

**MS Amlin**



*Elegance*  
*Home*  
*Policy Wording*

Issued by Ryan Direct Group on behalf of Lloyd's Syndicate 2001, managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited

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# Important Information

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Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document. **Your** home insurance document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This policy is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under "Important Information – Your Duties" and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

## Your Duties

While **your broker** can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For **contents** – the current cost as new; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

# Important Information (continued)

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The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

## You must notify **your broker**:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than £50,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your permanent home**; or
- if **you** regularly leave **your home unoccupied** or regularly leave the **home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 6.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

## Information you have given us

**We** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

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

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

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were in place from the start of the **period of insurance**; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 6.

**We** or **your broker** 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; or
- require **you** to pay more for **your** insurance.

# Other Important Information

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## How to amend this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

**You** must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA); and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home** with a contract value of more than £50,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home as your permanent home**;
- if **you** regularly leave **your home unoccupied/unattended at night**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 6.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

## Renewal of this insurance

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.

# Other Important Information (continued)

## **How to cancel this insurance**

### **During the cooling off period**

**You** may cancel this insurance within 14 days:

- of buying this insurance or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

### **After the cooling off period**

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

**We** may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason - examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information-Your Duties" on page 3;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

### **Important Note**

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date, and to keep any premiums paid.

## **How to make a claim**

**We** aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown on **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

## **Other Important Information (continued)**

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We have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

### **Your duties:**

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within 30 days. The contact details for reporting a claim are shown on **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

### **Defending claims**

**We** may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of the policy, as detailed below:

- Conditions that only apply to Section One – Buildings *on page 23*
- Conditions that only apply to Section Two – Contents *on page 29*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 32*
- Condition that only applies to Section Four – Accidents to Domestic Employees *on page 34*

### **Fraudulent claims**

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

# Other Important Information (continued)

## **Complaints**

### **How to make a complaint**

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker or us**:

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. Our contact details are:

<b>Post:</b>	Complaints, MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.
<b>Telephone:</b>	+44 (0) 20 7746 1300
<b>Fax:</b>	+44 (0) 20 7746 1001
<b>Email:</b>	<a href="mailto:complaints@amlin.com">complaints@amlin.com</a>
<b>Website:</b>	<a href="http://www.amlin.com">www.amlin.com</a>

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks, **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

<b>Post:</b>	Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
<b>Telephone:</b>	+44 (0) 20 7327 5693
<b>Fax:</b>	+44 (0) 20 7327 5225
<b>Email:</b>	<a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

<b>Post:</b>	The Financial Ombudsman Service, Exchange Tower, London E14 9SR
<b>Telephone:</b>	Fixed: 0800 0234567 Mobile: 0300 1239123
	Outside UK: +44 (0) 20 7964 0500
<b>Fax:</b>	+44 (0) 20 7964 1001
<b>Email:</b>	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
<b>Website:</b>	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of the final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.
- Alternatively, if **you** are a private individual and **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>.

# Other Important Information (continued)

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## Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

## Privacy Notice

### Information we process

**You** should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

### How we use your information

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with

**We** may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the MS Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and/or
- develop products and services.

# Other Important Information (continued)

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We will not disclose **your** personal and/or sensitive personal information to anyone outside the MS Amlin Group of companies except:

- where **we** have **your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.

## Why it is necessary to share information

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property **damage**;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

## The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

## Access to your information

**You** have a right to know what personal and/or sensitive personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Data Privacy Officer at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity, **we** may also charge a fee of £10 for processing **your** enquiry.

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell **you** why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Data Privacy Officer.

## Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

## Changes to this Notice

**We** keep **our** privacy notice under regular review. This notice was last updated on the 20<sup>th</sup> October 2015.

## Contacting us

If **you** have any questions relating to the processing of **your** information, please write to:

The MS Amlin Data Privacy Officer, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

**You** can also email **us** at: [dataprivacyofficer@amlin.com](mailto:dataprivacyofficer@amlin.com)

For information about the MS Amlin Group of companies please visit [www.amlin.com](http://www.amlin.com).

# Other Important Information (continued)

## **Rights of Third Parties**

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

## **Choice of Law and Jurisdiction**

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

## **Language**

The language of this policy and any communication throughout the duration of the **period of insurance** will be English.

## **Sanctions**

This policy will not provide any insurance cover or benefit, and **we** will not pay any sum, if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

## **Taxes**

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid directly to the appropriate authority.

