

The MajesTIC

Household Policy



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Helpful and Important Information About Your Insurance

- Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.

- It is your responsibility to look after and regularly maintain your property.

Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.

- Your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
 - tell us about changes which could affect your policy (see opposite)
 - make sure that your sums insured are high enough to cover the property to be insured
 - take reasonable care of your property (see page 5).
- It is your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

The Contract of Insurance and Changes We Need to Know About

The Contract of Insurance

This policy is a contract of insurance between you and us. The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your household insurance policy booklet;
- information contained on your application and/or "Statement of Fact" document as issued by us;
- your schedule;
- any clauses endorsed on your schedule;
- any changes to your household insurance policy contained in notices issued by us at renewal.

In return for your premium, we will provide the cover shown on your schedule on the terms and conditions of this policy booklet during the period of insurance.

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Changes We Need to Know About

Please tell your insurance adviser to let us know if there are any changes to the information set out in the application form and/or Statement of Fact or on your schedule, or any other changes in your circumstances which might affect your insurance, for example, but not limited to:

- the people to be insured;
- the sums insured are not adequate;
- your home is to be left unoccupied for more than 60 days in a row;
- criminal convictions or cautions of the people insured.

If you are in any doubt please contact your insurance adviser.

When we are notified of a change, we will tell your insurance adviser if this affects your insurance, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy. If we are not told about a change it may affect any claim you make.

MajesTIC

Household Policy

Customers with Disabilities

This policy and other associated documentation are also available in Large Print, Audio and Braille. If you require any of these formats, in the first instance, please contact The Insurance Centre, 8 China Street, Lancaster, LA1 1EX or telephone 01524 848506.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by writing to The Insurance Centre, 8 China Street, Lancaster, LA1 1EX, or telephone 01524 848506.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at
www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated in proportion to the period for which you received cover.

To exercise your right to cancel, please contact: The Insurance Centre, 8 China Street, Lancaster, LA1 1EX or Telephone: 01524 848506

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet.

How to claim

If you want to make a claim under this policy, call us on 01524 848506.

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

General Conditions

(which apply to the whole policy)

1. Your duty to take reasonable care not to make a misrepresentation

In arranging your insurance both **we** and the Insurers will ask a number of questions which you are required to answer. Please take reasonable care to answer all the questions honestly, to the best of your knowledge and provide full answers and relevant details. If you do not answer the questions honestly or to the best of your knowledge, then your policy may be cancelled or your claim rejected or not fully paid.

2. **We** will act in good faith in all **our** dealings with you. Equally the payment of claims is dependent on:

Your own observance of the following

- a) taking reasonable steps to safeguard against accident, injury, loss or damage.
- b) notifying **us** as soon as reasonably possible of any change of address of your permanent residence.
- c) advising **us** of any increase in the number of bedrooms in your **Home**.
- d) advising **us** if your **Home** is loaned or let while all members of your **Household** are living elsewhere for more than 30 consecutive days.
- e) reporting in writing to **us** as soon as reasonably possible full details of any incident which may result in a claim under this policy.
- f) forwarding to **us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt.
- g) giving all necessary information and assistance that **we** may require.
- h) not admitting liability or making an offer or promise of payment without **our** written consent.
- i) notifying the police as soon as reasonably possible of
 - the fact that any insured property has been lost outside your **Home**
 - loss or damage caused by theft.
- j) notifying **us** if your **Home** is no longer in a Neighbourhood Watch area and your right to continue to receive a premium discount has ceased.

Your recognition of our right:

- k) to take over and deal with in your name the defence or settlement of any claim.
- l) to take proceedings in your name, but at **our** expense, to recover for our benefit the amount of any payment made under this policy.
- m) to avoid paying any claim which is in any respect fraudulent.
- n) unless stated otherwise, to settle your claim on a proportionate basis if **you** have other insurance covering the same loss, damage or liability.
- o) where **we** have accepted a claim but the amount to be paid is in dispute – to refer the matter to an independent arbitrator acceptable to the parties involved. This does not affect your right to refer also to the Financial Ombudsman Service.

Any other person entitled to claim the benefit of this policy must also observe its terms and conditions.

3. Cancellation

Following the expiry of your statutory cooling-off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated in proportion to the period for which you received cover.

To exercise your right to cancel, please contact The Insurance Centre, 8 China Street, Lancaster, LA1 1EX or telephone 01524 848506.

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy by sending 14 days notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which you have been covered.

