



## HOME INSURANCE POLICY WORDING

**January 2021**



Vasek Insurance - 30-34 Hounds Gate, Nottingham, NG1 7AB  
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## DATA PROTECTION

### Your Insurer's Privacy Notice

Tokio Marine HCC respects **your** right to privacy. In **our** Privacy Policy (available at <https://www.tmhcc.com/en/legal/privacy-policy>) **we** explain who **we** are, how **we** collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights. If **you** have any questions or concerns about our use of **your** personal information, then please contact [DPO@tmhcc.com](mailto:DPO@tmhcc.com).

**We** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** may also collect **your** sensitive personal information such as data relating to **your** physical or mental health or condition. **We** need the personal or sensitive personal information to enter into and perform a contract with **you**. **We** retain personal information and sensitive personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

**We** may disclose **your** personal or sensitive personal information to:

- **our group companies;**
- **third party services providers and partners** who provide data processing services to **us** or who otherwise process personal information for purposes that are described in **our** Privacy Policy or notified to **you** when we collect **your** personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **our** legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that **we** inform the buyer it must use **your** personal information only for the purposes disclosed in **our** Privacy Policy; or
- any **other person with your consent** to the disclosure.

**Your** personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which **you** are resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

**We** use appropriate technical and organisational measures to protect the personal information that **we** collect and process about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

**You** are entitled to know what data is held on **you** and to make what is referred to as a **Data Subject Access Request ('DSAR')**. **You** are also entitled to request that **your** data be **corrected** in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on **your** rights is included in **our** Privacy Policy.

**You** can **opt-out of marketing communications** **we** send **you** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send **you**. Similarly, if **we** have collected and processed **your** personal or sensitive personal information with **your** consent, then **you** can **withdraw your consent** at any time. Withdrawing **your** consent will not affect the lawfulness of any processing **we** conducted prior to **your** withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the **right to complain to a data protection authority** about **our** collection and use of **your** personal information.

### Vasek Insurance Short Form Privacy Notice

We (Vasek Insurance) are the data controller of any personal data **you** provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **your** data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, you shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.



## YOUR HOME INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule** 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** and the definitions on pages 8 to 11. 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** 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** 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 12, 13 and 14. 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**. 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 (for example if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium), 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](http://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.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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](http://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 **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **property** is situated, or, if the **property** is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **property** is situated, or, if the **property** is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

## INSURER

This insurance policy is underwritten by a consortium of the following insurers, led by:

HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655).

Covéa Insurance plc. Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales Number 613259. Registered office: Norman Place, Reading, RG1 8DA.

**You** can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

## 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:** [policymanagement@vasek.co.uk](mailto:policymanagement@vasek.co.uk); **or** [claims@vasek.co.uk](mailto:claims@vasek.co.uk); **or** [complaints@vasek.co.uk](mailto:complaints@vasek.co.uk)

If **you** remain dissatisfied after **your** complaint has been considered or, in any event, after a period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone:

- 0800 023 4567 (calls to this number are free from "fixed lines" in the UK),
- or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK), or
- +44 (0)20 7964 0500 (if you are calling from outside the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR is: <http://ec.europa.eu/odr>.

This complaints procedure does not affect your right to take legal action.

