



ANDREW COPELAND INSURANCE

ANDREW COPELAND HOME

Home Insurance Policy

INDEX

Thank you for choosing Andrew Copeland (Insurance Consultants) Limited for your insurance. If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

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THE CONTRACT OF INSURANCE

The policy, the schedule and any endorsements form a legally binding contract of insurance between you and us and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

In deciding to accept this insurance and in setting the terms, we have relied on the information you have given us in your proposal or statement of fact. You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

Please check that the contract is suitable for your needs.

If you are not satisfied with the cover provided by this insurance, please return the documents to your insurance adviser within 14 days of receiving them. As long as you have not made a claim, we will return any premium you have paid.

This contract is written in English and all communications about it will be in English. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Financial Services Compensation Scheme

HCC International Insurance Company plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if HCC International Insurance Company plc is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Several Liability Notice

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

This insurance is underwritten by HCC International Insurance Company plc, trading as Tokio Marine HCC, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This policy has been arranged by Andrew Copeland (Insurance Consultants) Limited.

Signed for and on behalf of
ANDREW COPELAND (INSURANCE CONSULTANTS) LIMITED



PETER J ANSON

DEFINITIONS

The following words or phrases in bold have the same meaning whenever they appear in this document, schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Bodily Injury

Physical injury including accidental death, disease or illness

Building(s)

Your home and its permanent fixtures and fittings, used for domestic purposes, including central heating fuel tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas, terraces, patios, drives, paths, walls, fences and gates.

Your home (unless we describe it differently on the schedule) must be built of brick, stone or concrete and roofed with slates, tiles, concrete or felt. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

Business equipment

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers and telecommunications equipment in **your home** (other than equipment belonging to **your** employer).

Contents

Household goods, furniture, carpets, **personal belongings** and clothing in **your home**, belonging to **you** or for which **you** are legally responsible including:

- **money** up to £500 in total;
- stamp, coin, medals or other collections up to £5,000 in total;
- guests' clothing and **personal belongings** up to £1,000 in total;
- **valuables**:
 - up to 30% of the **contents** sum insured, unless a different amount is shown in the schedule
 - up to £3,000 for any one item, pair or set unless a different amount is shown in the schedule;
- free-standing hot tubs, jacuzzis and spas;
- radio or television aerials, satellite receivers and masts fixed to or in the **home**;
- **business equipment** up to £5,000 in total;
- pedal cycles up to £1,000 in total.

Contents do not include:

- any property which is more specifically insured by this or any other insurance;
- any living creature;
- deeds and documents of any kind;
- motor vehicles, electrically-, mechanically- or power-assisted vehicles (other than domestic gardening equipment or wheelchairs), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **business equipment**;
- any part of the **buildings**, except improvements and decoration in the **home** for which **you** are legally responsible under a tenancy agreement.

Downloaded electronic information

Non-recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate worldwide website, which **you** or a member of **your family** have bought and hold a valid receipt for.

Family

You, your domestic partner, children (including adopted and foster children), parents and other relatives who normally live with **you**.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

DEFINITIONS (continued)

Home

The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

Landslip

Downward movement of sloping ground.

Money

Personal money held for private purposes including:

- cash, cheques, traveller's cheques;
- premium bonds and National Saving stamps and certificates;
- postal or money orders and unused current postage stamps;
- gas, electricity, television licence or other service payment stamps;
- gift vouchers or tokens, luncheon vouchers;
- travel tickets and season tickets;
- phonecards or mobile phone top-up vouchers.

Occupant

You or a member of **your family** or a person authorised by **you** living in the **home**.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal belongings

Articles which **you** normally wear or carry with **you**.

Personal belongings do not include:

- tools or instruments used or held for business, profession or trade purposes;
- **valuables**;
- **money** and credit cards;
- pedal cycles;
- motor vehicles, electrically-, mechanically- or power assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items;
- any property which is more specifically insured by this or other insurance.

Settlement

Downward movement as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the **building**.

Unfurnished

Without enough furniture and furnishings for normal living purposes.