If the premium is payable by instalments and payment ceases, The Insurance Centre will give you 14 days notice of cancellation, which will be sent to your last known address.

General Exclusions (which apply to the whole policy)

This policy does not insure any destruction of or loss of or damage to any property or any other loss or any legal liability directly or indirectly caused by, or contributed to, by, or arising from

1. Radioactive contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

2. Sonic bangs

pressure waves caused by aircraft and other aerial devices.

3. Deliberate acts

Any loss or damage deliberately caused by you, or your **Household**, or by any other person lawfully in your **Home**.

4. Pollution or Contamination

pollution or contamination unless caused by:

- i) a sudden and unforeseen and identifiable accident
- ii) leakage of oil from any fixed heating installation within your **Home**.

5. Date Recognition Exclusion

This policy does not insure any destruction of or loss of or damage to any property or any other loss or any legal liability directly or indirectly caused by or contributed to, by or arising from:

- Failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

This shall not exclude any resulting loss or damage otherwise insured by this policy.

6. Data Corruption Exclusion

If this policy includes cover for:

Accidental Damage, Audio and Video Equipment, Business Property, Student Possessions, Personal Possessions, Unspecified Personal Possessions or Specified Personal Possessions, that cover is amended to include the following:

We will not pay for:

- Loss or corruption of computer software or data caused by computer viruses or where no adequate back up copies have been kept.

This Policy does not cover:-

7. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

8. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This paragraph 7. on Terrorism applies only in respect of the Buildings, Contents and Special Possessions sections of this policy.

9. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to **7) War** or **8) Terrorism** above.

Definition of Words

The words defined below have the same meaning wherever they are used in the policy or schedule and are highlighted in the policy by being shown in bold print, e.g. **Buildings**, **Contents** etc.

1. Buildings

The structure of your private residence including:

- outbuildings used for domestic purposes
- fixtures, fittings and decorative finishes
- swimming pools, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths, drives, cess pits and septic tanks.

situated at the address shown in your current schedule.

2. Contents

- a) Household furniture and furnishings, clothing and personal belongings subject to the following limitations:-
 - **Personal Money** up to £500 in total value
 - Films, tapes, cassettes, cartridges or discs, up to their value as unused material or, if purchased pre-recorded, at maker's latest list price
 - Interior decorations only if **you** are liable for them as a tenant
- b) Oil contained in a fixed installation
- c) Metered domestic water
- d) **Homeworking Equipment** up to £7,500 (no one item of greater value than £2,000)

all owned by or the responsibility of members of your **Household** or owned by your domestic staff who live with you.

3. Credit Cards

Any credit card, charge card or cash card belonging to any members of your **Household**, subject to a limit of £1,000 in total value.

4. Excess

The amount which **you** pay for each separate claim and confirmed on the schedule.

5. Home

The structure of your private residence and outbuildings all used for domestic purposes and situated at the address shown in your current schedule. Where more than one **Home** is insured the policy limits apply to each separately.

6. Homeworking equipment

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

7. Household

You, all members of your family and any other persons permanently living in your **Home**.

8. Our/We/Us

Means the insurer detailed on your **Schedule**.

9. Personal Money

Cash, bank or currency notes, bankers' drafts, cheques, postal and money orders, securities or current stamps and travel tickets.

10. Sum Insured

The amount shown on your **Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any clause.

This definition does not include

2.

- Motorised vehicles, aircraft, boats, boards and craft designed to be used on or in the water, caravans and trailers, and the parts, spares and accessories of any of these.
- Any part of the structure of your **Home**.
- Animals.
- Contact lenses.
- Property held for business or professional purposes, other than **Homeworking Equipment**.
- Property owned by your domestic staff which is insured elsewhere.

Household

- Boarders, lodgers or paying guests.

Definition of Words (continued)

10. Unoccupied

When your private residence is not being lived in by anyone with your permission.

11. Unspecified Personal Possessions

Private property owned by members of your **Household**, which is not insured individually.

subject to the following limitations:

- **Personal Money** up to £500 in total

12. Valuables

Articles composed of precious metals or precious stones, jewellery, watches, furs, curios and works of art.

13. Valuation Produced

When an item in the **Schedule** shows 'valuation produced' this means that the amount shown is accepted by you, and by **us**, as being the cost of replacement of the item as at the date of valuation.

14. Motor Vehicle

Any electrically or mechanically powered vehicle including models and toys.

15. Value

The amount of money **you** would have received by selling the article or property immediately prior to the loss or damage occurring.