## DEFINITIONS

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

<b>Accidental damage</b>	physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
<b>Bodily injury</b>	physical injury including accidental death, disease or illness.
<b>Broker</b>	the insurance agent/ <b>broker</b> who placed this insurance on <b>your</b> behalf
<b>Buildings</b>	<ul style="list-style-type: none"><li>• the main structure of the <b>home</b> and its permanently fitted fixtures and fittings</li><li>• its domestic outbuildings and private garage(s)</li><li>• tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lamp-posts and railings</li><li>• permanently installed swimming pools, hot tubs and Jacuzzi's</li><li>• permanently fitted central heating/fuel tanks, septic tanks and cesspits</li><li>• permanently fitted <b>solar panels</b></li><li>• permanently fitted flooring, but not carpets</li></ul> All within the <b>premises</b> named in the <b>schedule</b> which <b>you</b> own or for which <b>you</b> are legally liable.
<b>Collection</b>	a group of identifiable items similar in nature and related to each other in design or type of object.
<b>Contents</b>	household goods and personal property, within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally liable for, up to 10% of the sum insured for <b>contents</b> for any one item unless insured separately and shown in the <b>schedule</b> . <b>Contents</b> includes: <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li><li>• <b>contents</b> outside the <b>home</b> but within the <b>premises</b> up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>) unless shown separately in the <b>schedule</b></li><li>• <b>contents</b> within locked garages, sheds, greenhouses or other domestic outbuildings at the <b>home</b> up to £1,500 in total unless shown separately in the <b>schedule</b></li><li>• carpets but not permanently fitted flooring</li><li>• <b>money</b> and <b>credit cards</b> up to the sum insured shown in the <b>schedule</b></li><li>• deeds and registered bonds and other personal documents up to £2,500 in total</li><li>• pedal cycles kept in a locked and secure building at the <b>premises</b></li><li>• stamps or coins forming part of a <b>collection</b> up to £1,000 in total unless shown separately in the <b>schedule</b></li><li>• items forming part of a <b>collection</b> up to £1,000 in total unless shown separately in the <b>schedule</b></li><li>• <b>valuables</b> up to 35% of the sum insured for <b>contents</b> (10% of the sum insured for <b>contents</b> for any one item) within the <b>home</b>, unless insured separately and shown in the <b>schedule</b></li><li>• domestic oil in fixed fuel oil tanks £2,000</li></ul>



- metered water up to £5,000
- domestic freezer contents as shown in the **schedule**
- **office equipment** up to £5,000 or 20% of the sum insured for **contents**, whichever is the less, within the **home**

**Contents** does NOT include:

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

**Credit cards**

**credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards.

**Endorsement(s)**

a change in the terms and conditions of this insurance.

**Europe**

'**Europe**' will include:

- all Mediterranean Islands;
- all countries with a Mediterranean shoreline that are members of the European Union;
- the Canary Islands;
- Madeira;

and journeys between these countries.

**Excess**

the amount **you** will have to pay towards each separate claim

**Heave**

upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

**Home**

the private residential **premises** built of **standard construction** as shown in the **schedule**.

**Insurer**

this insurance policy is underwritten by a consortium of the following insurers, led by HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC along with Covéa Insurance plc, both companies are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Landslip**

downward movement of sloping ground.

**Money**

- current legal tender, cheques, postal and **money** orders
- postage stamps not forming part of a stamp **collection**
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens

all held for private or domestic purposes.

**Occupant**

**you** or persons authorised by **you** to stay in the **home** overnight.

<b>Office Equipment</b>	computers and <b>home office equipment</b> belonging to <b>you</b> and used in conjunction with <b>your</b> business at the <b>home</b> . <b>Office equipment</b> does NOT include: <ul style="list-style-type: none"> <li>• loss of magnetism or corruption of <b>data</b></li> <li>• compensation for <b>you</b> not being able to use the computer or any equipment following loss or damage</li> <li>• equipment more specifically insured by any other insurance</li> <li>• the cost of reconstituting any lost or damaged <b>data</b></li> <li>• any business stock or <b>money</b> held for business purposes unless shown separately in the <b>schedule</b></li> <li>• equipment being confiscated or repossessed</li> <li>• loss or damage to computer software, software tapes / discs / CD Roms and any <b>data</b> stored</li> </ul>
<b>Period of insurance</b>	the length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Personal possessions</b>	clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to <b>you</b> . <b>Personal possessions</b> does NOT include: <ul style="list-style-type: none"> <li>• <b>money</b> and <b>credit cards</b></li> </ul>
<b>Premises</b>	the address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	the printed document containing details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> , the sections of this policy which apply, the <b>excess</b> , the <b>insurer</b> , any <b>endorsement(s)</b> and any special terms which may apply.
<b>Settlement</b>	downward movement of the site on which <b>your buildings</b> stand as a result of soil being compressed by the weight of the <b>buildings</b> within ten years of construction.
<b>Solar Panels</b>	photovoltaic modules, panels or systems professionally installed at the <b>home</b> for the purpose of generating an electrical supply.
<b>Standard construction</b>	built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.
<b>Subsidence</b>	downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Terrorism</b>	any act(s) of any person(s) or organisation(s) involving <ul style="list-style-type: none"> <li>• the causing, occasioning or threatening of harm of whatever nature and by whatever means</li> <li>• putting the public or any section of the public in fear</li> </ul> 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.
<b>United Kingdom</b>	the ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

## Valuables

**Valuables** includes:-

- jewellery
- furs
- gold, silver, gold and silver plated articles
- pictures

which are **your** property or which **you** are legally responsible for.

