



OVERSEAS PROPERTY INSURANCE POLICY WORDING

December 2020

Vasek Insurance - 30-34 Hounds Gate, Nottingham, NG1 7AB
Tel: 0115 950 5052 Fax: 0115 950 5053

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DATA PROTECTION

The basics: We and **Vasek Insurance** collect and use relevant information about **you** to provide the insurance cover that benefits **you** and to meet any legal obligations in line with the General Data Protection Regulation (GDPR). This information includes details such as **your** name, address and contact details and any other necessary information that **we** or **Vasek Insurance** may require in connection with the insurance cover from which **you** benefit. This information may sometimes include more sensitive details about **you**, but only where this is necessary to be able to provide the insurance cover or to handle any claims.

The way insurance works means that **your** information may sometimes need to be provided to associated third parties in the insurance sector, but only where necessary to fulfil **our** or **Vasek Insurance's** obligations under the insurance contract, for example your insurers, agents or **your** insurance broker, **our** reinsurers, **our** or **Vasek Insurance's** preferred loss adjusters, **our** or **Vasek Insurance's** claims handlers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies. **Your** personal information will only be disclosed in connection with **your** insurance cover and to the extent required or permitted by law.

Other people's details provided by you: Where **you** provide **us** or **Vasek Insurance** with details about other people, **you** must provide this notice to them.

Want more details? For more information about how **your** personal information is used, please see the full privacy notices which are available online on our and **Vasek Insurance's** websites, or in other formats on request.

Your rights: **You** have rights in relation to the information held about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **your** information is used or request a copy of a full privacy notice, please contact **us** or **Vasek Insurance** using the details shown below:

Vasek Insurance:

Data Protection Office

Email: dpo@ajg.com

Website: www.ajg.com/uk/brokerage-privacy-policy

AXIS Managing Agency Limited:

Data Protection Officer

Email: dpo@axiscapital.com

Address: Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Phone: 020 7877 3833

Website: www.axiscapital.com

We and **Vasek Insurance** may record any telephone calls to help monitor and improve the service provided.

YOUR OVERSEAS PROPERTY INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule of cover** during the **period of insurance** for which **you** have paid and **we** have accepted **your** premium.

Please read all the documents carefully to make sure they meet **your** requirements.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions on page 7. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under the contract reference number shown in the **schedule of cover** and **we** have relied on the information **you** have given **us**.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important notice below)

This policy wording, along with the **schedule of cover** and any endorsement(s) should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 10, 11 and 12. It is important that **you** read them carefully, as they apply at all times.

* Important Notice - Information **you** have given **us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information given to **us**, either orally, electronically or in writing, by **you** or anyone acting on **your** behalf. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A copy of the information provided to **us** is contained within the statement of fact attached to the **schedule of cover**. If **you** agree that the information is correct then please sign and date the statement of fact and retain for **your** records. Should the information be incorrect or missing then please contact **Vasek Insurance** or **your** insurance broker as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by **us** or it may result in **us** being unable to continue this insurance and having to cancel this policy.

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

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

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place;
- charge **you** more for the remainder of **your period of insurance** and reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition as set out in this policy.

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

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

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying the insurance broker who sold **you** this insurance, or **Vasek Insurance**.

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

- The date **you** receive **your** insurance documentation, or
- The start of the **period of insurance**

whichever is the later, providing **you** have not made any claims **we** will refund the premium in full.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice or 14 days' notice via **your** insurance broker. As long as no claims have been made or reported during the **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the **period of insurance**.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal address or via **your** insurance broker. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis. **We** will only do this for a valid reason (examples of valid reasons are but not limited to):

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

ADMINISTRATION CHARGES

Vasek Insurance charge an administration fee for arranging and amending policies. Information of these charges can be found within **our** Initial Disclosure Document at www.vasek.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

YOUR TOTAL PEACE OF MIND

The **insurer** and **Vasek Insurance** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **insurer** or **Vasek Insurance** 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 the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme: PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 or 020 7741 4100 Web: www.fscs.org.uk

SANCTIONS

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

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless specifically agreed to the contrary this policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England.

OUR SERVICE COMMITMENT TO YOU

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, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Vasek Insurance**.