United Kingdom

England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where **your home** has been left without an **occupant** for more than 30 days in a row.

Valuables

Jewellery, watches, furs, articles made of gold, silver and other precious metals, gemstones, photographic equipment, pictures and other works of art, guns.

DEFINITIONS (continued)

We, us, our

The insurer named on the schedule, which is HCC International Insurance Company plc who have insured **you** under this contract.

You, your

The person or people named on the schedule as the insured.

For the purpose of Sections one to three only, this definition is extended to include **your family**.

SECTION ONE: BUILDINGS

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to the **buildings** during the **period of insurance** caused by the following:

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.

- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp-posts including the reasonable cost of removing fallen trees or branches if the **buildings** have been damaged at the same time.
- 10 Theft or attempted theft.

- 11 Malicious acts or vandalism.

What is not covered

The first £100 of every claim except for Insured events 13 and 14, unless stated otherwise in the policy schedule.

- Scorching, singeing and melting.

- Loss or damage caused by pets.
- Loss or damage caused to:
 - paths or drives by the weight of any vehicle;
 - roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.

- Loss or damage:
 - to fences and gates;
 - caused by cutting down or trimming trees or branches.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **home** is **unfurnished** or **unoccupied**;
 - while the **home** is lent, let, sublet or shared, unless there has been forced and violent entry into or exit out of the **home**.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **home** is **unfurnished** or **unoccupied**.

SECTION ONE: BUILDINGS (Continued)

What is covered

- 12 Flood.
- 13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.
- 14 **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

What is not covered

- Loss or damage caused by:
 - frost;
 - **subsidence, heave** or **landslip**;
 - rising ground water levels.
- Loss or damage to fences and gates.
- The first £250 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
 - **subsidence, heave** or **landslip**;
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Loss or damage:
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- The first £1,000 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
 - coastal or river erosion;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal **settlement**, shrinkage or expansion;
 - the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.

SECTION ONE: BUILDINGS (Continued)

What is covered

14 **Subsidence or heave** of the site on which the **buildings** stand, or **landslip**.
(continued)

15 Storm.

What is not covered

- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;
 - the **buildings**, if compensation is provided by law, the National House Building Council Scheme or any other similar guarantee.
- Loss or damage caused by:
 - frost;
 - **subsidence, heave or landslip**;
 - rising ground water levels.
- Loss or damage to:
 - fences and gates;
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following:

What is covered

1 Accidental breakage

Accidental breakage of:

- fixed glass forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- fixed sanitary fittings;
- ceramic glass in cooker hobs of built-in units;
- fixed solar panels forming part of the **buildings**.

2 Loss of rent or costs for alternative accommodation

a) While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:

- rent **you** would have received from an existing tenant if the **home** could have been lived in; or
- the cost of similar alternative accommodation for **you, your family** and **your** pets including the cost of temporary storage for **your** furniture.

b) If, as a direct result of damage caused to a neighbouring property, **you** are refused access to the **home**, which **you** are living in, **we** will pay one of the following for up to two weeks:

- the reasonable cost of alternative accommodation for **you, your family** and **your** pets; or
- the rent **you** have to pay.

We will only pay if the damage caused to the neighbouring property would have been covered by an event insured under this section.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

- Any amount over 20% of the sum insured under this section, for any one claim.

- Any amount over 20% of the sum insured under this section, for any one claim.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (Continued)

What is covered

3 Selling your home

If you sell the **home**, from the date you exchange contracts, we will give the buyer the benefit of cover under Section one: Buildings, until the sale is completed, as long as this is within the **period of insurance**.

4 Emergency access

Loss or damage to the **buildings** caused by a member of the emergency services breaking into the **home**:

- to rescue **you**, a member of **your family**, a guest, a tenant or an employee;
- to deal with a medical emergency; or
- to prevent damage to the **home**.