## Vasek Insurance

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 authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.

## We / us / our

the **Insurer**.

## You / your / insured

the person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

## GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE - SEVEN OF THIS INSURANCE

### 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 take all reasonable care to provide complete and accurate answers to the questions **we** asked when **you** took out this insurance or when **you** make changes to or renew **your** policy.

Please tell **Vasek Insurance** or **your broker** no later than 14 days after **you** become aware of any changes to the information contained within the Statement of Fact, a copy of which is attached to **your schedule** or renewal notice.

**you** must also tell **Vasek Insurance** or **your broker** no later than 14 days after **you** become aware:

- of any intended alterations, extension or renovation to the **buildings**. **You** do not need to tell **us** about internal alterations to the **buildings**,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule**,
- of any change to the use of the **home**. For example if the **buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- of any change to the occupancy of the **buildings**. For example, if the **buildings** are to stop being **your** permanent residence or are to be unoccupied for any period exceeding 60 consecutive days, however, if the **home** becomes unoccupied for any period of 30 consecutive days or more during the period 1st December to 28th February **you** must turn all water systems off at the mains and drain the entire water system of all water, or where the **home** benefits from gas or oil fired central heating the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit.

If **you** fail to comply with this condition then this insurance will not cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

If any claim is being made then **we** reserve the right to request from **you** any bills for any utilities being supplied to the **home** for verification by **us**.

- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences), or
- that any member of **your** household or any person to be insured by this policy sustains any County Court Judgement, enters into an Individual Voluntary Arrangement (IVA) or is declared bankrupt.

If **you** are in any doubt, please contact **Vasek Insurance** or **your broker**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Please note that if the information **you** provide is not complete and accurate or if **you** fail to comply with any of the above duties then this policy may be void or any claim not paid or not paid in full.

## GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO SEVEN 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;
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 caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### C) **Existing and deliberate loss or damage**

**We** will not pay for loss, damage or theft:

- occurring outside of the **period of insurance**
- caused deliberately by **you** or any person lawfully in the **home**

### D) **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.

### E) **Biological and chemical contamination 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;
2. any legal liability of whatsoever nature
3. death or injury to any person directly or indirectly caused by or contributed to by Biological or Chemical contamination arising from
  - i) **terrorism**,
  - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**.

### F) **Unoccupancy**

If **your home** is left without an authorised **occupant** for more than 60 consecutive days/nights without **our** written agreement this insurance will cover Fire/Lightning/Explosion and Earthquake only with immediate effect. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the **schedule**.

## GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO SEVEN OF THIS INSURANCE

(continued)

G) **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.

H) **Wear, tear, anything that happens gradually and general maintenance**

This insurance does not cover loss or damage resulting from wear and tear, anything that happens gradually, general maintenance or a lack of sealant or grout.

I) **Indirect loss or damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

J) **Rot Exclusion**

**We** will not pay for any loss, damage or liability 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.

K) **Defective construction or Design Exclusion**

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

L) **Undamaged items**

**We** will not pay 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 loss or damage occurs within a clearly identifiable area or to a specific part.

M) **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 AND CLAIMS CONDITIONS APPLICABLE TO SECTIONS ONE - SEVEN OF 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 back 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: 0115 950 5052 (including out of hours)**

**Fax: 0115 950 5053**

**Email: [claims@vasek.co.uk](mailto:claims@vasek.co.uk)**

**Website: [www.vasek.co.uk](http://www.vasek.co.uk)**

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

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

**We** 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 the Claims Department 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 the Claims Department 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 the Claims Department.
- 5) **you** must provide the Claims Department 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 the Claims Department 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.