Vasek Insurance
30-34 Hounds Gate
Nottingham
NG1 7AB

Tel: 0115 950 5052
Fax: 0115 950 5053
Email: enquiries@vasek.co.uk
claims@vasek.co.uk
complaints@vasek.co.uk

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

Service Manager

Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium
Tel: +32 (0)2 227 39 39
Email: enquiries.lloydsbrussels@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made. Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service

Exchange Tower
London
E14 9SR
United Kingdom

Tel: +44 20 7964 0500 (from outside the UK)
Tel: 0800 023 4 567 (from inside the UK)
Fax: +44 20 7964 1001
Website: www.financial-ombudsman.org.uk

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr. The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury physical injury including accidental death, disease or illness.

Buildings

- the main structure of the **property** and its permanently fitted fixtures and fittings
- its domestic outbuildings and private garage(s)
- tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lamp-posts and railings
- permanently installed swimming pools, hot tubs and jacuzzis
- permanently fitted central heating/fuel tanks, septic tanks and cesspits
- permanently fitted **solar panels**
- permanently fitted flooring, but not carpets

All within the **premises** named in the **schedule of cover** which **you** own or for which **you** are legally liable.

Contents

- household goods and personal belongings, within the **property**, which **you** own or are legally liable for up to 10% of the sum insured for **contents** for any one item unless insured separately and shown in the **schedule of cover**
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fitting and masts which are attached to the **property**
- **contents** within locked garages, sheds, greenhouses or other domestic outbuildings at the **premises**, up to £500 in total unless shown separately in the **schedule of cover**
- **contents** in the open at the **premises**, up to £500 in total unless shown separately in the **schedule of cover**
- metered water or domestic oil in a fixed oil tank up to £500 which **you** have paid for and are legally liable for
- gold, silver, gold and silver plated items, pictures, jade, jewellery and furs but limited to:-
 - i) 25% of the **contents** sum insured
 - ii) 10% of the **contents** sum insured for any one item, pair or set unless shown separately in the **schedule of cover**
- carpets but not permanently fitted flooring

Contents are not:

- motor vehicles (other than domestic garden machinery), caravans, aircraft, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**, decorations or permanent fixtures and fittings at the **property**
- any item(s) insured under any other insurance.

Europe	<p>'Europe' will include:</p> <ul style="list-style-type: none"> • all Mediterranean Islands • all countries with a Mediterranean shoreline that are members of the European Union • the Canary Islands • Madeira.
Excess	the amount you will have to pay towards each separate claim.
Heave	upward and/or lateral movement of the site on which your property stands caused by swelling of the ground.
Holiday home	where the premises are used by you, your family or non-paying friends on a regular basis throughout the year.
Holiday home let	where the premises are let to any third party as holiday accommodation, other than your family and non-paying friends.
Insurer	<p>This contract of Insurance is insured by Lloyd's Insurance Company S.A. Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be. Website address: www.lloyds.com/brussels Email: enquiries.lloydsbrussels@lloyds.com Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.</p> <p>Please note that correspondence should not be directed to the above address but should always go through the insurance broker who sold you this insurance or Vasek Insurance.</p>
Landslip	downward movement of sloping ground.
Main residence	where the premises is your primary home in the country where it is located and lived in by either you or your family on a permanent basis.
Money	cash, currency, bank notes, negotiable documents or coins or stamps not forming part of a coin or stamp collection.
Period of insurance	the length of time for which this insurance is in force, as shown in the schedule of cover .
Permanent let	where the premises are let to any working or retired tenant on a long term basis and used as their permanent home.
Premises	the risk address as named in the schedule of cover .
Property	the private residential premises built of brick, stone or concrete and roofed with slates, tiles, metal, asbestos or concrete (being standard construction), as shown in the schedule of cover , unless shown differently in the schedule of cover .
Schedule of cover	the printed document containing details of you , the premises , the sums insured, the period of insurance , the excess , the insurer and any special terms which may apply.