5 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under Section one: Buildings, we will pay the following:

- the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**;
- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

What is not covered

- Any claim for loss or damage to the **buildings** if the buyer is insured under any other insurance.
- Any amount over 20% of the sum insured under this section, for any one claim.
- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;
 - for making the site stable.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (Continued)

What is covered

6 Accidental damage to underground cables, pipes and tanks

Accidental damage to underground cables, pipes and tanks serving the **home** for which **you** are legally responsible.

7 Metered water

Accidental leakage of metered water caused by an event insured under Section one: Buildings.

Up to £1,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

You may only claim this benefit under one section of this document.

8 Tracing and accessing leaks

If the **buildings** are damaged by water escaping from tanks, pipes, or fixed heating systems in the **home**, **we** will pay the cost of removing and replacing any other part of the **buildings** necessary to find and repair the source of the leak and making good.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- Loss or damage caused by **subsidence** or **heave** of the land, or **landslip**.
- Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.
- Delamination of pitch fibre pipes (separation of the layers).

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £5,000 for any one claim.

ACCIDENTAL DAMAGE TO BUILDINGS

The schedule will show if this cover applies.

What is covered

Accidental damage to the buildings.

What is not covered

- The first £150 of every claim unless stated otherwise in the policy schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the **buildings**;
 - faulty workmanship, design or materials; or
 - any water seeping into the **home**.
- Damage to domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
- Damage that happens while the **home** is being demolished or having repairs or alterations carried out to the structure.
- Damage while the **home** is **unfurnished** or **unoccupied**.
- Damage or any proportion of damage which **we** specifically exclude elsewhere in this document.

SETTLING CLAIMS

We will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to rebuild the **buildings**;
- the repair or rebuilding is carried out without delay after **we** give **our** approval (other than emergency repairs, which should be carried out as soon as possible); and
- the **buildings** were in a good state of repair and properly maintained.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **home** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section one: Buildings is the sum insured shown on the schedule and adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 5 (Building fees and the cost of removing debris) in Section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion. For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding the **buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured for **buildings**.

Index linking

The sum insured for **buildings** will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

PROPERTY OWNERS LIABILITY

For the purpose of this section, **bodily injury** will include death and disease.

What is covered

Liability as the owner of your present home

We will insure **your** liability as owner to pay for accidents happening in and around the **home** during the **period of insurance**. We will provide this cover if the accident results in:

- **bodily injury** to any person other than **you**, or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses we have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

You are not covered for liability arising:

- as occupier of the **buildings**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- from owning or occupying any land or buildings other than the **home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- from any infectious disease or condition;
- from **you** owning or using any:
 - power-operated lift other than stairlifts
 - electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)
 - aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes)
 - caravans or trailers
 - animals other than **your** pets
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking).

PROPERTY OWNERS LIABILITY (continued)

What is covered

Liability as the owner of your previous homes

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous home which **you** occupied, for accidents happening in and around that home which result in:

- **bodily injury** to any person other than **you** or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will **not** pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

Liability arising:

- from an incident which happens over seven years after this insurance ends or the home was sold;
- from any cause for which **you** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault;
- where a more recent insurance covers the liability.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

SECTION TWO: CONTENTS

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to the **contents** while in the **home** during the **period of insurance** caused by the following:

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp-posts.
- 10 Theft or attempted theft.

- 11 Malicious acts or vandalism.

What is not covered

The first £100 of every claim except for Insured event 13, unless stated otherwise in the policy schedule.

- Scorching, singeing and melting.

- Loss or damage caused by pets.

- Loss or damage caused by cutting down or trimming trees or branches.

- Any amount over £5,000 for loss or damage from any garage or outbuilding for any one claim.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **home** is **unfurnished** or **unoccupied**,
 - while the **home** is lent, let, sublet, or shared, unless there has been forced and violent entry into or exit out of the **home**;
 - to **valuables** or **money** in any garage or outbuilding.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **home** is **unfurnished** or **unoccupied**.

SECTION TWO: CONTENTS (continued)

What is covered

- 12 Flood.
- 13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.
- 14 **Subsidence or heave** of the site on which the **buildings** stand, or **landslip**.
- 15 Storm.