## **Our Regulator**

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 02739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG

# Definitions

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The following words will have the same meaning wherever they appear in this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

**Additional rebuilding expenses**

Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the **buildings** safe; and costs **you** are responsible for to meet any government or local authority requirements following **damage** to the **buildings** which is covered under Section One – Buildings.

**Antiques and works of art**

Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside **your home**, rugs, tapestries, wine, clocks, barometers and all other collectable property owned by **you** or for which **you** are legally responsible and which is not business property.

**Buildings**

The **home**, its' decorations and **tenant's improvements** including:

- fixtures and fittings attached to **your home** (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);
- fixed water tanks, apparatus and pipes;
- underground service pipes and cables, sewers, drains and septic tanks; and
- permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only

owned by **you** or for which **you** are legally responsible within the **premises**.

**Computer viruses**

Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.

**Contents**

Household goods and personal possessions, which belong to **you** or for which **you** are legally responsible.

**Contents** includes:

- **money** and **credit cards**;
- deeds and registered bonds;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**;
- fridge and freezer contents;
- garden furniture and items normally kept outdoors;
- guns;
- furs;
- **home office equipment**; and
- tenants' fixtures and fittings.

# Definitions (continued)

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**Contents** does not include:

- motor vehicles (other than domestic garden machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids);
- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies including their accessories);
- any part of the **buildings**;
- any property held or used for business purposes other than **home office equipment**.

## Credit cards

Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.

**Credit cards** does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services;
- **credit cards** used for or held for any trade, business or professional purposes.

## Damage

Physical **damage** to or destruction of property.

## Domestic employees

Any person working for **you** in connection with domestic duties who is:

- Employed by **you** under a contract of service; or
- Self-employed and working on a labour-only basis under **your** control or supervision.

## Endorsement

A change in the terms and conditions of this insurance.

## Excess

The first part of any claim which **you** must pay.

## Garden

The ground next to **your home** and within the **premises** which is used only:

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business) and
- as a place of relaxation and enjoyment.

The **garden** does not include:

- woods, paddocks and fields with a total acreage of more than 3 acres.

## Gold and silver

**Gold and silver** and **gold and silver** plated items.

## Heave

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

## Home

The private dwelling built of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the schedule.

## Home Office Equipment

Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your** business or for which **your** business is legally responsible.

## Definitions (continued)

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<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	All of the following held or used for private domestic purposes: <ul style="list-style-type: none"><li>• Current legal tender, cheques, postal and money orders;</li><li>• Postage stamps not forming part of a stamp collection;</li><li>• Savings stamps and savings certificates, travellers' cheques;</li><li>• Premium bonds and gift tokens; and</li><li>• Travel tickets.</li></ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Permanent Physical Injury</b>	<ul style="list-style-type: none"><li>• Loss by physical separation of an arm or hand or a leg at or above the ankle;</li><li>• Permanent loss of use of a complete arm, foot or leg; or</li><li>• Loss of sight resulting in the injured person being eligible for certification as registered blind;</li></ul> occurring during the <b>period of insurance</b> .
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , details of the <b>premises</b> , the <b>sums insured</b> , the <b>period of insurance</b> and the Sections of this insurance and any <b>endorsements</b> which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates or tiles.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Sum Insured</b>	The amount shown on the <b>schedule</b> as the most <b>we</b> will pay for claims resulting from one incident unless otherwise stated in this policy document or on the <b>schedule</b> .
<b>Tenant's improvements</b>	Alterations and decorations, which have been made by <b>you</b> or a previous occupier, that are not insured under any other insurance.
<b>Terrorism</b>	Any act(s) including but not limited to: <ul style="list-style-type: none"><li>• the causing, occasioning or threatening of harm of whatever nature and by whatever means; and</li><li>• putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.</li></ul>

## Definitions (continued)

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<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	If at the time of the loss or <b>damage</b> the <b>premises</b> have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• Jewellery, including unset precious or semi-precious stones; and</li><li>• Watches.</li></ul>
<b>We, us or our</b>	Lloyd's Syndicate 2001, managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
<b>You/Your</b>	The person or people named in the <b>schedule</b> as the Insured and all permanent members of <b>your home</b> (including resident <b>domestic employees</b> and those in full-time education).
<b>Your broker</b>	The person, people or company who arranged this insurance for <b>you</b> .

# General Exclusions

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## a) Building Works

We will not pay for loss, **damage** or liability caused by building works over £50,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

## b) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; and
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a) **terrorism**; and/or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

## c) Electronic data

We will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
  - ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
- a) **computer viruses**, erasure or corruption of electronic data; or
  - b) the failure of any equipment to correctly recognise the date or change of date.

