** 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.

Legal Liability to the Public

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

Part A

Part A of this section applies in the following way:

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

What is covered

What is not covered

We will indemnify you	We will not indemnify you for any liability
<p>i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Legal Liability to the Public (continued)

Part A (continued)

What is not covered

	We will not indemnify you for any liability
	<p>h) arising out of your ownership, possession or use of:</p> <p>i) any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere <p>ii) any power-operated lift</p> <p>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</p> <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • 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; <p>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</p> <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) 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</p>

Legal Liability to the Public (continued)

Part B

What is covered

What is not covered

We will pay for	We will not indemnify you
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ji) of this section would have indemnified you had the award been made against you rather than to you • there is no appeal pending • you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p>for any amount in excess of £100,000</p>

Part C

We will indemnify you for	We will not indemnify you
<p>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</p>	<ul style="list-style-type: none"> • for any liability if you are entitled to indemnity under any other insurance • for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than **£2,000,000** in all
- in respect of other liability covered under section four:- more than **£2,000,000** in all for Part A and C, and **£100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Valuables and personal possessions

What is covered

What is not covered

This insurance covers	We will not pay
<p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<ul style="list-style-type: none"> a) for damage caused by moth or vermin b) for damage from electrical or mechanical faults or breakdown c) any amount over £1,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) the first £50 of every claim in respect of unspecified items j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

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

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

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

Your sum insured

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

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

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

Section Six

Domestic freezer cover

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

What is covered

What is not covered

What is covered	What is not covered
Section two of this insurance extends to cover	We will not pay
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	a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action c) the first £50 of every claim

Limit of insurance

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

Pedal cycle cover

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

What is covered

What is not covered

<p>Section two of this insurance extends to cover the following</p>	<p>We will not pay</p>
<p>the cost of repairing or replacing your pedal cycles following:</p> <ul style="list-style-type: none"> • theft or attempted theft • accidental damage <p>anywhere in the United kingdom</p>	<ul style="list-style-type: none"> a) for loss or damage to: <ul style="list-style-type: none"> • tyres, • lamps, • accessories, <p>unless the cycle is stolen or damaged at the same time</p> b) for damage from mechanical or electrical faults or breakdown c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft e) the first £50 of every claim

Limit of insurance

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

Money and credit card cover

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

What is covered

What is not covered

<p>Section five of this insurance extends to cover the following</p>	<p>We will not pay</p>
<ul style="list-style-type: none"> • 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) <p>within the geographical limits shown in the schedule, provided that</p> <ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> a) to make up any shortages due to error or omission b) for loss of value c) the first £50 of every claim

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**.

1. Alarm clause

This insurance does not cover loss or damage from authorised entry:

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

unless:

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

2. Hotel and Motel clause

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

(This clause overrides exclusion I) of section five).

3. Jewellery clause

This insurance does not cover theft or disappearance of jewellery unless the jewellery is being worn or deposited in a bank or locked safe or hotel / motel safe or carried by hand and under **your** personal supervision

4. Keys clause

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

5. Minimum Security clause

This insurance does not cover loss or damage from unauthorised entry to the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).

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

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

6. Proof of Valuation clause

In the event of loss or damage the responsibility of substantiating the value of the item(s) rests entirely with **you**.

7. Protections clause

This insurance does not cover loss or damage from authorised entry unless all protections provided for the security of the **home** and **contents**:

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

8. Safe clause

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

Endorsements (continued)

9. Theft Limitation clause

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

10. Unattended Vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an **occupant**.

11. Unoccupancy clause (NC)

If **you** leave the **home** without an **occupant** for more than 30 consecutive days **we** will not pay

- a) the first £250 of each and every claim
- b) for loss or damage caused by theft or attempted theft or malicious acts to
 - **money and credit cards**
 - **valuables**
 - televisions, satellite decoders
 - audio and video equipment
 - radios
 - **home** computers, video cassette recorders
- c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless the water has been turned off at the point of supply to the **buildings**.

12. Unoccupancy clause (WB 2008)

While the **home** is not normally lived in:

Section one (Buildings) and Section two (Contents) of this insurance do not cover,

- a) Loss or damage by escape of water from and frost damage to fixed water tanks, apparatus or pipes UNLESS the water is turned off at the mains and all tanks and pipes are drained, OR the central heating system is in continuous operation to maintain a minimum temperature of 600 Fahrenheit / 150 celsius between the 1st October and the 1st April inclusive.
- b) The first £250 of every claim (in addition to any amount to be deducted off every claim as specified in the Certificate) other than fire and subsidence, heave and landslip which are as per the Certificate wording.
- c) Jewellery, furs, gold, silver, gold and silver plated articles.

Section five of this insurance, for jewellery, furs, gold, silver, gold and silver plated articles, shall exclude theft, or attempted theft, from the **home**.

You must arrange for weekly supervision to be carried out.

13. Flood Exclusion clause

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

14. Storm Exclusion clause

Section one (buildings) and section two (contents) of this insurance do not cover loss or damage caused by storm as shown in number 3 of sections one and two.

15. Subsidence, Heave or Landslip Exclusion clause

Section one (buildings) and section two (contents) of this insurance do not cover loss or damage caused by Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two.

Endorsements (continued)

16. Chimney clause

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

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

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

17. Contractors Exclusion clause

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

18. Flat Roof Endorsement

It is a condition of this insurance that the areas of flat roof be checked and maintained in good condition, at **your** expense, at least every 5 years.

19. Non-standard Construction clause

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

20. Stove Endorsement

We will not pay for any loss or damage arising in connection with any stove where **you** have confirmed **you** do not have a stove and/or **you** have not notified us of any stove and/or **you** have a stove which **you** notified as dormant or unused.

Furthermore, **you** must immediately, and within 48 hours, notify **us** and **your broker** of any change in the use or if **you** use any stove and/or if **you** acquire any stove during the **period of insurance**. When **we** receive this notice, **we** have the option to change the conditions and premium of this insurance, which will be notified to **you** in writing

21. Thatch clause

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

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

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

Endorsements (continued)

22. Business-use Extension clause

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

23. Climatic Conditions clause

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

24. 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 Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.

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

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

25. Musical Instruments clause

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

26. Your Bank's or Building Society's Interest clause

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

27. Theft limitation clause

In the event of the property being shared by a Lodger or other paying guest the following **endorsement** applies: This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

28. Onus of Proof clause

The onus of proof relating to value of any item to which this clause applies rests entirely with the insured in the event of loss or damage of that item.

In the event of loss or damage the responsibility of substantiating the value of the item(s) lost rests entirely with the insured.

29. Shared accommodation, theft limitation clause

In the event of the property being shared by a lodger or any other paying guest theft or attempted theft cover will be excluded from the home other than as a result of violent and forcible entry