Settlement	downward movement of the site on which your property stands as a result of soil being compressed by the weight of the property within ten years of construction.
Solar panels	photovoltaic modules, panels or systems professionally installed at the property for the purpose of generating an electrical supply.
Subsidence	downward movement of the site on which your property stands by a cause other than weight of the property itself.
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.
Unoccupied	not having been lived in overnight, unless you have disclosed to us that the premises is your main residence and it is stated as such in the schedule of cover , in which case unoccupied is when the premises have not been lived in for thirty consecutive nights.
Vasek Insurance	<p>the company who have been authorised by the insurer, under a delegated authority, to transact insurance business on their behalf. Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is an appointed representative of Vasek Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority. Company Number: SC108909.</p> <p>The Coverholder acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within this certificate/policy/endorsement.</p>
we/us/our	the insurer .
you/your	the person(s) named in the schedule of cover , and all members of their family who permanently live with them.

GENERAL CONDITIONS, EXCLUSIONS AND CLAUSES WHICH APPLY TO THE WHOLE OF THIS INSURANCE POLICY

General Conditions

- A) i) **you** must ensure that all protections provided for the security of the **premises**, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the **period of insurance**, and are in full and effective operation and in use when there is no-one at the **premises**,
- ii) where there is a statutory or regulatory requirement for the **premises** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,
- if **you** fail to comply with any part of this condition **your** claim will be void and not paid.
- B) **you** must ensure that the **premises** are adequately protected and secure at all times, when the **property** is **unoccupied**. If **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,
- C) if the **premises** are a **holiday home let** or permanently tenanted then it is a condition precedent to **our** liability that **you** comply with all regulations and statutory conditions regarding the letting of the **premises** in the country where the **premises** are situated. If **you** fail to comply with this condition precedent then this policy will be void,
- D) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **premises** in a good state of repair, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- E) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, please refer to the **Vasek Insurance** website www.vasek.co.uk or the "How to make a claim under this insurance" section of this policy for more information regarding claims and **your** duties,
- F) if any premium has not been paid by the payment due date at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- G) **you** must notify **us** before any alterations, extensions or renovations take place at the **premises**, if **you** fail to comply with any part of this condition **your** claim may be void and not paid or not paid in full,
- H) You must always make sure that the sums insured shown in your schedule are adequate.
- i) Buildings should be insured for the full cost of rebuilding the buildings in the same form, style and condition as new plus an amount for architects, surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of your home may be different from its market value.

- ii) Contents should be insured for the full cost of replacement as new.

EXCLUSIONS

We will not cover:

- A) 1) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 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 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) any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority,
- C) loss or damage resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets,
- D) any damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**,
- E) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,
- F) any loss or damage occurring before cover commenced,
- G) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**,
- H) the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design, when damage occurs within a clearly identifiable area or to a specific part,
- I) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,
- J) any loss or damage caused by or in part through misuse, poor maintenance or wear and tear at the **premises**,
- K) loss or damage caused by faulty workmanship, general maintenance or anything that happens gradually at the **premises**,

L) **Cyber and Data Exclusion**

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

M) **Biological and chemical contamination exclusion clause**

We will not cover

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Or 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, 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.

N) **The 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 the Act.

O) **Infectious or Contagious Disease Exclusion**

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Vasek Insurance** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on **our** website by submitting an electronic claim form or by downloading a claim form to email or post to **us**, **we** can also post one out to **you** if required. Alternatively **your** broker will be able to assist **you** in making a claim.

Vasek Insurance Claims Department
30-34 Hounds Gate
Nottingham
NG1 7AB

Tel: + 44 (0) 115 950 5052 (including out of hours)

Fax: + 44 (0) 115 950 5053

Email: claims@vasek.co.uk

Website: www.vasek.co.uk

At the time of making a claim, **we** will require **you** to provide:-

- The policy number stated on **your schedule of cover**;
- Details of the claim.

We and/ or **Vasek Insurance** may require **you** to provide:-

- Documentation to support **your** claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to **your** claim. **We** may need to arrange an inspection of **your premises** by a loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily, this will be at **our** expense. **We** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim,

Your Duties

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

- 1) **you** must provide **Vasek Insurance** with any other information they require within 30 days of their request. **We** will only ask **you** for information in relation to **your** claim or **your** insurance policy.
- 2) **you** must forward to **Vasek Insurance** as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
- 3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 4) **you** must not admit liability or offer or agree to settle any claim without the written permission of **Vasek Insurance**.
- 5) **you** must provide **Vasek Insurance** with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 6) **you** must take all reasonable care to limit any loss, damage or injury.
- 7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by **Vasek Insurance** to dispose of them.
- 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 may invalidate a claim, or any payment could be reduced.