This clause does not apply to fatal injury (section two - additional cover 19).

### 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



## SECTION ONE

### BUILDINGS

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

#### WHAT IS COVERED

#### WHAT IS NOT COVERED

<p>This insurance covers the <b>buildings</b> for loss or damage directly caused by:</p>	<p><b>We</b> will not pay:</p>
<p>1. <b>Fire, lightning, explosion or earthquake and smoke damage caused by these perils</b></p>	
<p>2. <b>Aircraft and other flying devices or items dropped from them</b></p>	
<p>3. <b>Storm, flood or weight of snow</b></p>	<p>a) for loss or damage caused by <b>subsidence, landslip or heave</b> other than as covered under number 11 of section one</p> <p>b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, jacuzzi's, tennis courts, drives, patios, paths, terraces, gates, hedges, fences and railings</p>
<p>4. <b>Escape of water from and frost damage to fixed water tanks, apparatus or pipes</b></p>	
<p>5. <b>Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</b></p>	
<p>6. <b>Theft or attempted theft</b></p>	<p>for loss or damage while the <b>home</b> is lent, let or sublet unless caused by forcible and/or violent entry to or exit from the <b>premises</b></p>
<p>7. <b>Collision by any vehicle or animal</b></p>	
<p>8. <b>Any person taking part in terrorism, a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</b></p>	
<p>9. <b>Falling trees, telegraph poles or lamp-posts</b></p>	<p>for loss or damage caused by trees being cut down or cut back within the <b>premises</b></p>
<p>10. <b>Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</b></p>	<p>for loss or damage to radio and television aerials, satellite dishes, their fittings and masts (these would be covered under section two <b>contents</b>)</p>

## SECTION ONE

### BUILDINGS (continued)

#### WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by:

11. **Subsidence, landslip or heave of the site upon which the buildings stand**

#### WHAT IS NOT COVERED

**We** will not pay:

- a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzi's, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **premises** is also affected at the same time and by the same event
- b) for loss or damage caused by coastal or river erosion
- c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- d) for loss or damage caused by the normal bedding down, **settlement** or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or faulty workmanship
- e) 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
- f) for loss or damage to solid floors unless the walls of the **buildings** are damaged at the same time and by the same event

## SECTION ONE

### BUILDINGS (continued)

#### ADDITIONAL COVERS

##### WHAT IS COVERED

##### WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>12. <b>Accidental damage</b></p> <p>the cost of repairing <b>accidental damage</b> to:</p> <ul style="list-style-type: none"><li>• fixed glass and double glazing (including the cost of replacing frames)</li><li>• mirrors</li><li>• <b>solar panels</b></li><li>• <b>sanitary ware</b></li><li>• ceramic hobs</li></ul> <p>all forming part of the <b>buildings</b></p>	
<p>13. <b>Underground services</b></p> <p>the cost of repairing <b>accidental damage</b> caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"><li>• domestic oil pipes</li><li>• underground water-supply pipes</li><li>• underground sewers, drains and septic tanks</li><li>• blocked sewers including the cost of breaking into them and making necessary repairs</li><li>• underground gas pipes</li><li>• underground cables</li></ul> <p>serving the <b>home</b> and which <b>you</b> are legally liable for</p>	
<p>14. <b>Loss of rent or alternative accommodation</b></p> <p>while the <b>buildings</b> cannot be lived in following loss or damage which is covered under section one for:</p> <ul style="list-style-type: none"><li>• loss of rent due to <b>you</b> which <b>you</b> are unable to recover</li><li>• additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for</li><li>• the amount of ground rent payable by <b>you</b></li></ul>	any amount over £75,000 or 20% of the sum insured for <b>buildings</b> , whichever is the greater

