



**PRIVATE CLIENTS
HOME INSURANCE
POLICY WORDING**

March 2021



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

CONTENTS PAGE

Welcome page	1
How to make a claim and claims conditions applicable to sections one - three of this insurance	3
Definitions	5
Section one - Buildings	10
Section two - Contents	16
Section three - Additional covers	24
General conditions applicable to sections one - three of this insurance	29
General exclusions applicable to sections one - three of this insurance	30
Cancelling this insurance	31
Financial Services Compensation Scheme (FSCS)	32
Our service commitment to you	33
Data protection	33

WELCOME PAGE

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 page 5. 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 29, 30 and 31. 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.

Once again, I would like to thank you for purchasing and trusting Vasek with your Insurance needs.

A handwritten signature in black ink that reads "J Collins". The letters are cursive and fluid.

James Collins

Managing Director, **Vasek Insurance**

HOW TO MAKE A CLAIM AND CLAIMS CONDITIONS APPLICABLE TO SECTIONS ONE - THREE 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

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**;
- 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.

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

DEFINITIONS

Certain words will carry the same meaning wherever they appear in sections one to three of 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.
Boarder(s)	any member of your family, under the age of 19, who would normally reside at the home but who is away living at a boarding school during term time.
Bodily Injury	physical injury including accidental death, disease or illness.
Broker	the insurance agent/ broker who placed this insurance on your behalf
Buildings	any permanent structure used for domestic or home-business purposes within the boundaries of the premises which you own or for which you are legally liable, including:- <ul style="list-style-type: none">• the home and its decorations• garages• stables• fixtures and fittings• lifts and stair-lifts• permanently installed swimming pools, hot tubs and Jacuzzi's• outbuildings, greenhouses and sheds• underground service pipes and cables, sewers and drains• tennis courts, drives, patios, paths, terraces, walls, gates, fences, hedges, lamp-posts, railings and fixed fuel tanks, septic tanks and cesspits• solar panels• tenants improvements if shown as covered in the schedule
Collection	a group of identifiable items similar in nature and related to each other in design, type of object or collectability.
Contents	household goods, furniture, carpets and personal possessions which are your property or which you are legally liable for, up to £20,000 (£25,000 for fine art and antiques) for any one item, pair or set, unless shown separately in the schedule or the limits stated within this policy wording. contents includes: <ul style="list-style-type: none">• fine art and antiques if cover was requested by you and shown as insured in the schedule• watches and jewellery if cover was requested by you and shown as insured in the schedule• gold and silver items if cover was requested by you and shown as insured in the schedule• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home or other permanent structure at the premises• items in the open outside the home but within the boundaries of the premises up to £10,000 in total, unless shown separately in the schedule• items within locked garages, sheds, greenhouses or other domestic outbuildings at the premises up to £10,000 in total, unless shown separately in the schedule• office equipment for your home-business up to £10,000 in total, unless shown separately in the schedule• the contents of refrigerators and freezers in the home up to the limits shown in the contents section

- **personal possessions**
- the **personal possessions** of **your** guests at the **home** up to the limits shown in the **contents** section
- deeds and registered bonds and other personal documents up to the limits shown in the **contents** section
- golf trolleys and buggies up to £5,000 for any one item
- domestic oil in fixed fuel oil tanks or metered water up to the limits shown in the **contents** section
- electric wheelchairs and mobility scooters
- quad bikes as shown in the **schedule**
- pedal cycles up to £1,000 each cycle unless shown separately in the **schedule**
- ride on lawnmowers as shown in the **schedule**
- **collections**
- items in bank/safety deposits as shown in the **schedule**
- students **contents** up to the limits shown in the **contents** section
- the **personal possessions** of **gap year student(s)** up to the limits shown in the **contents** section
- **boarder(s) contents** up to the limits shown in the **contents** section

Contents does NOT include:

- motor vehicles or caravans
- trailers or watercraft or their accessories (except canoes, punts or manually operated rowing boats)
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than as defined under **office equipment**
- any items insured under any other insurance
- any item(s) more specifically defined in this insurance

Credit Cards

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

Domestic Duties

domestic staff working in connection with the running and maintenance of the **home** and/or gardens at the **premises**.

Domestic Staff

any person employed by **you** in connection with **domestic duties** at the **premises**.

Endorsement(s)

a change in the terms and conditions of this insurance.

Excess

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

Fine Art and Antiques	<ul style="list-style-type: none"> • furniture • paintings, drawings and etchings • prints and photographs • porcelain, glass, sculptures and objet d'art • tapestries • carpets and rugs • books and manuscripts • stamp, coin and medal collection • clocks, barometers and mechanical art <p>which are of artistic merit and/or historical value due to their age, style or collectability.</p> <p>but not any item more specifically insured.</p>
Gap Year Student(s)	any member of your family, under the age of 26 who would normally reside at the home but who is away travelling outside of the United Kingdom between university or college term years.
Gold and Silver items	items made of precious metals including gold or silver plated items, but not watches or jewellery .
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 .
Home-business	clerical and/or administration work you or your employees carry out at the home , as long as you do not employ more than two employees for this work. For the avoidance of doubt clerical and/or administration work does not include any kind of manual work or the use of any machinery other than office equipment .
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.
Jewellery	items and/or objects that are worn for personal adornment such as but not limited to bracelets, brooches, rings, necklaces or earrings usually made of precious or semi-precious metals and containing precious or semi-precious stones.
Landslip	downward movement of sloping ground.
Money	<ul style="list-style-type: none"> • current legal tender, cheques, postal and money orders • postage stamps not forming part of a stamp collection • savings stamps and savings certificates, travellers' cheques • premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Occupant	you or persons authorised by you to be in the home .