16. Period of Insurance

The period of time covered by this policy, as shown on your **Schedule**, or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

17. Schedule

The document which gives details of the cover and **Sum insured** limits you have.

This definition does not include

11.

- Buildings, furniture, furnishings, crockery, cutlery, glassware and domestic appliances.
- Motorised vehicles, aircraft, boats, boards and craft designed to be used on or in the water, caravans and trailers, and the parts, spares and accessories of any of these.
- Trees, shrubs, and plants growing in the open.
- Food in your freezer.
- Animals.
- Contact Lenses.
- **Credit Cards**.
- Property held for business or professional purposes.

14.

- Gardening implements, wheel chairs, battery powered mobility buggies, battery powered childrens toys and pedestrian controlled models and toys.

Section 1 Contents

Please look at your current schedule to see if this section is in force.

We will pay:

1. Events insured

Up to the **Amount Insured** for loss of or damage to the **Contents** in your **Home** caused by:

- a) Fire, explosion, lightning, earthquake
- b) Storm or flood
- c) Collision or impact with your private residence or outbuildings involving any:–
 - i) vehicle, train, aircraft or other aerial devices or anything dropped from them
 - ii) animal
- d) Riot, civil commotion, labour and political disturbances
- e) Malicious act

- f) Escape of water or oil from any fixed water or fixed heating installation or washing machine

- g) Theft or attempted theft

- h) Breakage or collapse of any aerial
- i) Falling trees or branches
- j) Subsidence or ground heave of the site on which your **Home** stands, or landslide.

2. Contents temporarily removed

Up to 15% of the **Amount Insured** while your **Contents** are temporarily removed from your Home but still within the British Isles for:

- loss or damage (except by theft or attempted theft) as described in paragraph 1 above
- theft or attempted theft from any:
 - i) bank safe deposit
 - ii) private residence
 - iii) building in which any member of your **Household** is living, (including while attending full time education) employed or carrying on business
 - iv) other building provided violent means are used to gain entry to or exit from such building.

We will not pay for:

1. ● The Excess.

- Loss of or damage to the **Contents** in your **Home** occurring:–
 - b) to trees, shrubs and plants growing in the open.

 - e) while your private residence remains **Unoccupied** for more than 60 consecutive days.
 - f) while your private residence remains **Unoccupied** for more than 60 consecutive days.
 - g) – while any part of your private residence or outbuildings is loaned or let to anyone other than your relatives or personal friends, unless violent means are used to gain entry or exit
 - while your private residence remains **Unoccupied** for more than 60 consecutive days
 - from communal garages or outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force and violence.
 - outside your private residence or any outbuilding in excess of £500.
 - from outbuildings (other than garages) in excess of £2,500
 - j) – as a result of damage to solid floors by the compaction of infill caused by the use of defective materials or faulty workmanship
 - as a result of erosion of the coast or riverbank.
 - as a result of faulty materials, design or poor workmanship.

2. ● The Excess.

Section 1 Contents (continued)

We will pay:

3. Replacement locks

If keys to the locks of:

- a. external doors of the **Home**; or
- b. alarm systems or domestic safes fitted in the **Home**

are accidentally lost or stolen, We will pay the cost of replacing the locks or lock mechanisms.

4. Contents in the open

Up to £1,000 for loss or damage to **Contents** by any cause listed under 1. Events insured (a) to (j) occurring in the open (including any car port) within the boundaries of the land belonging to your **Home**.

5. Alternative accommodation and loss of rent

Up to 20% of the **Amount Insured** for:

- the necessary cost of reasonable alternative accommodation for your **Household**
- the necessary cost of temporary storage of your furniture
- rent which continues to be payable by you
- loss of rent otherwise payable to **you** while your **Home** remains uninhabitable due to damage to the **Buildings** by any cause covered by this section of your policy.

6. Fatal Accident Benefit

£5,000 maximum cash sum if **you** or your spouse or domestic partner, separately or together, die within 3 months of an injury caused in your **Home** by fire or thieves.

7. Legal Liability and Worldwide Personal Liability

(see the important notes below)

- a) Up to £2,000,000, plus costs agreed between **us** in writing which a member of your **Household**, as occupier of your **Home** or in a personal capacity could become legally liable to pay for:
 - injury, illness or disease of any person
 - loss or damage to property which neither belongs to, nor is in the charge of a member of your **Household**
 - loss or damage caused by fire, explosion, lightning, earthquake or escape of water from any fixed water or fixed heating installation to any private residence and/or its **Contents**, temporarily occupied for holiday purposes by a member of your **Household** occurring during the **Period of Insurance**.
- b) Solicitors' fees for:
 - representation at any coroner's inquest or fatal accident enquiry
 - defence in any court of summary jurisdictionarising out of any possible claim.