## SECTION ONE

### BUILDINGS (continued)

#### ADDITIONAL COVERS

##### WHAT IS COVERED

##### WHAT IS NOT COVERED

This section of the insurance also covers:	<b>We</b> will not pay:
<p>15. <b>Additional expenses</b> expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for:</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making the <b>buildings</b> safe</li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> 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 <b>you</b> before the loss or damage</p>
<p>16. <b>Increased water charges</b> increased domestic metered water charges <b>you</b> 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 £5,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £5,000 in total</p>
<p>17. <b>Buyers benefit</b> anyone buying the <b>home</b> will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the <b>buildings</b> are insured under any other insurance</p>
<p>18. <b>Trace and Access</b> If the <b>buildings</b> are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in <b>your home</b>, <b>we</b> will pay the cost of removing and replacing any other parts of the <b>buildings</b> necessary to find and repair the source of the leak and making good</p>	<p>more than £10,000 or 10% of the sum insured for <b>buildings</b>, whichever is the greater, during the <b>period of insurance</b></p>
<p>19. <b>Replacement locks</b> costs <b>you</b> have to pay for replacing locks to alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys</p>	<p>any amount over £1,000 in total. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total</p>
<p>20. <b>Landscape gardens</b> the reasonable cost of repairing or replacing landscaped gardens at the <b>home</b> following loss or damage which is covered under section one or caused by the emergency services attending the <b>home</b></p>	<p>more than £2,500 in any <b>period of insurance</b></p>

## SECTION ONE

### BUILDINGS (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>21. <b>Fire extinguisher expenses</b> the reasonable cost of replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following loss or damage covered under section one</p>	<p><b>We will not pay:</b></p> <p>more than £1,000 in any <b>period of insurance</b></p>
<p>22. <b>Emergency access expenses</b> the reasonable cost of repairing the <b>home</b> following damage caused to the <b>buildings</b> by any of the emergency services in gaining access to the <b>home</b></p>	<p>more than £1,000 for any event</p>
<p>23. <b>Closed circuit television systems</b> the reasonable cost of repairing or replacing closed circuit television systems at the <b>home</b> following loss or damage covered under section one</p>	<p>more than £2,500 in any <b>period of insurance</b></p>
<p>24. <b>Nest removal</b> costs <b>you</b> have to pay for professional contractors to trace and remove bird, animal and insect nests at the <b>premises</b></p>	<p>a) more than £1,000 for any one event, if <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total</p> <p>b) for the removal of nests that existed before cover commenced</p>
<p>25. <b>Fly tipping</b> costs <b>you</b> have to pay for removing illegally dumped items from the <b>premises</b> and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the <b>premises</b></p>	<p>a) more than £1,000 for any one event, if <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total</p> <p>b) for removing any items that were present before cover commence</p>

## SECTION ONE

### 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

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 **home** is being altered, refurbished or extended
- d) for damage to outbuildings or garages which are not of **standard construction**
- e) for damage caused by mechanical or electrical faults or breakdown
- f) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- g) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- h) for damage caused by or contributed to, by or arising from any kind of pollution and/or contamination

## SECTION ONE

### BUILDINGS (continued)

#### 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 the **buildings** section one **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**.

**your** sum insured

4. **We** will not reduce the sum insured under the **buildings** section one 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 one.
6. Index-linking clause  
The sums insured in section one (**buildings**) will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.  
**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

Limit of insurance

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

## SECTION TWO

### CONTENTS

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

#### WHAT IS COVERED

#### WHAT IS NOT COVERED

<p>This insurance covers the <b>contents</b> for loss or damage directly caused by:</p>	<p><b>We</b> will not pay:</p>
<p>1. <b>Fire, lightning, explosion or earthquake</b></p>	
<p>2. <b>Aircraft and other flying devices or items dropped from them</b></p>	
<p>3. <b>Storm, flood or weight of snow</b></p>	<p><b>contents</b> outside the <b>home</b></p>
<p>4. <b>Escape of water from fixed water tanks, apparatus or pipes</b></p>	
<p>5. <b>Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</b></p>	
<p>6. <b>Theft or attempted theft</b></p>	<p>for loss or damage while the <b>home</b> is lent, let or sublet unless caused by forcible and/or violent entry to or exit from the <b>premises</b></p>
<p>7. <b>Collision by any vehicle or animal</b></p>	
<p>8. <b>Any person taking part in terrorism, a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</b></p>	
<p>9. <b>Falling trees, telegraph poles or lamp-posts</b></p>	<p>for loss or damage caused by trees being cut down or cut back within the <b>premises</b></p>
<p>10. <b>Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</b></p>	
<p>11. <b>Subsidence, landslip or heave of the site upon which the buildings stand</b></p>	<p>a) for loss or damage caused by coastal or river erosion</p> <p>b) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</p> <p>c) for loss or damage arising from defective design, faulty materials or faulty workmanship</p> <p>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>e) for loss or damage following damage to solid floors unless the walls of the <b>buildings</b> are damaged at the same time and by the same event</p>