Office Equipment

furniture, business stock up to £2,500, computers and general **office equipment** belonging to **you** and used in conjunction with **your home-business**.

Office equipment does NOT include:

- loss of magnetism or corruption of **data**
- compensation for **you** not being able to use the computer or any equipment following loss or damage
- equipment more specifically insured by any other insurance
- the cost of reconstituting any lost or damaged **data**
- any business stock above £2,500 or **money** held for business purposes unless shown separately in the **schedule**
- equipment being confiscated or repossessed

Period of Insurance

the length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal Possessions

clothing, baggage and personal property normally worn, used or carried by **you** including:-

- spectacles, contact and corneal lenses
- hearing aids and cochlear implants
- mobile phones and mobile communications
- photographic equipment and accessories
- computer equipment
- sports equipment
- musical instruments for personal use

but not any item more specifically insured.

Premises

the address which is named in the **schedule**.

Schedule

the printed document containing details of **you**, the **premises**, the sums insured, the **period of insurance**, the sections of this policy which apply, the **excess**, the **insurer**, any **endorsement(s)** and any special terms which may apply.

Settlement

downward movement of the site on which **your buildings** stand as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

Solar Panels

photovoltaic modules, panels or systems professionally installed at the **home** for the purpose of generating an electrical supply.

Standard Construction

built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph)
- torrential rain, falling at a rate of at least 25mm an hour
- snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

Subsidence

downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Tenants Improvements	alterations and improvements, including decorations, which have been made to the home by you which are not covered by any other insurance, where you are the tenant and do not own the property or are not legally responsible for insuring the buildings .
Terrorism	any act(s) of any person(s) or organisation(s) involving <ul style="list-style-type: none"> • 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.
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	where there has not been an occupant in the home overnight for 60 consecutive days.
Unfurnished	the home is not furnished with sufficient furniture or furnishings to support modern living.
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.
Watches	a timepiece typically worn on the wrist or attached to a chain and carried in a pocket.
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 .

SECTION ONE - BUILDINGS

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

What is covered

We will provide cover to pay the costs of restoring, repairing or rebuilding the **buildings** or **tenants improvements** up to the sum insured shown in the **schedule** against physical loss or damage occurring during the **period of insurance**, subject to the conditions, exclusions and limitations contained within this policy wording.

Additional covers

We will also provide cover for the following, in addition to the **buildings** sum insured.

Additions, improvements and alterations

We will provide cover for new additions, improvements or alterations to the **buildings** following insured loss or damage, provided **you** notify **us** within 45 days of acquiring the additions, improvements or alterations and pay any additional premium required to increase the **buildings** sum insured accordingly.

But not where there is a contractual requirement for specific insurance to be in place by a contractor or where **you** enter into a contract that limits **your** legal rights against a contractor, unless **we** agree to the contrary and it is shown in the **schedule**.

The most **we** will pay under this section is the amount equal to 30% of the **building** sum insured shown in the **schedule**.

Alternative accommodation and loss of rent

We will provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets while the **home** cannot be lived in as a direct result of insured loss or damage.

This section also extends to provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets if **you** are prohibited from accessing **your home** by a police or local authority due to an incident occurring at a neighbouring property.

We will also provide cover if **you** rent any part of **your home** to tenants for the costs of alternative accommodation substantially the same as their existing accommodation for **your** tenants while the tenanted part of **your home** cannot be lived in as a direct result of insured loss or damage. If **we** do not pay alternative accommodation **we** will pay **you** the amount of rent (including ground rent) which is lost or **you** are unable to recover.

The most **we** will pay under this section is alternative accommodation and loss of rent for a period of 3 years.

Additional expenses

We will provide cover for costs and expenses agreed by **us** that **you** have to pay as a direct result of insured loss or damage to the **buildings**.

- for architects, surveyors, consulting engineers and legal fees
- for removing debris and making the **buildings** safe
- in order to comply with any Government or local authority requirements but not if these requirements were served on **you** before the loss or damage occurred

SECTION ONE - BUILDINGS (continued)

Buildings extended replacement costs

We will provide cover for the increase in the rebuilding costs of **your home** following insured loss or damage where **you** have had a professional survey carried out in the last two years, provided **you** insured the **buildings** in line with their recommended rebuilding cost stated in such survey.

The most **we** will pay under this section is an amount equal to 30% of the **buildings** sum insured shown in the **schedule**.