Important Note

(If you are the owner but not the occupier of the **Home** insured by this policy). Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If you are the owner but not the occupier of the **Building** please remember that **Legal Liability and Worldwide Personal Liability** does not cover your legal liability as the owner of the **Home** and its land. To protect yourself, you will need to arrange buildings insurance which provides **Your Liability as property owner** cover.

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 in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information web site (opsi.gov.uk) or contact the Citizens Advice Bureau.

We will not pay for:

4. ● The Excess.

- Loss or damage occurring after your **Home** has been left **Unoccupied** for more than 60 consecutive days.

5. ● The Excess.

7. ● Compensation or other costs arising from accidents involving the following if owned by or in the charge of a member of your **Household**:
 - **Motor Vehicles** and any trailers attached
 - aircraft, motor boats, yachts or caravans
 - animals which escape from land (other than your **Home**) on which they are usually kept
 - any dog described in Section 1 of the Dangerous Dogs Act
 - property usually kept on land other than your **Home**
- Loss of or damage to property, or injury, illness or disease:
 - arising out of any deliberate act
 - arising out of the employment, business or profession of any member of your **Household**
 - suffered by anyone under a contract of service with a member of your **Household** and arising out of the work they are employed to do
 - arising directly or indirectly from the transmission of any communicable disease or virus by any member of your **Household**
 - suffered by any member of your **Household**.

We will pay:

8. Domestic Staff – your liability as their employer

The following amounts which **you** become legally liable to pay to any person who is in your personal domestic service and is under a contract of service with you:

- up to £1,000,000, plus costs agreed between **us** in writing, for loss of or damage to property
- up to £10,000,000 inclusive of costs for injury, illness or disease.

The cause of the loss, damage, injury, illness or disease must arise during the **Period of Insurance** and result from the work they are employed to do, anywhere within the British Isles or while travelling with **you** on temporary visits overseas.

9. Oil and metered water

Accidental loss of:

- domestic heating oil
- metered water up to £1,000

10. Liability as a tenant

- a) Up to 10% of the **Amount Insured** on **Contents** for damage to your **Home** caused by:
 - storm or flood, escape of oil or water from any fixed water or fixed heating installation or washing machine
 - theft or attempted theft provided violent means are used to enter or leave your **Home**
 - collapse of aerials.
- b) Up to the **Amount Insured** on **Contents** for accidental damage to:
 - service pipes and service cables
 - all fixed glass, baths, bath panels, wash basins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns
 - fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure if you are liable under a tenancy agreement.

11. Food in your Freezer

Up to £1,000 for loss of or damage to the food in your freezer at your **Home** as a result of failure of your freezer due to an inherent defect or failure of the Public Electricity Supply.

12. Credit Cards

Up to £1,000 for financial loss if any **Credit Card** is used without the holder's permission anywhere in the world.

13. Household removal

Up to the **Amount Insured** on **Contents** for loss of or accidental damage to **Contents** while in course of removal by professional removers from your **Home** to any other permanent residence within the British Isles, including storage in a furniture depository for up to 7 consecutive days. This cover commences from the date of removal from your previous residence to the **Home** insured by this policy, provided no other cover is in force elsewhere.

We will not pay for:

8. ● Loss of or damage to property, or injury, illness or disease arising out of your business or profession.
 - Compensation or other costs arising from accidents involving **Motor Vehicles** and any trailers attached.

(Most of these responsibilities can be insured separately by other policies or sections of this policy).

9. ● **The Excess.**

10. ● **The Excess.**

- b) ● Damage resulting from corrosion or normal wear, or anything that happens gradually.

11. ● **The Excess.**

- Loss or damage caused by the deliberate act of any Electricity Authority.
- Food held for business purposes.
- Any loss that is not the direct result of the insured incident itself.
- Loss or damage occurring while your private residence remains **Unoccupied** for more than 60 consecutive days.

12. ● **The Excess.**

Loss if the **Credit Card** conditions have not been complied with.

13. ● **The Excess.**

Section 1 Contents (continued)

We will pay:

14. Unspecified Personal Possessions

Up to the **Amount Insured** on **Contents** for accidental loss or damage to your **Unspecified Personal Possessions** anywhere in the world with a limit payable of £2,000 for any one article, other than for pedal cycles where the limit is £1,000 and mobile phones where the limit is £500.