## SECTION TWO

### CONTENTS (continued)

#### ADDITIONAL COVERS

##### WHAT IS COVERED

##### WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>12. <b>Accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio, video and DVD equipment</li> <li>• radios</li> <li>• home computers and laptops</li> </ul> <p>all situated within the <b>home</b></p>	<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>13. <b>Accidental breakage</b> of:</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>sanitary ware</b></li> </ul> <p>forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for:</p> <ul style="list-style-type: none"> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	<p>for the cost of repairing, removing or replacing frames</p>
<p>14. <b>Contents temporarily removed</b> the <b>contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by: any of the events insured under numbers 1-11 in section two while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any buildings where <b>you</b> are living or working</li> <li>• in any building for valuation, cleaning or repair</li> <li>• in any furniture store</li> <li>• in any bank or safe deposit</li> </ul>	<p>a) for <b>contents</b> outside the <b>United Kingdom</b></p> <p>b) for <b>money</b> or <b>credit cards</b></p> <p>c) any amount over 20% of the sum insured under section two for <b>contents</b> in a furniture store</p>
<p>15. <b>Loss of rent</b> up to twelve months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p>

## SECTION TWO

### CONTENTS (continued)

### ADDITIONAL COVERS

#### WHAT IS COVERED

#### WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>16. <b>Alternative accommodation</b> costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over £20,000 or 10% of the sum insured under section two for the <b>contents</b>, whichever is the greater, of the <b>buildings</b> damaged or destroyed</p>
<p>17. <b>Tenants liability</b> <b>your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by loss or damage which is covered under section two</p>	<p>a) any amount over £15,000 or 10% of the sum insured under section two for the <b>contents</b>, whichever is greater, of the <b>buildings</b> damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from <b>subsidence, landslip or heave</b></p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>
<p>18. <b>Underground services</b> the cost of repairing <b>accidental damage</b> caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for as tenant only</p>	
<p>19. <b>Fatal injury</b> fatal injury to <b>you</b>, happening at the <b>premises</b> shown in the <b>schedule</b>, 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:</p> <ul style="list-style-type: none"> <li>• £10,000 for each insured person over sixteen years of age,</li> <li>• £5,000 for each insured person sixteen years of age or under,</li> </ul> <p>at the time of death</p>	

## SECTION TWO

### CONTENTS (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>20. <b>Replacement locks</b> costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys</p>	<p><b>We</b> will not pay: any amount over £1,000 in total. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total</p>
<p>21. <b>Increased water charges</b> increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two</p>	<p>more than £5,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £5,000 in total</p>
<p>22. <b>Wedding gifts</b> wedding gifts within the <b>home</b> against loss or damage by events 1-11 of section two <b>contents</b>, for one month before and one month after the wedding day of <b>you</b> or any member of <b>your</b> family (if within the <b>period of insurance</b>). <b>We</b> will increase the <b>contents</b> sum insured by £5,000 to cover loss or damage to wedding gifts</p>	
<p>23. <b>Religious festival</b> <b>we</b> will increase the sum insured for section two <b>contents</b> shown in the <b>schedule</b> by £5,000 to cover gifts and provisions bought during the month in which <b>you</b> celebrate a religious festival</p>	
<p>24. <b>Students contents</b> <b>contents</b> belonging to a member of <b>your</b> family who is away at University/College during term time but who usually resides at the <b>home</b> against loss or damage by events 1-10 of section two <b>contents</b></p>	<p>a) more than £2,500 in any <b>period of insurance</b> b) more than £500 for any one item c) for loss or damage unless the loss or damage is caused by a violent and forcible entry</p>
<p>25. <b>Computer data</b> costs <b>you</b> have to pay for retrieving or replacing electronic or digital <b>data</b> from <b>your</b> computers, home entertainment systems or mobile equipment following loss or damage which is covered under section two</p>	<p>a) any amount over £2,500 in any <b>period of insurance</b> b) for replacing software, songs or any downloaded <b>data</b> unless <b>you</b> can provide proof of purchase</p>