Closed circuit TV

We will provide cover for the costs of repairing or replacing closed circuit television systems at the **premises** following loss or damage during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

Emergency access

We will provide cover for the costs of repairing the **home** following damage caused by the emergency services in gaining access to the **home**.

The most **we** will pay under this section is £5,000.

Essential adaptations or alterations to the home

We will provide cover towards the necessary costs of altering or adapting the main structure of the **home** following an identifiable, sudden and unforeseen injury to **you** or any member of **your** family who permanently resides at the **home** following an accident occurring at the **premises** or anywhere else in the world or following an injury sustained during a fire or break-in at the **home** all occurring during the **period of insurance**.

But not for any accident sustained while taking part in any extreme sports.

The most **we** will pay under this section is £50,000.

Fatal injury

If **you** or any member of **your** family who permanently resides at the **home** suffers a physical injury as a direct result of fire, lightning, explosion, impact by vehicles or aircraft, **storm**, flood or violence by burglars at the **premises** during the **period of insurance**, and dies within twelve months of sustaining such injury **we** will pay:

- £50,000 for each insured person aged 16 and over, or
- £10,000 for each insured person under the age of 16

The most **we** will pay under this or any other section of this insurance policy is the amounts shown above.

Fire extinguishers

We will provide cover for the costs **you** have to pay for refilling or replacing fire extinguishers, replacing sprinkler heads or refilling sprinkler tanks at the **home** following loss or damage caused by fire or explosion at the **premises** during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

SECTION ONE - BUILDINGS (continued)

Fly tipping

We will provide cover for the costs **you** have to pay for removing illegally dumped items from the **premises** and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by the fly tippers during the **period of insurance**.

The most **we** will pay under this section is £5,000.

House sales

Anyone buying **your home** will have the benefit of the **buildings** section of this insurance policy from the date of exchange of contracts (if the **home** is in Scotland the date **you** accepted the offer of purchase) until the sale of the **home** is completed or the insurance ends, whichever is sooner.

But not the cost of alternative accommodation, essential adaptations or alterations to the **home**, fatal injury or when the **buildings** are insured under any other insurance policy.

Increased water charges

We will provide cover for the cost of increased metered water charges **you** have to pay following an escape of water at the **home** occurring during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

Index linking

We will index link **your buildings** sum insured against inflation, so **your buildings** sum insured will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institute of Charter 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.

Landscaped gardens

We will provide cover for the costs of repairing or restoring the gardens at the **premises** following damage caused by the emergency services or loss or damage caused by fire, lightning, explosion, theft, vandalism, impact by vehicles or aircraft, falling lampposts, falling telegraph pole/pylons or by malicious persons.

The most **we** will pay under this section is the amount equal to 10% of the **building** sum insured shown in the **schedule** but no more than £1,500 for any one shrub, plant or tree.

"Gardens" does not mean woods or forests at the **premises**.

Legal advice service

We will provide **you** with access to a confidential legal advice service for any personal legal problem based on UK law.

The legal advice service is arranged by Financial & Legal Insurance Company Limited. The legal advice service is available 24 hours a day/365 days a year.

To contact the legal advice service please telephone Lexelle Limited on 0114 2493300 and quote **your** policy number which can be found in **your schedule**.

SECTION ONE - BUILDINGS (continued)

Replacement locks

We will provide cover for the costs **you** have to pay for replacing locks or keys at the **home** to external doors, windows, safes, strong rooms and alarms following the loss or theft of **your** keys during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £5,000.

Temporary removal of permanent fixtures

We will provide cover for permanent fixtures removed from the **premises** for restoration or repair or for safekeeping following insured damage occurring during the **period of insurance**.

But not for any fixture which is insured under any other insurance policy or whilst in transit or from any unattended vehicle.

The most **we** will pay under this section is the amount equal to 10% of the **building** sum insured shown in the **schedule**.

Trace and access

We will provide cover for the costs of:

- tracing and accessing the source of water or oil leaking within the **home** from any fixed domestic water or heating installation including internal plumbing and pipes, which is likely to cause or has caused damage to the **buildings** or **contents**
- tracing and accessing the source of water or gas leaking from underground services outside the **home** at the **premises** which **you** are legally liable or responsible for but only when the leak occurred during the **period of insurance**.

The most **we** will pay under this section is the amount equal to 10% of the **building** sum insured shown in the **schedule** but no more than £25,000 in all during the **period of insurance** for leaks outside of the **home** at the **premises** or tracing and accessing the source of leaking oil at the **premises**.

Underground services

We will provide cover for the costs of repairing or replacing septic tanks and underground oil pipes, water supply pipes, sewers, drains and gas pipes which **you** are legally liable for following loss or damage caused by external and visible means from a single identifiable event occurring during the **period of insurance**.

The most **we** will pay under this section is equal 100% of the **building** sum insured shown in the **schedule**.