What is not covered

- Loss or damage caused by:
 - frost;
 - rising ground water levels.
- Loss or damage to **contents** outside the **home**.
- The first £250 of every claim unless stated otherwise in the policy schedule.
- The cost of the water or oil.
- Loss or damage caused by:
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - water escaping from guttering, rainwater downpipes, roof valleys and gullies.
- Loss or damage:
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - coastal or river erosion;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal **settlement**, shrinkage or expansion;
 - solid floor slabs moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause.
- Loss or damage:
 - caused by frost;
 - to **contents** outside the **home**.

EXTRA BENEFITS INCLUDED WITH CONTENTS

We will also cover the following.

What is covered

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs;
- mirrors.

2 Loss of rent or costs for alternative accommodation

a) While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:

- the amount of rent **you** still have to pay, or would have received from an existing tenant; or
- the cost of similar alternative accommodation for **you, your family** and **your** pets including the cost of temporary storage for **your** furniture.

b) If, as a direct result of damage caused to a neighbouring property, **you** are refused access to the **home**, which **you** are living in, **we** will pay one of the following for up to two weeks:

- the reasonable cost of alternative accommodation for **you, your family** and **your** pets; or
- the rent **you** have to pay.

We will only pay if the damage caused to the neighbouring property would have been covered by an event insured under this section.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished or unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- Any amount over 20% of the sum insured under this section, for any one claim.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

3 Television sets, video and audio equipment and computers

Accidental damage to:

- television sets, audio, video and computer equipment in the **home**;
- radio or television aerials and satellite dishes, their fittings and masts fixed to or in the **home**.

4 Metered water

Accidental leakage of metered water caused by an event insured under Section two: Contents.

Up to £1,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

You may only claim this benefit under one section of this document.

5 Household removal

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to **your** new permanent address within the **United Kingdom**, including while in temporary storage for up to five days.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - heating, drying, dyeing, washing, restoring, dismantling or breakdown;
 - faulty workmanship, design or materials;
 - information being erased or damaged on computer equipment.
- Loss or damage to:
 - styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software;
 - mobile or portable phones or pagers;
 - computers or computer equipment designed to be portable, while it is being carried, moved or transported;
 - video cameras and camcorders.
- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage to:
 - pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - **money**, credit cards or **valuables**.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

6 Contents temporarily removed from the home

Loss or damage to the **contents** while temporarily removed from the **home**, but within the **United Kingdom** and the loss or damage is caused by:

- Insured events 1 to 9, or 11 or 13; or
- theft or attempted theft (involving a forced and violent entry) from:
 - a bank or safe deposit or while being transported by **you** to and from any bank or safe deposit
 - a building used by **you** as temporary or holiday accommodation
 - a building where **you** work or are temporarily living.

7 Contents in the open

Loss or damage caused by Insured events 1 to 11 or 13 to **contents** kept in the open but within the boundaries of the land belonging to the **home**.

8 Wedding gifts

For fourteen days before and fourteen days after **your** wedding day, **we** will increase the sum insured for **contents** by 10% to cover **your** wedding gifts.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over 20% of the sum insured under this section, for any one claim.
- Any amount over £5,000 for **contents** in garages or outbuildings, for any one claim.
- Loss or damage:
 - to property belonging to **you** while **you** are living in a school boarding house or college or university halls of residence accommodation;
 - caused by theft or attempted theft, unless there has been forced and violent entry into or exit from the **buildings**;
 - while the **contents** are in a furniture store, salesroom or exhibition;
 - while the **contents** are being worn, used or carried by **you**.
- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £1,000 for any one claim, except for freestanding jacuzzis, hot tubs or spas.
- Loss or damage to:
 - trees, plants shrubs or garden produce;
 - **money**, credit cards, **valuables**;
 - property in or on any motor vehicle, trailer, boat, caravan or mobile home.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

9 Religious festivals and birthday or wedding anniversaries

For seven days before and seven days after **your** religious festival, birthday or wedding anniversary, **we** will increase the sum insured for **contents** by 10% to cover associated gifts.