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.

3. Fraudulent claims

you must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by **your** wilful act or connivance then:-
- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the insurance
- **we** may at **our** option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- **we** shall not return any premium
- **we** may inform the Police of the circumstances

BUILDINGS SECTION

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

We cover loss or damage directly caused by insured events 1 – 11 to the **buildings** at the **premises**.

INSURED EVENTS

WHAT IS COVERED

WHAT IS NOT COVERED

<p>This insurance covers the buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>1a. Fire, lightning or explosion and smoke damage caused by these perils</p>	
<p>1b. earthquake</p>	
<p>2. Storm, flood, avalanche or weight of snow</p>	<p>a) for loss or damage caused by subsidence, landslip or heave</p> <p>b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, jacuzzis, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings</p>
<p>3. Escape of water from any fixed appliance, pipe or tank</p>	
<p>4. Escape of oil from any fixed appliance, pipe or tank</p>	
<p>5. Theft or attempted theft</p>	<p>for loss or damage while the premises are lent, let or sublet unless caused by forcible and/or violent entry to or exit from the premises</p>
<p>6. Riot</p>	
<p>7. Malicious damage or terrorism</p>	
<p>8. Collision with the property by aircraft, animals or vehicles</p>	
<p>9. Falling trees or branches, lampposts or telegraph poles</p>	<p>for loss or damage caused by trees being cut down or cut back at the premises</p>
<p>10. Breakage or collapse of satellite television receiving equipment or television and radio aerials</p>	

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>11. Accidental damage 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) • mirrors • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	
<p>12. Underground services the cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • blocked sewers including the cost of braking into them and making necessary repairs • underground gas pipes • underground cables <p>serving the premises and which you are legally liable for</p>	any amount over £500 in total
<p>13. Loss of rent or alternative accommodation if the premises become uninhabitable following loss or damage which is covered by an Insured Event for:</p> <ol style="list-style-type: none"> i) the amount of rent due to be paid to you which is lost, if the premises are a holiday home let, or ii) the reasonable cost of similar accommodation for you, if the premises are your main residence, or iii) the reasonable cost of similar accommodation for you, if the premises are your holiday home, for a planned stay or holiday, and iv) the amount of ground rent payable by you <p>but only in respect of the period necessary to repair the premises</p>	any amount over 20% of the sum insured for buildings in total

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>14. Trace and Access if the buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation at the property, we will pay for the cost of removing and replacing any other parts of the buildings necessary to find and repair the source of the leak and making good</p>	<p>any amount over 10% of the sum insured for buildings in total</p>
<p>15. Additional expenses any necessary expenses you may incur following loss or damage which is covered by an Insured Event for:</p> <ul style="list-style-type: none"> • architects, surveyors, consulting/structural engineers and legal fees • the cost of removing debris, demolition, shoring or propping up and making the premises safe • the costs you have to pay in order to comply with any Government or local authority requirements 	<p>a) any expenses or fees for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>16. Replacement locks the necessary costs you may incur in replacing the locks to external doors at the premises (including final exit doors for individual flats or apartments) following:</p> <ol style="list-style-type: none"> i) theft of keys from your place of business or your own private home or the private home of your employee, or ii) theft of keys from the insured premises, or iii) theft of keys following mugging against, you, your employee or your guests or tenant(s) iv) loss of keys by you, your employee or your guests or tenant(s) 	<p>any amount over £1,000 in total</p>
<p>17. Landscaped gardens the necessary costs you may incur for repairing or replacing the gardens at the premises back to their original condition following loss or damage which is covered by an Insured Event or damage caused by the Emergency Services attending the premises</p>	<p>any amount over £2,500 in total</p>