SECTION ONE - BUILDINGS (continued)

What is not covered

We do not provide cover under the whole of the **buildings** section for the following:

1. Loss or damage caused by:-
 - a) general maintenance, routine decoration, wear and tear, anything that happens gradually, defective materials, faulty workmanship or design, misuse, normal **settlement**, thermal cracking, shrinkage or warping,
 - b) infestation, wet or dry rot, fungus, mould, rust or oxidation,
 - c) mechanical or electrical faults or breakdown,
 - d) dryness, dampness, extremes of temperature or exposure to light unless the loss or damage is caused directly by **storm** or fire,
 - e) alteration, extension, repair or demolition unless **we** have been fully advised of this and accepted to provide cover with additional terms as shown in the **schedule**,
 - f) or contributed to, by or arising from any kind of pollution and/or contamination,
 - g) chewing, tearing, denting, scratching, vomiting or fouling by **your** pets or the pets of **your** guests, tenants or **domestic staff**,
 - h) moths, insects, rats, mice, squirrels, rodents or other vermin.
2. Loss or damage caused by **storm**, flood or weight of snow to fences, hedges, gates (but not driveway gates), trellises, gazebos or pergolas.
3. Loss or damage caused by escape of water from:-
 - a) swimming pools, hot tubs and jacuzzis,
 - b) fixed water tanks, apparatus or pipes while the **home** is **unfurnished** or **unoccupied**.
4. Loss or damage while the **home** is **unfurnished** or **unoccupied**, except in respect of loss or damage caused by fire, lightning, explosion or earthquake.
5. When the **home** is lent, let or sublet, in whole or in part, for loss or damage caused by theft or attempted theft, except where the loss or damage follows forcible and violent entry to or exit from the **home**.
6. Loss or damage caused by trees being cut down or cut back at the **premises**.
7. Loss or damage caused by **subsidence**, **landslip** or **heave** of the site on which the **buildings** stand:-
 - a) to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzis, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **home** is also affected at the same time and by the same event
 - b) caused by coastal or river erosion
 - c) whilst the **buildings** are undergoing any structural repairs, alterations or extensions
 - d) 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) 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) to solid floors unless the walls of the **buildings** are damaged at the same time and by the same event
8. Loss or damage which did not occur during the **period of insurance**.
9. Loss or damage caused by rising ground water levels.
10. Loss or damage to any land drainage pipe or the cost of cleaning any blocked drain, drainage or sewer pipe.
11. Damage to septic tank filters unless due to root infiltration.

SECTION ONE - BUILDINGS (continued)

Settling your buildings claims

This is how **we** deal with **your** claim.

We will pay up to the sum insured shown in the **schedule** for restoring, repairing or rebuilding insured damage to the **buildings** or **tenants improvement** for each incident of loss or damage.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

We will only apply this if **you** are under insured by more than 10%.

When **we** pay **your** claim **we** will deduct the amount of the **excess** as stated in the **schedule**. **We** will not deduct the amount of the **excess** as stated in the **schedule** when **your** claim is for:-

- a) Emergency Access,
- b) Essential Adaptions or Alterations to the **home**,
- c) Fatal Injury,
- d) Fire Extinguishers,
- e) Replacement Locks,
- f) Loss or damage and the total amount payable by **us** to **you**, excluding fees and additional costs, exceeds £5,000, except:-
 - i) where loss or damage is caused by **subsidence**, **heave** or **landslip**, or
 - ii) loss or damage where **we** have expressly applied an increased **excess** for the peril or item which is the subject of **your** claim, as shown in the **schedule**, or
 - iii) where **you** have requested a franchise **excess**, as shown in the **schedule**, or
 - iv) where **you** have requested a voluntary **excess**, as shown in the **schedule**

SECTION TWO - CONTENTS

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

What is covered

We will provide cover to pay the costs of restoring, repairing or replacing the **contents you** have chosen to insure up to the sum insured for each section shown in the **schedule** against physical loss or damage occurring at the **premises** to be insured or anywhere else in the world during the **period of insurance**, subject to the conditions, exclusions and limitations contained within this policy wording.

Additional covers

We will also provide cover for the following, in addition to the **contents** sum insured.

Alternative accommodation, rent you have to pay and loss of rent

We will provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets while the **home** cannot be lived in as a direct result of insured loss or damage, or if **you** rent the **home we** will provide cover for the amount of rent **you** have to pay as a tenant while the **home** cannot be lived in as a direct result of insured loss or damage. **We** will pay for alternative accommodation or rent **you** have to pay but not both at the same time for the same incident of loss or damage.

This section also extends to provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets if **you** are prohibited from accessing **your home** by a police or local authority due to an incident occurring at a neighbouring property.

We will also provide cover if **you** rent any part of **your home** to tenants for the costs of alternative accommodation substantially the same as their existing accommodation for **your** tenants while the tenanted part of **your home** cannot be lived in as a direct result of insured loss or damage. If **we** do not pay alternative accommodation **we** will pay **you** the amount of rent (including ground rent) which is lost or **you** are unable to recover.

The most **we** will pay under this section is the amount equal to 30% of the **contents** sum insured shown in the **schedule**.

Book debts

We will provide cover for amounts owed to **you** which cannot be recovered as a direct result of insured loss or damage to the **office equipment** of **your home-business**.