10 Replacing keys and locks

If **your** keys are lost or stolen, **we** will pay for replacement locks and keys to:

- intruder alarms and safes installed in the **home**; and
- any outside door of the **home**.

11 Fridge and freezer contents

Loss or damage to food or drink in any freezer or refrigerator at the **home** caused by:

- a change in temperature of the fridge or freezer;
- contamination by the escape of refrigerant or refrigerant fumes.

12 Compensation for death

If **you** die from an injury within six months of the injury happening, **we** will pay £5,000 for each person killed, as long as the injury happens in the **home** as a result of:

- fire and smoke;
- earthquake, explosion or lightning;
- aircraft and other flying objects or anything dropped or falling from them;
- strikes and labour or political disturbances;
- being hit by any vehicle, train or animal;
- theft or attempted theft;
- storm or flood;
- riot or civil commotion.

What is not covered

- Any amount over £500 for any one claim.
- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage:
 - caused by the deliberate act of the supply authority;
 - caused by **your** deliberate act or neglect;
 - if **your** gas or electricity is cut off because **you** have not paid a bill.
- Any person under 16 years of age.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

13 Domestic oil

Accidental leakage of heating oil from domestic tanks, caused by an event insured under Section two: Contents.

14 Replacing documents

We will pay for the cost of replacing the deeds of the **home** and documents which are lost or damaged as a result of an event insured under Section two: Contents.

15 New purchases

We will extend the existing cover **you** have under Section two: Contents by up to £3,000 to cover new purchases **you** make, as long as **you** tell **us** within 21 days of the purchase and **you** pay the extra premium **we** ask for.

16 Downloaded electronic information

We will pay the cost of replacing **downloaded electronic information** following loss or damage to **contents** which is covered under Section two: Contents.

17 Tenant's greenhouses and sheds

Loss or damage caused by Insured events 1 to 13 under Section one: Buildings, to greenhouses and sheds **you** install at the **home** address and which **you** own.

18 Moving as a direct result of violent crime

If **you** decide to move as a direct result of murder, manslaughter, rape or serious physical assault committed against **you** in **your home** by a non-family member (who criminal charges have been brought against), **we** will pay up to £5,000 for conveyancing costs, estate agents' fees and removal expenses **you** have to pay.

19 Student cover away from home

We will insure **your contents** which have been temporarily moved to a school boarding house or college or university halls of residence accommodation, in the **United Kingdom**.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £1,000 for any one claim.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £500 for any one claim.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £1,000 for any one claim.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £2,000 for any one claim.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £3,000 for any one claim.
- Loss or damage caused by theft or attempted theft unless there has been forced and violent entry into or exit from the building.

ACCIDENTAL DAMAGE TO CONTENTS

The schedule will show if this cover applies.

What is covered

Accidental damage to the contents

Accidental damage to the **contents** while they are in the **home**.

What is not covered

- The first £150 of every claim unless stated otherwise in the policy schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - using the **contents** in a way which is different to the manufacturer's instructions;
 - information being erased or damaged on computer equipment;
 - any water seeping into the **home**.
- Damage to:
 - contact lenses, **money**, credit cards, stamps, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing, food and drink;
 - free-standing hot tubs, jacuzzis and spas.
- Damage while the **home** is **unfurnished** or **unoccupied**.
- Any amount over £2,500 for damage to china, glass, pottery, porcelain or other brittle substances.
- Damage or any proportion of damage which **we** specifically exclude elsewhere in this document.

SETTLING CLAIMS

Basis of settling claims

For any item of **contents** that is lost or damaged we will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if **we** can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

We will take off an amount for wear and tear for clothing and household linen.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing electronic information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** own.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section two: Contents is the sum insured for **contents** shown on the schedule, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index linking

The sum insured for **contents** will be index linked. This means that the sum insured for **contents** will be adjusted in line with changes in the National Statistics Retail Price Index. For **your** protection if this falls below zero, **we** will not reduce the sum insured.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

CONTENTS LIABILITY

For the purpose of this section, **bodily injury** will include death and disease.