## SECTION TWO

### CONTENTS (continued)

#### ADDITIONAL COVERS

##### WHAT IS COVERED

##### WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>26. <b>Landscaped gardens</b> costs <b>you</b> have to pay for replacing plants, shrubs and trees in the garden at the <b>premises</b> that <b>you</b> own or which <b>you</b> are legally liable for as a tenant following damage caused by the emergency services or loss or damage caused by fire, lightning, explosion, earthquake, theft, vandalism, impact by vehicles, aircraft or lampposts or by persons acting maliciously</p>	<p>any amount over £1,500 in any <b>period of insurance</b></p>
<p>27. <b>Guests personal possessions</b> personal effects of <b>your</b> visitors, guests and domestic staff while they are in the <b>home</b> following loss or damage which is covered under section two</p>	<p>a) any amount over £2,500 in any <b>period of insurance</b> b) any personal effects that are insured under any other insurance policy</p>
<p>28. <b>Professional removals</b> the <b>contents</b>, if these are not already insured, whilst they are being moved to <b>your</b> new <b>home</b> following loss or damage caused by fire, lightning, explosion, earthquake, theft or attempted theft, vandalism, impact by vehicles, aircraft or lampposts or by persons acting maliciously</p>	<p>a) for <b>contents</b> outside the <b>United Kingdom</b> b) for <b>money, credit cards</b> or <b>valuables</b> c) any amount over £20,000 unless the <b>contents</b> are being moved by professional removal contractors</p>
<p>29. <b>Nest removal</b> costs <b>you</b> have to pay for professional contractors to trace and remove bird, animal and insect nests at the <b>premises</b></p>	<p>a) more than £1,000 for any one event, if <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total b) for the removal of nests that existed before cover commenced</p>
<p>30. <b>Fly tipping</b> costs <b>you</b> have to pay for removing illegally dumped items from the <b>premises</b> and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the <b>premises</b></p>	<p>a) more than £1,000 for any one event, if <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total b) for removing any items that were present before cover commence</p>

## SECTION TWO

### CONTENTS (continued)

#### ACCIDENTAL DAMAGE TO CONTENTS

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

##### WHAT IS COVERED

This extension covers:

**Accidental damage to the contents within the home**

##### 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 caused by mechanical or electrical faults or breakdown
- f) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- g) for **money, credit cards**, documents or stamps
- h) for loss or damage to contact, corneal or micro corneal lenses
- i) for damage caused by or contributed to, by or arising from any kind of pollution and/or contamination

## SECTION TWO

### CONTENTS (continued)

#### CONDITIONS THAT APPLY TO SECTION TWO (CONTENTS) ONLY

##### Settling Claims

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

1. If **your** claim for loss or damage is covered under the **contents** section two **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** 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 two 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 two.
6. Index-linking clause

The sums insured in section two (**contents**) will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

**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

###### Limit of insurance

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

## SECTION THREE

### ACCIDENTS TO DOMESTIC STAFF

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

#### WHAT IS COVERED

##### We will indemnify you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

#### WHAT IS NOT COVERED

##### We will not indemnify you

for **bodily injury** arising directly or indirectly

- from any vehicle
- 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**
- from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

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.

#### IMPORTANT NOTICE

**Dangerous Dogs Act 1991** - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

## SECTION FOUR

### LEGAL LIABILITY TO THE PUBLIC

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

#### PART A

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 <b>you</b>	We will not indemnify <b>you</b> for any liability
<p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b></p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b></p>	<p>a) for <b>bodily injury</b> to:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the <b>period of insurance</b></p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>h) arising from the Third Party Wall etc Act 1996</p> <p>(Exclusions continued over the page)</p>

#### IMPORTANT NOTICE

Party Wall etc. Act 1996 - **The Party Wall etc. Act 1996 provides a framework for preventing or resolving disputes in relation to party walls, party structures, boundary walls and excavations near neighbouring buildings.** Anyone intending to carry out work (anywhere in England and Wales) of the kinds described in the Act must give Adjoining Owners notice of their intentions. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.