The most **we** will pay under this section is £5,000.

Closed circuit TV

We will provide cover for the costs of repairing or replacing closed circuit television systems at the **premises** following loss or damage during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

SECTION TWO - CONTENTS (continued)

Computer data

We will provide cover for the costs **you** have to pay for retrieving electronic data from **your** computers following insured loss or damage.

The most **we** will pay under this section is £5,000.

Contents extended replacement costs

We will provide cover for the increase in value of any items insured under the general **contents** section following insured loss or damage where they have been professionally valued in the last two years, provided **you** included such value when **you** insured the general **contents**.

The most **we** will pay under this section is an amount equal to 25% of the general **contents** sum insured shown in the **schedule**.

Contents in storage

We will provide cover for the **contents** while they are temporarily removed from the **home** and stored at a secure storage facility for loss or damage caused by fire, lightning, earthquake, explosion, smoke, **storm**, flood, weight of snow, escape of water, escape of oil, theft or attempted theft, impact by vehicle, animal or aircraft, malicious damage, vandalism, civil disturbance and **terrorism**.

But not for **money**, **credit cards**, a stamp, coin or medal **collection** or when the **contents** are insured under any other insurance policy.

The most **we** will pay under this section is the amount equal to 30% of the **contents** sum insured shown in the **schedule**, unless **we** have agreed to provide cover for a higher amount and this is shown in the **schedule**.

Credit cards

We will provide cover for any amounts which **you** become legally liable to pay as a result of unauthorised use of **your credit cards** following theft or accidental loss anywhere in the world provided **you** notified the police within 24 hours of **you** discovering such theft or accidental loss and **you** have complied with all the conditions under which **your credit cards** were issued to **you**.

But not for unauthorised use of **your credit cards** by any member of **your** family. The most **we** will pay under this section is £30,000.

Death of an artist

We will provide cover for the increase in value for any items under **fine art and antiques** following insured loss or damage if the artist dies during the **period of insurance**.

But only when the insured loss or damage occurs during the **period of insurance** and when **you** can provide written proof from a professional valuer of the items fair market value at the time of the insured loss or damage.

The most **we** will pay under this section is the amount equal to 200% of the **fine art and antiques** sum insured shown in the **schedule**.

Deeds, registered bonds and personal documents

We will provide cover for the costs **you** have to pay for replacing title deeds, registered bonds or other personal documents as a direct result of insured loss or damage.

The most **we** will pay under this section is £10,000.

SECTION TWO - CONTENTS (continued)

Defective title

We will provide cover if it is proved that any item purchased by **you**, which is covered under any of the sections **you** have chosen to insure, is not rightfully **yours** and **you** are required by law to return the item to its rightful owner.

But only when **you** can provide **us** with a written valuation, invoice or receipt from the professional dealer or auction house, issued at the time of **your** purchase, that sold **you** the item and only when **you** notify **us** of a potential claim during the **period of insurance**.

The most **we** will pay under this section is the amount equal to 15% of the **contents** sum insured shown in the **schedule** in all during the **period of insurance**.

Domestic oil

We will provide cover for the cost of domestic oil charges **you** have to pay following an escape of oil at the **home** occurring during the **period of insurance**.

The most **we** will pay under this section is the amount equal to the **contents** sum insured shown in the **schedule**.

Domestic staff contents

We will provide cover for the **contents** belonging to any member of **your domestic staff** who permanently resides at the **home** following insured loss or damage at the **premises**.

But not when the **contents** are insured under any other insurance policy.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one item, pair or set.

Fatal injury

If **you** or any member of **your** family who permanently resides at the **home**, suffers a physical injury as a direct result of fire, lightning, explosion, impact by vehicles or aircraft, **storm**, flood or violence by burglars at the **premises** during the **period of insurance**, and dies within twelve months of sustaining such injury **we** will pay

- £50,000 for each insured person aged 16 and over, or
- £10,000 for each insured person under the age of 16

The most **we** will pay under this or any other section of this insurance policy is the amounts shown above.

Fine art and antiques extended replacement costs

We will provide cover for the increase in value of any specified item insured under the **fine art and antiques** section following insured loss or damage where the specified item has been professionally valued in the last two years, provided **you** insured the item in line with the valuation.

The most **we** will pay under this section is an amount equal to an increase of 150% of the specified items sum insured under **fine art and antiques** shown in the **schedule**.

Fire extinguishers

We will provide cover for the costs **you** have to pay for refilling or replacing fire extinguishers, replacing sprinkler heads or refilling sprinkler tanks at the **home** following loss or damage caused by fire or explosion at the **premises** during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

SECTION TWO - CONTENTS (continued)

Freezer and refrigerator contents

We will provide cover for the costs of replacing **your** food in **your** freezer or refrigerator if it is spoiled due to an accidental failure of the electricity or gas supply at the **home** or it is contaminated by refrigeration fumes. But not for any loss or damage caused by the electricity or gas supply being cut off by the supply company. The most **we** will pay under this section is £5,000.