What is covered

Personal liability

Your legal liability to pay compensation for:

- **bodily injury** to any person other than **you** or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance** and within the **United Kingdom** or during a temporary visit of not more than 30 days elsewhere in the world.

The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Occupiers liability

Your legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- **bodily injury** to any person other than **you** or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for any liability arising:

- as owner of the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- from owning or occupying any land or buildings other than **your home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parasailing;
- from any infectious disease or condition;
- from **you** owning or using any:
 - power-operated lift other than stairlifts
 - electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motorcars) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)
 - aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jetskis or watercraft (other than rowing boats or canoes)
 - caravans or trailers
 - animals other than **your** pets
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation
 - firearms, other than properly licensed shotguns.

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.

CONTENTS LIABILITY (Continued)

What is covered

Liability as tenant

We will pay up to 10% of the sum insured for **contents** for amounts that **you** legally have to pay under a tenancy agreement following:

- loss or damage caused by Insured events 1 to 13 and 15 of Section one: Buildings;
- **accidental damage** and breakage as described in Section one: Buildings under Extra benefits 1 and 6.

We will only provide this cover if the loss or damage happens during the **period of insurance**.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Accidents to domestic employees

Your legal liability to pay compensation for accidental **bodily injury** to a domestic employee under a contract of service at the **home**.

The most **we** will pay is £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage:
 - while the **home** is **unfurnished** or **unoccupied**;
 - shown under the “What is not covered” part of Section one: Buildings.
- **Bodily injury** to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

CONTENTS LIABILITY (continued)

What is covered

Unpaid damages

We will pay up to £100,000 (including legal costs) which **you** have been awarded by a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award. We will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the personal liability part of Section two: Contents if the award had been made against **you** rather than to **you**; and
- the person who owes the award does not live with **you**.

We may take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

What is not covered

SECTION THREE: PERSONAL ITEMS

The schedule will show if this cover applies.

What is covered

Accidental loss, damage or theft anywhere in the world to:

1 Specified items

We will pay the cost of replacing or repairing any item specified on the schedule.

We will not pay more than the sum insured for that item as shown on the schedule.

2 Unspecified **valuables**, clothing, **personal belongings** and **money**.

We will pay the cost of replacing or repairing **your valuables**, clothing, **personal belongings** and **money**.

The most **we** will pay for any one item of **valuables**, clothing or **personal belongings** is £1,500.

The most **we** will pay for **money** is £500.

3 Pedal cycles

We will pay the cost of replacing or repairing **your** pedal cycle or accessories.

The most **we** will pay for any one pedal cycle is £1,000 (unless shown differently on the schedule).

New purchases

As long as sub-sections 1, 2 and 3 above are in force, **we** will insure new purchases for up to £1,500 as long as **you** tell **us** within 21 days of the purchase and **you** pay the extra premium **we** ask for.

What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
 - theft or attempted theft while the **home** is **unfurnished** or **unoccupied**;
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked on;
 - faulty workmanship, design or materials;
 - scratching, denting or chipping;
 - guns rusting or bursting their barrels;
 - theft or attempted theft from an unlocked hotel room;
 - items being confiscated or detained by customs or other officials;
 - using an item in a way which is different to the manufacturer's instructions;
 - misfiling of electronic documents or records, including files containing downloaded music and pictures and any loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.
- Any amount over £1,000 for theft from an unattended motor vehicle or where the unattended motor vehicle is stolen at the same time. **We** will not pay any amount unless the property was concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs were securely closed and all doors locked.
- Loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £5,000 unless the jewellery has been examined at least once every two years by a competent jeweller, and any faults have been corrected.
- Any amount over £3,000 if jewellery is stolen from an unattended hotel or motel room.