## SECTION FOUR

### LEGAL LIABILITY TO THE PUBLIC (continued)

#### PART A (continued)

##### WHAT IS COVERED

##### WHAT IS NOT COVERED

	<p><b>We will not indemnify <b>you</b> for any liability</b></p>
	<p>i) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>i) any motorised or horsedrawn vehicle other than:               <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> <li>• ride on lawn mowers used within the <b>premises</b></li> <li>• electric wheelchairs and mobility scooters</li> </ul> </li> <li>ii) any power-operated lift other than stairlifts</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs(Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation</li> </ul> <p>j) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <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>k) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>l) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any home or travel insurance, until such insurance(s) is exhausted</p>

#### IMPORTANT NOTICE

**Dangerous Dogs Act 1991** - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

## SECTION FOUR

### LEGAL LIABILITY TO THE PUBLIC (continued)

#### PART B

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

##### WHAT IS COVERED

**We** will pay for:

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:

- Part A (ii) 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

##### WHAT IS NOT COVERED

**We** will not indemnify **you**

for amounts exceeding £100,000 in total

#### PART C

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

##### WHAT IS COVERED

**We** will indemnify **you**

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

##### WHAT IS NOT COVERED

**We** will not indemnify **you**

- for any liability if **you** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault
- for any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest
- for any incident which happens more than 7 years after the last day of insurance period in respect of any home previously insured by **us** and owned and occupied by **you**
- for anything owned by or the legal responsibility of **your** family
- for injury, death, disease or illness of any of **your** family (other than **your** domestic employees who normally live with **you**)
- for liability arising from any employment, trade, professional or business of any of **your** family
- for liability accepted by any of **your** family under any agreement, unless the liability would exist without this agreement
- for liability arising from the Third Party Wall etc Act 1996 (refer to Important Notice on page 32)

## SECTION FOUR

### LEGAL LIABILITY TO THE PUBLIC (continued)

Limit of insurance
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**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.

## SECTION FIVE

### VALUABLES AND PERSONAL POSSESSIONS

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

#### WHAT IS COVERED

This insurance covers:

**valuables** and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage within the **home** or anywhere in the world

#### WHAT IS NOT COVERED

**We** will not pay:

- a) any amount over:
  - £750 for any one mobile phone
  - £750 for any one pedal cycle
  - £1,500 for any one or set of hearing aids
  - £2,500 for any other item, pair or set unless such item(s) have been specified and are shown separately in the **schedule**
- 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 quad bikes or mini moto's or the like, unless such item(s) have been specified and are shown in the **schedule**
- k) for theft or disappearance of electric wheelchairs or mobility scooters:
  - 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

## SECTION FIVE

### VALUABLES AND PERSONAL POSSESSIONS (continued)

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
	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"><li data-bbox="805 459 1444 593">l) 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</li><li data-bbox="805 604 1444 739">m) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms</li></ul>

## SECTION FIVE

### VALUABLES AND PERSONAL POSSESSIONS (continued)

#### CONDITIONS THAT APPLY TO SECTION FIVE (VALUABLES AND PERSONAL POSSESSIONS) ONLY

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

1. If **your** claim for loss or damage is covered under the **valuables** and **personal possessions** section five **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

3. 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.

##### Limit of insurance

**We** will not pay more than the sum 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

Section two of this insurance extends to cover:

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

#### WHAT IS NOT COVERED

**We** will not pay:

- 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

Limit of insurance

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

## SECTION SEVEN

### MONEY AND CREDIT CARD COVER

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

#### WHAT IS COVERED

Section two of this insurance extends to cover the following:

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)** anywhere in the world, provided that:
  - within 24 hours of **your** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and
  - **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

#### WHAT IS NOT COVERED

**We** will not pay:

- a) to make up any shortages due to error or omission
- b) for loss of value

Limit of insurance

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





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**[www.vasek.co.uk](http://www.vasek.co.uk)**

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