15. Wedding Gifts

The sum insured under the **Contents** section is automatically increased by £3,000 during the 30 days before and after the wedding day of any member of your **Household** to cover wedding gifts.

16. Religious festivals

We will increase the sum insured under the **Contents** section by £3,000 during any month in which any member of your **Household** celebrates a religious festival to cover gifts and food bought for the occasion.

We will not pay for:

14. ● The Excess.

- Loss or damage caused:
 - by washing, cleaning, dyeing, alteration, restoration, repair, maintenance, moth, vermin or frost
 - by confiscation or detention by Custom or other officials
 - to musical instruments while in transit, unless they are packed in a suitable container.
- In respect of pedal cycles only:
 - loss or damage while being used for track racing or business purposes
 - theft while away from your **Home** unless in a building or securely locked to an immovable object
 - loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.
- Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £2,000. If elsewhere in the vehicle the maximum amount payable in respect of any occurrence shall not exceed £1000.
- Loss or damage caused:
 - to films, tapes, cassettes, cartridges or discs other than for their values as unused material, unless purchased pre-recorded, when **we** will pay up to the maker's latest list price.
 - by wear and depreciation mechanical or electrical defect.
- Accidental damage occurring in your **Home** while it is loaned or let in total or in part to anyone other than your relatives or personal friends.
- Accidental damage arising from anything that happens gradually.
- Theft from your **Home** while any part of your private residence or outbuildings is loaned or let to anyone other than your relatives or personal friends unless violent means are used to gain entry or exit
- Loss or damage in your **Home** whilst it remains Unoccupied for more than 60 consecutive days.

Section 1.1 Accidental Damage

Please look at your current schedule to see if this section is in force.

We will pay:

Up to the **Amount Insured** on **Contents** for all accidental damage to the **Contents** including the replacement cost of breakage of mirrors, glass tops and fixed glass in furniture in your **Home**.

Settling Claims

At our option we will settle your claim by replacement, reinstatement, repair or payment.

Where we are able to replace property, payment will be limited to the cost of replacement by or preferred supplier.

When we settle a claim for loss or damage we will not deduct any amount for wear, tear and depreciation except for property not belonging to you or your domestic employees unless you or they are legally responsible for the cost of replacement as new under the terms of an agreement.

We will not reduce the **Sum Insured** by the amount paid under any claim.

Contents Claims

The total amount payable by us in respect of loss or damage arising out of one occurrence will not exceed the **Sum Insured**.

For **Valuables**:

- the total amount we will pay is £20,000.

Pairs, Sets and Suites

We will pay for the cost of any undamaged items of **Contents** forming part of a pair, set, suite or other article of a uniform nature or design when insured damage occurs to a specific part or within a clearly identifiable area, replacements cannot be matched and repair cannot be carried out satisfactorily.

The maximum amount payable:

- for **Contents** (other than valuables) is the **Sum Insured** shown on **Schedule**
- for valuables is the Single Article Limit shown on the **Schedule**, except for valuables specified under the **Contents** section where the maximum is the sum insured shown against each item.

On request any undamaged part(s) of the pair, set or suite or other article must be surrendered to Us.

We will not pay for:

- **The Excess.**
- Damage occurring while your **Home** remains **Unoccupied** for more than 60 days
- Damage caused by:
 - chewing, scratching, tearing or fouling by your domestic pets
 - washing, cleaning or dyeing
 - alterations, restoration, repair or maintenance
 - moths or vermin
 - frost
 - anything that happens gradually
- Damage to films, tapes, records, cassettes, cartridges or discs
- Any damage which **We** specifically state elsewhere in Section 1 that **We** will not pay for
- Wear and depreciation, mechanical or electrical defect
- Any set out in the General Exclusions on page 6

Section 2 Buildings

Please look at your current schedule to see if this section is in force.

Your policy does not cover wear and tear. Please refer to Page 2 "Helpful and Important Information about Your Insurance" for more information.

We will pay:

1. Events insured

Up to the **Sum Insured** on **Buildings** for loss of or damage to your **Buildings** caused by:

- a) Fire, explosion, lightning, earthquake
- b) Storm or flood
- c) Collision or impact involving any:–
 - i) vehicle, train, aircraft or other aerial devices or anything dropped from them
 - ii) animal
- d) Riot, civil commotion, labour and political disturbances
- e) Malicious act

- f) Escape of water from any fixed water or fixed heating installation or washing machine
- g) Escape of oil from any fixed heating installation
- h) Theft or attempted theft
- i) Breakage or collapse of any aerial
- j) Falling trees or branches.