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers:</p> <p>18. Fire extinguisher expenses the necessary costs you may incur in replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks at the premises following loss or damage which is covered by an Insured Event</p>	<p>We will not pay: any amount over £1,000 in total</p>
<p>19. Emergency access expenses the necessary costs you may incur for repairing the property following damage caused to the premises by any of the Emergency Services in gaining entry to the premises</p>	<p>any amount over £2,500 in total</p>
<p>20. Closed circuit television systems the necessary costs you may incur in repairing or replacing closed circuit television systems at the premises following accidental damage or loss or damage covered under this section of the policy</p>	<p>any amount over £2,500 in total</p>
<p>21. Electrical power surge the costs of loss or damage caused by:</p> <ul style="list-style-type: none"> • electricity, to the fixtures and fittings of the buildings following an electrical power surge • short-circuiting to electrical parts of any fixed apparatus and/or their accessories forming part of the buildings following an electrical power surge • abnormal electrical currents or spontaneous combustion of the buildings or any fixed apparatus and/or their accessories forming part of the buildings following an electrical power surge 	<p>a) where any apparatus has been used contrary to the manufacturers instructions b) any amount over £1,500 per incident and £4,500 in total</p>

BUILDINGS SECTION (continued)

ACCIDENTAL DAMAGE COVER TO THE BUILDINGS

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

WHAT IS COVERED

This extension covers:

Accidental damage to the buildings

WHAT IS NOT COVERED

We will not pay:

- a) for damage that **we** specifically exclude elsewhere under the **buildings** section
- b) for damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking
- c) for damage while the **premises** are being altered, refurbished or extended
- d) for damage to outbuildings or garages that are not built of brick, stone or concrete or roofed with slates, tiles, metal, asbestos, asphalt or concrete
- e) for damage arising from faulty design, specification or materials
- f) for damage caused by mechanical or electrical faults or breakdown
- g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- h) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- i) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the **buildings** section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - PaymentBut not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.
2. If **we** have agreed with **you** that the **buildings** will not be repaired, replaced or reinstated following loss or damage **we** will agree a cash settlement with **you** and may deduct an amount for wear and tear.
3. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.

Your sum insured

4. **We** will not reduce the sum insured under the **buildings** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
5. 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**, then **we** will only pay one half of the whole cost of **your** claim.
This settlement basis applies to the whole of the **buildings** section.

CONTENTS SECTION

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

We cover loss or damage directly caused by insured events 1 – 11 to the **contents** at the **premises**.

INSURED EVENTS

WHAT IS COVERED

WHAT IS NOT COVERED

This insurance covers the contents for loss or damage directly caused by:	We will not pay:
1a. Fire, lightning or explosion and smoke damage caused by these perils	
1b. earthquake	
2. Storm, flood, avalanche or weight of snow	for loss or damage to contents in the open
3. Escape of water from any fixed appliance, pipe or tank	
4. Escape of oil from any fixed appliance, pipe or tank	
5. Theft or attempted theft	for loss or damage while the premises are lent, let or sublet unless caused by forcible and/or violent entry to or exit from the premises
6. Riots	
7. Malicious damage or terrorism	
8. Collision with the property by aircraft, animals or vehicles	
9. Falling trees or branches, lampposts or telegraph poles	for loss or damage caused by trees being cut down or cut back at the premises
10. Breakage or collapse of satellite television receiving equipment or television and radio aerials	

CONTENTS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>11. Accidental damage the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • televisions and satellite decoders • audio, video and DVD equipment • radios • home computers and laptops 	<p>a) loss or damage caused by cleaning, maintaining, adjusting, repairing, dismantling, or misusing the item</p> <p>b) for records, compact discs, computer disks, cassettes, tapes or DVDs</p> <p>c) for mechanical or electrical faults or breakdown</p> <p>d) loss or damage caused by computer viruses</p> <p>e) loss or damage caused from light, or atmospheric or climatic conditions</p> <p>f) loss or damage caused by scratching or denting</p> <p>g) loss or damage to mobile phones, computer equipment, video cameras or hearing aids</p>
<p>12. Accidental breakage the cost of repairing accidental damage 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 	<p>or the cost of repairing, removing or replacing frames</p>
<p>13. Loss of rent or alternative accommodation if the premises become uninhabitable following loss or damage which is covered by an Insured Event for:</p> <ol style="list-style-type: none"> i) the amount of rent due to be paid to you which is lost, if the premises are a holiday home let, or ii) the reasonable cost of similar accommodation for you, if the premises are your main residence, or iii) the reasonable cost of similar accommodation for you, if the premises are your holiday home, for a planned stay or holiday <p>but only in respect of the period necessary to repair the premises</p>	<p>any amount over 20% of the sum insured for contents in total</p>