Gap year student(s) personal possessions

We will provide cover for the **personal possessions** belonging to any **gap year student(s)**. The most **we** will pay under this section is £5,000 but no more than £1,000 for any one item, pair or set.

Garden plants, shrubs and trees

We will provide cover for the costs of replacing plants, shrubs and trees in the garden at the **premises** that **you** own or which **you** are legally liable for as a tenant following damage caused by the emergency services or loss or damage caused by fire, lightning, explosion, theft, vandalism, impact by vehicles or aircraft, falling lampposts, falling telegraph pole/pylons or by malicious persons. But only when the loss or damage occurred during the **period of insurance**.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one plant, shrub or tree.

“Garden” does not mean woods or forests at the **premises**.

Gift purchases

We will provide cover for gifts **you** purchase for weddings, birthdays, religious festivals or other celebrations for one month before and one month after the day of the event.

The most **we** will pay under this section is the amount equal to 25% of the **contents** sum insured shown in the **schedule**, but no more than the single article limits stated in this policy for any one item, pair or set.

Guests personal possessions

We will provide cover for the **personal possessions** of **your** guests and non-resident **domestic staff** while they are in the **home** following insured loss or damage.

But not when the **personal possessions** are insured under any other insurance policy.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one item, pair or set.

Hole in One

We will pay **you** £600 in the event that **you** achieve a hole in one during an official golf competition, provided that when **you** make **your** claim **you** send **us** the signed scorecards and a certificate from **your** club or match secretary.

Increased water charges

We will provide cover for the cost of increased metered water charges **you** have to pay following an escape of water at the **home** occurring during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

Legal advice service

We will provide **you** with access to a confidential legal advice service for any personal legal problem based on UK law.

The legal advice service is arranged by Financial & Legal Insurance Company Limited. The legal advice service is available 24 hours a day/365 days a year.

To contact the legal advice service please telephone Lexelle Limited on 0114 2493300 and quote **your** policy number which can be found in **your schedule**.

SECTION TWO - CONTENTS (continued)

Marquees at the home

We will provide cover for the costs **you** have to pay for restoring, repairing or replacing marquees at the **premises** which **you** have hired and are responsible for following insured loss or damage, subject to the marquee being erected and dismantled by suitably qualified individuals.

But not when the marquee is insured under any other insurance policy or when the period of hire exceeds 7 days.

The most **we** will pay under this section is £30,000.

Money

We will provide cover for theft and accidental loss of **money** anywhere in the world provided **you** notified the police within 24 hours of **you** discovering such theft or accidental loss.

But not for depreciation, confiscation or any shortages due to error or omission.

The most **we** will pay under this section is £7,500 or £10,000 if the **money** was in a locked safe at the **home**.

Nest removal

We will provide cover for the costs **you** have to pay to professional contractors for the tracing and removal of bird, animal and insect nests at the **home**.

The most **we** will pay under this section is £2,500.

New purchases

We will provide cover for new items **you** purchase during the **period of insurance**, but only

- where the items purchased will be covered under any of the sections **you** have already chosen to insure, as shown in the **schedule**,
- where **you** notify **us** of the new items within 30 days of **your** purchase and pay the additional premium required to increase the sum insured for the section(s) the items will be covered under,
- when the items purchased are intended for **your** own use and ownership and not as gifts, items purchased as gifts are covered under the "Gift Purchases" section.

The most **we** will pay under this section is the amount equal to the replacement cost of the items purchased but no more than the single article limits stated in this policy for any one item, pair or set.

Professional removals

We will provide cover for the **contents** while they are being moved to **your** new **home** by professional removal contractors following **accidental damage** and loss or damage caused by fire, lightning, earthquake, explosion, impact by vehicle, animal or aircraft, malicious damage, vandalism, civil disturbance and **terrorism**.

But not for **watches, jewellery, money, credit cards**, a stamp, coin or medal **collection** or for china, porcelain or other brittle items, except when these have been packed for removal by the same professional removal contractors.

The most **we** will pay under this section is the amount equal to the **contents** sum insured shown in the **schedule**.

SECTION TWO - CONTENTS (continued)

Replacement locks

We will provide cover for the costs **you** have to pay for replacing locks or keys at the **home** to external doors, windows, safes, strong rooms and alarms following the loss or theft of **your** keys during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £5,000.

Residential care contents

We will provide cover for the **contents** belonging to **your** parents who are permanently residing in a residential care or nursing home following insured loss or damage.

But not for **fine art and antiques, watches, jewellery** or when the **contents** are insured under any other insurance policy.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one item, pair or set.

Rewards

We will provide cover towards the payment of a reward to any individual or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act at the **premises** which directly resulted in insured loss or damage.

The most **we** will pay under this section is £10,000.

Students contents

We will provide cover for the **contents** belonging to any member of **your** family who permanently resides at the **home** while they are away at university or college or living as a **boarder** at a boarding school following insured loss or damage.

The most **we** will pay under this section is £5,000 but no more than £1,000 for any one item, pair or set.