2. Subsidence

Up to the **Sum Insured** on **Buildings** for loss of or damage to your **Buildings** caused by subsidence or ground heave of the site on which your **Buildings** stand or landslip.

3. Buildings fees and costs

For fees, clearance and shoring up costs, incurred with **our** prior consent, following loss or damage insured by this section, provided such fees together with the amount payable under paragraphs 1, 2, 4 and 5 of this section, do not exceed the **Sum Insured** on **Buildings**.

4. Alternative accommodation and loss of rent

Up to 20% of the **Sum Insured** on **Buildings** for:

- the necessary cost of reasonable alternative accommodation for your **Household**
- rent which continues to be payable by **you**
- loss of rent otherwise payable to you

while your **Home** remains uninhabitable due to damage to the **Buildings** by any cause covered by this section of your policy.

We will not pay for:

1. ● The Excess.

- Loss or damage occurring:–

b) to hedges, fences or gates

e) while your private residence remains **Unoccupied** for more than 60 consecutive days

f) while your private residence remains **Unoccupied** for more than 60 consecutive days

h) – while your private residence remains **Unoccupied** for more than 60 consecutive days
– while any part of your **Buildings** is loaned or let to anyone other than your relatives or personal friends unless violent means are used to gain entry or exit.

2. ● The first £1,000 of each loss or damage.

- Loss of or damage:–
 - to swimming pools, patios, terraces, hedges, garden walls, fences, terraces, hedges, fences, gates, drives, cess pits and septic tanks unless damaged at the same time as your private residence which forms part of the **Buildings**
 - to solid floors by the compaction of infill caused by the use of defective materials or faulty workmanship
 - caused by erosion of the coast or riverbank
 - if you knew when this policy started that any part of your **Buildings** had already been damaged by subsidence, heave or landslip, unless you told **Us** about this and **We** accepted it
 - caused by faulty materials, design or poor workmanship.

3. ● The Excess.

- Fees charged for the preparation of any claim.

4. ● The Excess.

We will pay:**5. Your liability as property owner**

(see the important note below)

- a) Up to £2,000,000, plus costs agreed between **us** in writing, which you, as owner of the **Buildings** could become legally liable to pay for:
- injury, illness or disease of any person
 - loss of or damage to property which neither belongs to nor is in the care of a member of your **Household** occurring during the **Period of Insurance**.
- b) Up to £2,000,000, which you, as the former owner or lessee of any private residence, become legally liable to pay for injury or damage to the property of others, arising from a defect in the premises. If the **Buildings** section of your policy is cancelled, this part of your liability cover will continue to operate.
- c) Solicitors' fees for:
- representation at any coroner's inquest or fatal accident enquiry
 - defence in any court of summary jurisdiction

arising out of any possible claim.

Important Note

If you are the owner and occupier of the **Home** insured by this policy. Accidents that happen in the buildings or on land are nearly always the legal responsibility of the occupier (the person who lives in the **Building** or on the land) rather than the owner. If you are the owner and the occupier of the buildings, please remember that this buildings insurance does not cover your legal liability as the occupier of the **Home** or its land. To protect yourself, you will need to arrange contents insurance which provides **Legal Liability and Worldwide Personal Liability** cover.

6. Sale of Buildings

Up to the Sum Insured on **Buildings** to any purchaser of your **Buildings**, for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts or conclusion of missives and completion date and provided the **Buildings** are not otherwise insured by the purchaser or on his behalf.

7. Tracing and accessing leaks

In the event of damage to the **Buildings** caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **Home**, **we** will pay the reasonable costs, up to £5,000 for removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak.

8. Garden Cover

If your garden is damaged by:

- (a) fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- (b) collision by vehicles, animals or aircraft or anything dropped from them

We will pay the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

We will not pay for:

5. a) & b) ● Loss of or damage to property or injury, illness or disease:
- arising out of any deliberate act
 - arising out of the employment, profession or business of any member of your **Household**
 - suffered by anyone under a contract of service with a member of your **Household** and arising out of the work they are employed to do
 - suffered by any member of your **Household**.
- b) ● Loss of or damage to property or injury, illness or disease insured under
- any other policy, or
 - any subsequent policy if this section has been cancelled.