CONTENTS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

This section of the insurance also covers:

14. **Electrical power surge**

the costs of loss or damage caused by:

- short-circuiting to appliances or electrical parts of any appliance and/or their accessories following an electrical power surge
- abnormal electrical currents or spontaneous combustion to appliances and/or their accessories following an electrical power surge

WHAT IS NOT COVERED

We will not pay:

- a) for damage to records, tapes, films, cassettes, discs, cartridges, styli or computer software
- b) where any appliance has been used contrary to the manufacturers instructions
- c) any amount over £1,500 per incident and £4,500 in total

CONTENTS SECTION (continued)

ACCIDENTAL DAMAGE COVER TO THE CONTENTS

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

WHAT IS COVERED

This extension covers:

Accidental damage to the contents

WHAT IS NOT COVERED

We will not pay:

- a) for damage that **we** specifically exclude elsewhere under the **contents** section
- b) for damage to **contents** within garages and outbuildings
- c) for damage while the **premises** are being altered, refurbished or extended
- d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage arising from faulty design, specification or materials
- f) for damage caused by mechanical or electrical faults or breakdown
- g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- h) for **money**, documents or stamps
- i) for loss or damage to contact, corneal or micro corneal lenses
- j) for damage caused by or contributed to by or arising from any kind of pollution and/or contaminant

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the **contents** section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.
2. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.
3. Where **we** agree to make a cash settlement **we** will only pay you what it would cost **us** to repair or replace using **our** preferred suppliers or contractors.

Your sum insured

4. **We** will not reduce the sum insured under the **contents** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
5. If **you** are under insured, which means the cost of replacing the **contents**, as new, at the time of 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 the **contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.

This settlement basis applies to the whole of the **contents** section.

LEGAL LIABILITY TO THE PUBLIC

This section of the policy works in the following way:

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

The most **we** will pay for any one accident or series of accidents arising out of any one event is £1,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule of cover**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you for	We will not indemnify you
<p>i) as owner for 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>ii) as occupier for 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>French Liability Clause</p> <p>If the premises are situated within France this Legal Liability To The Public section includes within the limit of liability stated:</p> <p>a) the liability which you may incur as a tenant, following damage caused by fire or explosion, under articles 1382 to 1384 and 1732 to 1735 of the civil code</p> <p>b) the liability which you may incur under articles 1382, 1383 and 1384 of the civil code following damage to neighbour's and third parties' property as a result of fire or explosion originating from the premises insured or containing the insured premises.</p>	<p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any member of your family • any person who at the time of sustaining such bodily injury is engaged in your service or employed by you <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 member of your family • any person engaged in your service or employed by you <p>e) arising directly or indirectly out of any profession, occupation, business or employment, other than your direct liability as a landlord to your tenant(s) or arising out of the premises being used as a holiday home let, but only if you have disclosed to us, and we have accepted, that the premises are permanently tenanted or a holiday home let, as shown in the schedule of cover</p> <p>f) which you have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horse drawn vehicle other than domestic gardening equipment used within the premises ii) any power-operated lift other than stair lifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

LEGAL LIABILITY TO THE PUBLIC (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

	We will not indemnify you
	<p>h) in respect of any kind of pollution and/or contamination other than: caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time at the premises during the period of insurance and is reported to us, in writing, no later than 30 days from the end of the period of insurance</p> <p>i) arising out of your ownership, occupation, possession or use of any land or building/structure that is not within the boundaries of the premises</p> <p>j) 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>k) if you are entitled to indemnity under any other insurance until such insurance(s) is/are exhausted</p>

FREEZER CONTENTS

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers:	We will not pay:
<p>the cost of replacing your food in your fridge or freezer if it is spoiled due to;</p> <ul style="list-style-type: none"> accidental failure of the freezer and/or refrigerator refrigerator fumes escaping from the equipment accidental failure of the electricity or gas supply 	<ul style="list-style-type: none"> a) for loss or damage caused by the deliberate restriction or withholding of electricity or gas by the supply authority b) for loss or damage caused by industrial dispute, strike or lockout c) for loss or damage to the freezer of refrigerator itself d) for loss or damage where you have used the freezer or refrigerator contrary to the manufacturer's instructions