SECTION THREE: PERSONAL ITEMS (Continued)

What is covered

What is not covered

- Loss of or damage to:
 - recording heads, audio tapes, video tapes or cassettes, discs and computer software;
 - sports equipment while in use;
 - contact lenses or hearing aids while **you** are swimming or involved in water sports;
 - any powered machine while used as a tool if the loss or damage arises directly out of its use
 - phones or pagers left in unattended vehicles;
 - any property which **you** normally keep outside the **home**.
- The part of any travel ticket or season ticket which has been used.
- Loss of **money** due to accounting errors, shortages or mistakes.
- Loss or damage:
 - caused by theft of pedal cycles left unattended while away from the **home**, unless they are attached to a permanent structure by a security device, or kept in a locked building;
 - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
 - to the pedal cycle while it is being used for racing, pace-making or trials;
 - to pedal cycles while let out on hire or used other than for private purposes.

SETTLING CLAIMS

Basis of settling claims

For any personal item that is lost or damaged **we** will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if we can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

We will take off an amount for wear and tear for clothing.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing electronic information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** own.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section three: Personal items is the sum insured shown on the schedule.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for personal items, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for personal items.)

GENERAL EXCLUSIONS

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to, in any way connected with or arising from the following:

- 1 Radioactive contamination from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
- 2 War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.
- 3 Loss of value after **we** have made a claimpayment.
- 4 Pressure waves from aircraft and other flying objects at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind. **We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- 9 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature

GENERAL EXCLUSIONS (Continued)

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family**, guests or tenants.
- 11 Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.
- 12 Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.
- 13 Loss or damage occurring before or arising from an event before the beginning of the **period of insurance**.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

GENERAL CONDITIONS

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **bodily injury** or legal proceedings. If legal proceedings are under way, **you** must tell **us** without delay and take all reasonable steps to reduce the costs of these proceedings.

2 Changes

You must tell **us** without delay about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully.

For example, **you** must tell **us** if **you**:

- increase the value of **your contents** or **personal belongings**;
- change **your** address;
- change **your** occupation;
- plan to leave the **home unfurnished** or **unoccupied**;
- change how the **home** is used or take in lodgers, tenants or paying guests;
- are in the process of being or have been declared bankrupt or if **you** receive a county court judgement;
- have received a Police caution for or been convicted of or charged with an offence (other than motoring);
- use the **home** or its land for a business, trade or profession;

We have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible. Please refer to the 'Making a claim' section of this document.

For loss or damage claims:

- **we** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **you** must tell the Police without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number;
- **you** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims:

- **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- **you** must not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

GENERAL CONDITIONS (Continued)

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after we pay **your** claim under this insurance, we may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment we have made under this insurance.

5 Fraudulent claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in anyway;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may be entitled to recover from **you**, the amount of any claim we have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid;
- may inform the Police; and
- may, by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

6 Disagreement over the amount of the claim

If we accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and we agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against us.

7 Cancellation

If **you** are not satisfied with the cover provided by this insurance, please contact **your** insurance adviser within 14 days of:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later. As long as **you** have not made a claim, we will return any premium **you** have paid.

You may cancel the insurance at any other time by contacting **your** insurance adviser.

We may cancel the insurance by sending **you** 14 days' notice in writing to **your** last known address. We will only do this for a valid reason.

Valid reasons may include but are not limited to:

- where we have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with us, or send us information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend our interests;

GENERAL CONDITIONS (Continued)

- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

If this insurance is cancelled by **you** or **us** outside the 14 day cooling-off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

9 More than one home

Each **home** covered by this insurance will be insured as though a separate document applies to each.

10 Building Works

You must provide **us** with full details of any building work over £50,000 in value and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor that is due to take place at the **home**, before the building works begin. Failure to notify **us** may result in any loss or any ensuing loss caused by or relating to such building works not being covered by this insurance.

11 Your duty to disclose information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance it could adversely affect **your** insurance and any claim.

For example **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

We or **your** insurance adviser will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance.