Underground services

We will provide cover for the costs of repairing or replacing septic tanks and underground oil pipes, water supply pipes, sewers, drains and gas pipes which **you** are legally liable for as a tenant following loss or damage caused by external and visible means from a single identifiable event occurring during the **period of insurance**.

The most **we** will pay under this section is the amount equal to the **contents** sum insured shown in the **schedule**.

Watches and Jewellery extended replacement costs

We will provide cover for the increase in value of any specified item insured under the **watches** and **jewellery** section following insured loss or damage where the specified item has been professionally valued in the last two years, provided **you** insured the item in line with the valuation.

The most **we** will pay under this section is an amount equal to an increase of 200% of the specified items sum insured under **watches** and **jewellery** shown in the **schedule**.

SECTION TWO - CONTENTS (continued)

What is not covered

We do not provide cover under the whole of the **contents** section for the following:

1. Loss or damage caused by:-
 - a) general maintenance, wear and tear, anything that happens gradually, defective materials, faulty workmanship or design, misuse, normal **settlement**, thermal cracking, shrinkage or warping,
 - b) infestation, wet or dry rot, fungus, mould, rust or oxidation,
 - c) mechanical or electrical faults or breakdown,
 - d) dryness, dampness, extremes of temperature or exposure to light unless the loss or damage is caused directly by **storm** or fire,
 - e) cleaning, dyeing, repair, restoration, renovation or any similar process,
 - f) or contributed to, by or arising from any kind of pollution and/or contamination,
 - g) chewing, tearing, denting, scratching, vomiting or fouling by **your** pets or the pets of **your** guests, tenants or **domestic staff**,
 - h) moths, insects, rats, mice, squirrels, rodents or other vermin.
2. Loss or damage caused by escape of water from:-
 - a) swimming pools, hot tubs and jacuzzis,
 - b) fixed water tanks, apparatus or pipes while the **home** is **unfurnished** or **unoccupied**.
3. Loss or damage while the **home** is **unfurnished** or **unoccupied**, except in respect of loss or damage caused by fire, lightning, explosion or earthquake.
4. When the **home** is lent, let or sublet, in whole or in part, for loss or damage caused by theft or attempted theft, except where the loss or damage follows forcible and violent entry to or exit from the **home**.
5. Loss or damage caused by coastal or river erosion.
6. Loss or damage to ride on lawn mowers when they are not in use unless they were stored in a locked building at the **premises** at the time of loss or damage.
7. Damage to sports equipment whilst in use or loss or damage to hearing aids while **you** are in water.
8. Damage to guns caused by rusting or bursting of barrels.
9. Loss or damage to pedal cycles
 - a) while the pedal cycle is used for racing, pacemaking or while it is let out on hire,
 - b) if the pedal cycle is being used other than for private purposes,
 - c) if the **home** is left unattended unless the pedal cycle was securely locked to an immovable object or kept in a securely locked building,
 - d) if the pedal cycle is away from the **home** unless the pedal cycle was securely locked to an immovable object or kept in a securely locked building,
 - e) valued over £1,000 unless shown separately in the **schedule**.
10. Any amount over £10,000 for theft or disappearance from bags or baggage unless such bags or baggage were being carried by **you** and under **your** supervision.
11. Theft or disappearance of items from any vehicle that is left unattended unless the items left unattended were hidden out of view in the vehicles locked glove compartment or locked boot and forcible or violent entry was made to enter the vehicle. The most **we** will pay for theft or disappearance from any vehicle that is left unattended is £5,000.
12. Any amount over £25,000 for theft or disappearance of **watches** or **jewellery** from hotel or motel rooms during **your** absence from such rooms but then only if the items were kept locked in the hotel or motel room safe.
13. Loss or damage caused by theft or attempted theft to **boarder(s) contents**, students **contents** or **gap year student(s) personal possessions** unless forcible and violent entry was made to either enter or exit a locked room or building.
14. Loss caused by **you** not receiving goods or services that **you** have paid for.
15. Loss or damage which did not occur during the **period of insurance**.
16. Loss or damage caused by rising ground water levels.
17. Loss or damage to any land drainage pipe or the cost of cleaning any blocked drain, drainage or sewer pipe.
18. Damage to septic tank filters unless due to root infiltration.

SECTION TWO - CONTENTS (continued)

Settling your contents claims

This is how **we** deal with **your** claim.

Following insured loss or damage **we** will at **our** option decide whether to restore, repair or replace any items which are covered under the **contents** section. **We** may also make a cash settlement based on the replacement costs.

For total loss or destruction of any insured items **we** will pay **you** 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 and **you** have paid or **we** have authorised the cost of replacement.

If **we** restore or repair any item of **fine art and antiques, watches** or **jewellery** **we** will also pay for loss in value. If **we** make a cash settlement the amount will be based on the fair market value of the item on the day of the insured loss or damage.

For all insured loss and damage the most **we** will pay for any one item, pair or set is the amount shown in the **schedule** for individually specified items or the limits stated within this policy wording, unless shown separately in the **schedule**.