ADDITIONAL MONEY AND CREDIT CARDS

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers:	We will not pay:
<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) anywhere in the world, provided that <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

EMERGENCY TRAVEL EXPENSES

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers:	We will not pay:
<p>following loss or damage to your premises by any Insured Event under this policy where the loss or damage is in excess of £2,500;</p> <ul style="list-style-type: none"> the cost of one return air or rail fare to the premises for you, up to £300 50% of the cost of one return air or rail fare to the premises for a member of your family, up to £150 	<ul style="list-style-type: none"> a) If you fail to notify us within 21 days of the date you became aware of the incident giving rise to the claim b) if you do not retain all travel documents and receipts c) more than £450 during any one period of insurance

PEDAL CYCLES

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers:	We will not pay:
<p>the cost of repairing or replacing your pedal cycles following:</p> <ul style="list-style-type: none"> • theft or attempted theft anywhere in Europe • accidental damage anywhere in Europe 	<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) for loss or damage while the pedal cycle is being hired or lent to anyone other than your family, e) 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 f) for any individual cycle over £500 in value

LOSS OF ELECTRICAL SUPPLY SOLD BACK TO THE GRID

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers:	We will not pay:
<p>the amount of revenue which is lost that you would have received from selling back surplus electricity, under contract, to a recognised electricity distributor following loss or damage which is covered by an Insured Event under this policy to the permanently fitted solar panels at the premises</p>	<ul style="list-style-type: none"> a) for loss or damage that we specifically exclude elsewhere in this policy b) for loss or damage while the premises are being altered, repaired or extended c) for loss or damage while the solar panels are being installed, moved or serviced d) for loss or damage caused by mechanical or electrical faults or breakdown e) for loss or damage while the premises are lent, let or sublet f) for loss or damage caused by accidental damage

SETTLING CLAIMS

We will settle **your** claim based on the average amount of revenue **you** received from the grid in the preceding twelve month period immediately prior to the incident giving rise to **your** claim.

Where **you** have not commenced selling electricity back to the grid or where this has not been for a period of twelve months **we** will settle **your** claim on the average amount of revenue that **you** would have reasonably expected to have received from the grid for the period necessary to repair or replace the **solar panels**.

VALUABLES AND PERSONAL POSSESSIONS

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers:	We will not pay:
<p>physical loss or damage to valuables and personal possessions within the property or anywhere in the world</p>	<ul style="list-style-type: none"> a) any amount over £2,500 for any other item, pair or set unless such item(s) have been specified and are shown separately in the schedule of cover b) for damage from electrical or mechanical faults or breakdown c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage to guns caused by rusting or bursting of barrels e) for breakage of any sports equipment whilst in use f) for loss or damage to contact, corneal or micro corneal lenses g) for loss or damage to hearing aids while you are in water, swimming or involved in any other water sports h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) for loss or damage to any musical instruments that will be or were being used for business or professional purposes j) for loss or damage to mobile phones, computer equipment, video cameras or hearing aids unless such item(s) have been specified and are shown separately in the schedule of cover k) for loss or damage to motor vehicles, including but not limited to quad bikes, mini motos, segways, unless such motor vehicles have been specified and are shown in the schedule of cover l) for theft or disappearance of electric wheelchairs or mobility scooters; <ul style="list-style-type: none"> i) where the keys or other device which enables the wheelchair or mobility scooter to be started are left in or on the wheelchair or mobility scooter whilst they are unattended ii) between the hours of 23:00 and 07:00 unless the wheelchair or mobility scooter is kept in a locked building whilst not in use m) any amount over £400 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant n) 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

SETTLING CLAIMS

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

1. If **your** claim for loss or damage is covered under the valuables and personal possessions section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment
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.
3. Where **we** agree to make a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace using **our** preferred suppliers or contractors.

Your sum insured

4. If **you** make a claim for repairing any item and **you** are under insured, which means the value or replacement value at the time of the loss or damage for the insured item is more than **your** sum insured for such item, then **we** will only pay a proportion of the claim.
For example if **your** sum insured only covers one half of the value or replacement value of the insured item then **we** will only pay one half of the cost of repairing the insured item.
Where the claim is for total loss or destruction then the most **we** will pay is the sum insured for the insured item.



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