6. ● The Excess.**7. ● The Excess.**

Section 2.1 Accidental Damage

Please look at your current schedule to see if this section is in force.

We will pay:

Up to the **Sum Insured** on **Buildings** for all other accidental damage to the **Buildings** including damage to fixed sanitaryware, fixed glass and ceramic hobs, service pipes and cables for which **You** are responsible and service your **Buildings** and fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure.

We will not pay for:

- **The Excess.**
- Damage occurring while your **Home** remains **Unoccupied** for more than 60 days
- Damage which **You** are not legally liable to repair
- Damage resulting from corrosion, wear or depreciation, mechanical or electrical defect
- Cost of maintenance or normal redecoration
- Damage caused by:
 - faulty workmanship, defective design or use of defective materials
 - chewing, scratching, tearing or fouling by your domestic pets
 - insects, vermin, fungus or wet or dry rot
 - vibration or normal settlement or shrinkage
 - frost
 - anything that happens gradually
 - any building work comprising alterations, renovations, additions and repairs to the **Building**
- Loss or damage which is already included or excluded elsewhere in Section 2
- Any set out in the General Exclusions on page 6

Basis of Claims settlement

We will pay the cost of repair following partial damage or replacement as new following total loss or destruction, subject to the repairs or replacement being carried out. The **Sum Insured** on **Buildings** must represent the full rebuilding costs including an amount for demolition costs and architects' and surveyors fees at the time of the loss or damage. If it does not, then settlement will be made on the following basis:

The maximum amount payable for **Buildings** is the **Sum Insured** shown on the **Schedule**. **We** will only settle claims after deduction for any wear and tear or depreciation. **We** will not pay more than the **Sum Insured** for any claim.

If **We** have worked out the **Sum Insured** shown on Your **Schedule** based on the details **You** have given, and **We** find that this figure is too low, **We** will increase Your **Sum Insured** and **You** may have to pay an extra premium.

Buildings pairs, sets and suites

We will pay for the cost of any undamaged items forming part of a pair, set, suite or other item of a uniform nature or design, when:

- insured damage happens to a specific part or within a clearly identifiable area;
- replacements cannot be matched and;
- repair cannot be carried out satisfactorily.

If **We** ask, you must give **Us** any undamaged parts of the pair, set, suite or other item.

Section 3 Special Possessions

Please look at your current schedule to see if this section is in force. The insurance under this section applies anywhere in the world unless specifically stated otherwise.

We will pay:

Items Specified Individually

Up to the **Sum Insured** for each item for accidental loss or damage.

We will not pay for:

- **The Incident Excess.**
- Loss or damage caused:
 - by washing, cleaning, dyeing, alteration, restoration, repair, maintenance, moth, vermin or frost
 - by confiscation or detention by Custom or other officials
 - to musical instruments while in transit, unless they are packed in a suitable container
 - to films, tapes, cassettes, cartridges or discs other than for their value as unused material, unless purchased pre-recorded, when **we** will pay up to the maker's latest list price.
- Wear and depreciation, mechanical or electrical defect.
- Accidental damage:
 - occurring in your **Home** while it is loaned or let in total or in part to anyone other than your relatives or personal friends
 - arising from anything that happens gradually.
- Theft from your **Home** while any part of your private residence or outbuildings is loaned or let to anyone other than your relatives or personal friends unless violent means are used to gain entry or exit.
- Loss or damage in your **Home** whilst it remains **Unoccupied** for more than 60 consecutive days.

Basis of Claims settlement

Repair

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of repair of each item that is partially damaged or, at **our** option, **we** will arrange for the repair of any such item.

Subject to the overall limits shown above, **we** will not pay more for the repair of an item than the cost of replacing it as new.

If a damaged item can be repaired but the repair is not carried out, **we** will pay the reduction in the **Value** of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

Replacement

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of replacement as new of each item that is totally lost or damaged beyond repair or, at **our** option, **we** will arrange to replace any such item. If an item has been totally lost or damaged beyond repair and is not replaced, **we** will pay the **Value** of that item at the time of the loss or damage.

NOTE: The **Sum Insured** will NOT be reinstated automatically for any item specified individually (other than **Personal Money**) which has been totally lost or damaged beyond repair. If further insurance is required for replacement items, **you** must advise us accordingly.

Index Linking – protection against inflation

Your **Sum Insured** for each item shown on your Special Possessions **Schedule** will be adjusted monthly by the latest percentage change in the Consumer Durables Section of the Government's Retail Price Index or other appropriate index. No additional premium during the current **period of insurance** will be required for this adjustment.