We will have the right to take possession, as salvage, of any item where **we** have paid **you** the full sum insured. If **you** recover any item where **we** have paid **your** claim **you** must notify **us** immediately so **we** may take possession of the item concerned.

If **we** recover any item **we** will write to **you** at **your** last known postal address and give **you** the opportunity to buy the item back from **us** within 60 days. **We** will decide whether to charge either:

- a) the fair market value of the item at the time **you** buy it back, or
- b) the total amount **we** paid for **your** claim plus interest, loss adjusting expenses and the cost of recovering the item.

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.

If **you** are under insured, which means the cost of restoring, repairing or replacing the **contents** 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 restoring, repairing or replacing the **contents**, **we** will only pay one half of the cost to restore, repair or replace.

We will only apply this if **you** are under insured by more than 10%.

When **we** pay **your** claim **we** will deduct the amount of the **excess** as stated in the **schedule**.

We will not deduct the amount of the **excess** as stated in the **schedule** when **your** claim is for:-

- a) Fatal Injury,
- b) Fire Extinguishers,
- c) Freezer and Refrigerator contents,
- d) Hole In One,
- e) Nest Removal,
- f) Replacement Locks,
- g) Rewards,
- h) Loss or damage and the total amount payable by **us** to **you**, excluding fees and additional costs, exceeds £5,000, except:-
 - i) loss or damage where **we** have expressly applied an increased **excess** for the peril or item which is the subject of **your** claim, as shown in the **schedule**, or
 - ii) where **you** have requested a franchise **excess**, as shown in the **schedule**, or
 - iii) where **you** have requested a voluntary **excess**, as shown in the **schedule**

SECTION THREE - ADDITIONAL COVERS

PART A - LEGAL LIABILITY TO THE PUBLIC

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.

The most **we** will pay under Part A of this section for any one accident or series of accidents arising out of any one event is £5,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

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

SECTION THREE - ADDITIONAL COVERS
PART A - LEGAL LIABILITY TO THE PUBLIC (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

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

SECTION THREE - ADDITIONAL COVERS

PART B - COURT AWARDS

The following cover applies only if the **schedule** shows that **contents** are insured.

The most **we** will pay under Part B of this section for any one accident or series of accidents arising out of any one event is £2,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will pay for:	We will not pay for:
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none">• Part A (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	

SECTION THREE - ADDITIONAL COVERS

PART C - DEFECTIVE PREMISES ACT

The following cover applies only if the **schedule** shows that **buildings** are insured.

The most **we** will pay under Part C of this section for any one event is £5,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you
<p>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</p>	<ul style="list-style-type: none"> a) for any liability if you are entitled to indemnity under any other insurance b) for the cost of repairing any fault or alleged fault c) for any home previously owned and occupied by you in which you still hold legal title or have an interest d) 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 e) for anything owned by or the legal responsibility of your family f) for injury, death, disease or illness of any of your family (other than your domestic employees who normally live with you) g) for liability arising from any employment, trade, professional or business of any of your family h) for liability accepted by any of your family under any agreement, unless the liability would exist without this agreement i) for liability arising from the Third Party Wall etc. Act 1996

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) or contact the Citizens Advice Bureau.

SECTION THREE - ADDITIONAL COVERS

PART D - ACCIDENTS TO DOMESTIC STAFF

The following cover applies only if the **schedule** shows that **contents** are insured.

The most **we** will pay under Part D of this section for any one accident or series of accidents arising out of any one event is £10,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

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 <ul style="list-style-type: none"> a) from any vehicle b) from any vehicle used for racing, pacemaking or speed testing c) from any communicable disease or condition d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance e) 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

PART E - TENANTS LIABILITY

The following cover applies only if the **schedule** shows that **contents** are insured.

The most **we** will pay under Part E of this section for any one accident or series of accidents arising out of any one event is £2,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

We will indemnify you
for your legal liability for any amounts you become legally liable to pay to the owner of the buildings as a tenant under your tenancy agreement for loss or damage to the buildings caused by an incident which would be covered under the buildings section of this insurance policy, except the cover provided under "Additional Covers"

WHAT IS NOT COVERED

We will not indemnify you
<ul style="list-style-type: none"> a) for the cost of maintenance or normal redecoration. b) for loss or damage while the home is unoccupied or unfurnished. c) under the tenancy agreement where you would not otherwise have been liable had the tenancy agreement not existed.

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) or contact the Citizens Advice Bureau.

GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE - THREE 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**,
- 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 (CCJ), enters into an Individual Voluntary Arrangement (IVA) or is declared personally 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.

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE - THREE 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) **Limited 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 (a) (i) and/or (a) (ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

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) **Contracts (rights of Third Parties) act 1999 clarification clause**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

G) **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.

H) **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.

I) **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.

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.

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. 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

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 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; **or** claims@vasek.co.uk; **or** 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.

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.

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.

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.

You 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**.



Vasek Insurance - 30-34 Hounds Gate, Nottingham,
NG1 7AB, United Kingdom

Tel: 0115 950 5052 Fax: 0115 950 5053

www.vasek.co.uk

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.

All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.