MAKING A CLAIM

If **you** need to make a claim:

- Check **your** policy booklet and **your** schedule to see if **you** are covered.
- Give notice to the Police without delay in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **our** claims administrator on **0144 322 9513**, for out of office hours their emergency 24 hour number **0172 476 1378** or email uk.gbtechnical.adjusting@gbtpa.com as soon as reasonably possible, quoting **your** policy number. They will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

HOW TO COMPLAIN

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** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you your** policy using the contact details below who will try to resolve **your** complaint within three working days:

By post: Andrew Copeland (Insurance Consultants) Ltd, 224 High Street, Beckenham, BR3 1EN

By email: complaints@acopeland.com

By telephone: +44(0)208 656 3367

After three working days, in the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE

By email: tmhcccomplaints@tmhcc.com

By telephone: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you of your** right to refer your complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

HOW TO COMPLAIN (Continued)

Tel: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) you may also make **your** complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

HELPFUL HINTS

We recommend that you take simple precautions for your own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Fire prevention

- Check your electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Hire a competent electrician if you are in doubt.
- Always unplug non-essential appliances before you go to bed, especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Don't leave a pan of fat unattended on the cooker.
- Install a suitable fire extinguisher. You should put one in the kitchen.
- Make sure that all open fires are properly guarded – even if they appear to be out – especially at night.
- Have your chimney swept and flues regularly checked, at least once a year (if you use open fires).

Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if you leave the property without heating in winter months. Consider leaving the loft access open so that warm air can move into the roof space to reduce the possibility of the pipes and tank freezing.
- If your pipes freeze, thaw them out slowly using hot water bottles or hairdryers. Never use a blowlamp or warm air paint stripper gun.

Security

- Make sure you have good quality locks fitted to all of your outside doors (five lever mortise deadlocks to British Standard 3621 or multipoint locking systems on UPVC doors).
- All opening sections of basement, ground floor or easily accessible windows should be fitted with key-operated locks.
- Use the door and window protections when you leave the home unattended and remove the keys from the locks (including the garage).
- Do not leave keys under the mat or inside the letter box, or anywhere else they can be found easily.
- Leave a light on, on a timer, in a room other than the hall when you are out in the evening overnight.
- Do not leave large amounts of money in the home.
- Do not leave valuable property in unattended vehicles.
- Photograph your valuables and keep copies of valuations and receipts. These are extremely helpful in case they are lost or stolen, not only to us but also to the Police.

If you need any help or advice on security to the home, contact a member of the Master Locksmith Association.

When you go away on holiday

- Tell your local Neighbourhood Watch about your holiday.
- Stop newspaper and milk deliveries. Do not advertise your absence.
- Place any valuables which are not being carried or worn with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If you have an alarm, make sure this is switched on.
- Leave your key with a trusted neighbour and ask them to look in and inspect the home occasionally.

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System

PRIVACY NOTICE

Both the **Insurer** and Andrew Copeland (Insurance Consultants) Ltd are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

The **Insurer** explains below who it is, how it collects, shares and uses personal information about **you**, and how **you** can exercise **your** privacy rights.

The **Insurer** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with **you**. The **Insurer** retains personal information it collects from **you** where it has an ongoing legitimate business need to do so.

The **Insurer** may disclose **your** personal information to:

- the **Insurer's** group companies;
- third party services providers and partners who provide data processing services to the **Insurer** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where the **Insurer** believes 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 the **Insurer's** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in its Privacy Policy; or
- any other person with your consent to the disclosure.

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

The **Insurer** use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures the **Insurer** 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 the **Insurer** 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 the Privacy Policy.

You can opt-out of marketing communications sent to **you** by the **Insurer** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if the **Insurer** has collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to **your** consent 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 the **Insurer's** collection and use of **your** personal information.

PRIVACY NOTICE (Continued)

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on the **Insurer's** website at <https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

The Data Protection Officer
TMHCC, 1 Aldgate, London, EC3N 1RE
DPO@tmhcc.com

If information is required as to how data is processed by Andrew Copeland (Insurance Consultants) Ltd, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at http://www.andrewcopeland.co.uk/privacy_policy.html

or contact:

Data Protection Office
Mr Peter Anson
224 High Street, London BR3 1EN
info@acopeland.com
0208 656 2544