At each renewal the Premium will be recalculated on your new **Sum Insured** and will be shown on your renewal invitation.

Section 4 Homeworking

This cover only applies if you have selected it and it is shown in your schedule.

We will pay for:

- loss or damage to samples and stock up to £1,000 whilst in the private residence
- Home Working equipment whilst removed from the **Home** subject to the terms, conditions and exclusions of item 14 of section 1 Contents – Unspecified personal Possessions, up to an amount not exceeding £2,500 except that in respect of Homeworking equipment left unattended, theft cover only applies while items are in a locked room or concealed luggage boot, concealed luggage compartment or glove compartment in a securely locked vehicle.

The indemnity granted by Legal Liability, Personal Liability and Domestic Staff – your liability as the employer under the Contents section and, if applicable, your Liability as property owner under the Buildings section shall also apply in respect of :

- Clerical activities carried out in the **Home** by you or your business employees
- Anyone visiting the **Home** in connection with your trade, business or profession.

We will not pay for:

The £100 Excess

For claims for bodily injury, disease, sickness, loss or damage caused by or attributable to articles, commodities, service or advice of any description sold or supplied by you or your business employees or to any treatment administered or operation performed or diagnosis made by you or your business employees.

Cover in respect of Domestic Staff – your liability as their employer, applies in respect of receptionists and clerical staff employed by you.

Section 5 Home and Garden Cover

This cover only applies if you have selected it and it is shown in your schedule.

We will pay for:

Garden cover

If your garden is damaged by:

- a. fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- b. collision by vehicles, animals or aircraft or anything dropped from them

We will pay the cost of re-landscaping up to £2500 but not more than £250 for any one tree, shrub or plant

Buildings pairs, sets and suites

We will pay for the cost of any undamaged items forming part of a pair, set, suite or other item of a uniform nature or design when:

- Insured damage happens to a specific part or within a clearly identifiable area:
- Replacements cannot be matched and
- Repair cannot be carried out satisfactorily

If **We** ask, **You** must give **Us** any undamaged parts of the pair, set, suite or other item

We will not pay for:

Helpline

24 Hour Domestic Assistance Helpline

We have selected domestic emergency experts, DAS in the UK to provide **You** with this valuable service available 24 hours a day, 365 days a year.

Household Helpline and Legal Advice

Telephone: 0117 927 1820 Reference: HL4719443.

Available to **You** or your **Home** occupier to arrange for assistance or repairs as a result of any domestic emergency.

For example:

- Damage to the roof of your **Home** by storm.
- Escape of water from water or central heating systems in your **Home**.
- Blocked drains.
- Failure of the electrical or gas supply systems within your **Home**.
- **Your Home** becoming insecure as a result of loss of keys or damage to your windows or doors.

You are responsible for any fees incurred by the use of the repairers arranged. If the damage is covered by your **Home** Insurance, then **You** should still submit a claim in the usual manner.

Check your schedule to see if this applies to you

MINIMUM STANDARD OF PROTECTION ENDORSEMENT

Applicable to Sections 1 (**Contents**), 2 (**Buildings**) and 3 (**Special Possessions**)

We will not pay for loss or damage by Theft, Attempted Theft or Malicious Act consequent upon Theft, occurring at your **Home**:-

- i) **AT ANY TIME** when your **Home** is left without a responsible person **UNLESS** the external doors and windows are securely closed and the Protections described in paragraphs a) to c) below are in full and effective use
- ii) **EACH NIGHT** after the occupants have retired to bed **UNLESS** the external doors and windows are securely closed, other than in occupied rooms, and the Protections described in paragraphs a) to c) below are in full and effective use.

Protections

- a) A deadlock fitted to the **FRONT** or **FINAL EXIT DOOR**
- b) a lock as described in a) above or key operated bolts fitted top and bottom to each of the **OTHER EXTERNAL DOORS** including Patio Doors
- c) Key operated window locks fitted to all opening
 - i) **WINDOWS** and **FANLIGHTS** at basement and ground floor level
 - ii) **WINDOWS** and **FANLIGHTS** above ground floor level which are accessible*
 - iii) **SKYLIGHTS** which are accessible*.

***By accessible we mean:**

Those windows, fanlights and skylights where entry can be attempted from the outside by a person of normal physical ability without the need to bring anything to the site or to use any ladder, stepladder or scaffolding found on the site in order to do so.