## d) Existing, deliberate and indirect damage

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

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf; unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

## e) War

We will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

## f) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware, or when **you** ought to have become aware, of such leakage.

# General Conditions

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## a) Building Works

You must tell your broker at least 30 days before you start any building works over £50,000 in value. When we receive this notice we have the option to change the conditions of this insurance.

If you enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, you must tell us at least 30 days before the building works begin.

Failure to notify us may result in any claim you make in relation to loss, damage or liability caused by the building works not being covered.

## b) Policy Coverage

We will treat each home included under this insurance as if separately insured.

## c) Index-linking

Each month we will link the sums insured in Section One (buildings) and Section Two (contents) to the relevant indexes below.

Section One (buildings) The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors or a similar index we have appropriately chosen

Section Two (contents) The Consumer Durables Section of the General Index of Retail Prices or a similar index we have appropriately chosen.

We will not charge you any extra premium for any monthly increase. However, whenever you renew this insurance, we will work out the premium using the new sums insured. For your protection, if the index falls below zero, we will not reduce the sums insured.

## d) Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

This clause does not apply to Section Two N-Fatal Injury on page 27.

## e) Excess

Unless otherwise stated on your schedule, the following excesses apply for each and every loss.

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 in respect of subsidence, landslip or heave; Nil in respect of lock replacement; £250 in respect of all other claims.
Section Two – Contents	Nil in respect of lock replacement, fatal injury, hole in one cover or freezer contents; £250 in respect of all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	£250
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil

## General Conditions (continued)

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### f) Excess Waiver

If a claim is more than £10,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule**. If **you** claim for the same event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

# Section One – Buildings

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Covering the **home** and **tenant's improvements** as defined in this policy.

Optional section of cover. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the <b>buildings</b> for loss or <b>damage</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"><li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from:<ul style="list-style-type: none"><li>i. warping, shrinking or normal settlement or collapse;</li><li>ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually;</li><li>iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li><li>iv. dryness, dampness, extremes of temperature or exposure to light;</li><li>v. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li><li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li></ul></li><li>b) Loss or <b>damage</b> to gates, fences and hedges caused by storm, flood or weight of snow.</li><li>c) The cost of general maintenance, electrical or mechanical faults or breakdown.</li><li>d) Loss or <b>damage</b> caused by frost other than to fixed water tanks, apparatus or pipes.</li><li>e) Loss or <b>damage</b> while the <b>buildings</b> are <b>unoccupied</b> unless the loss or <b>damage</b> is caused by:<ul style="list-style-type: none"><li>i. fire, lightning, explosion or earthquake;</li><li>ii. aircraft and other flying devices or items dropped from them;</li><li>iii. storm, flood or weight of snow;</li><li>iv. collision by any vehicle or animal;</li><li>v. <b>subsidence, heave or landslip</b>.</li></ul></li></ul>

## Section One – Buildings (continued)

What is covered	What is not covered
	<p>f) Loss or <b>damage</b> caused by <b>subsidence</b>, <b>heave</b> or <b>landslip</b>:</p> <ul style="list-style-type: none"> <li>i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;</li> <li>ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law;</li> <li>iv. due to faulty design, faulty workmanship or faulty materials; or</li> <li>v. as a result of the coast or riverbank wearing away.</li> </ul> <p>g) Loss or <b>damage</b> caused by frost to permanently installed hot tubs.</p> <p>h) Loss or <b>damage</b> where <b>you</b> sign an agreement with a contractor which needs specific or joint insurance without obtaining <b>our</b> agreement first.</p>

This Section of the insurance also covers	We will not pay
<p><b>A) Alternative Accommodation and Rent</b></p> <p>If there has been <b>damage</b> to <b>your buildings</b> covered under Section One or the local authority prevents <b>you</b> from living in <b>your home</b> because of loss or <b>damage</b> to a neighbouring property <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a) Loss of rent due to <b>you</b> and ground rent payable to <b>you</b> which <b>you</b> cannot recover;</li> <li>b) The extra costs of other accommodation for <b>you</b> and <b>your</b> domestic pets and horses as similar to <b>your</b> existing accommodation as possible.</li> </ul>	<ul style="list-style-type: none"> <li>a) For loss of rent for more than 36 months;</li> <li>b) For the extra costs of other accommodation for more than 36 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 36 months in total.</li> </ul>
<p><b>B) Trace and Access</b></p> <p>The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of <b>your home</b> for which <b>you</b> are legally responsible.</p>	More than £50,000 during the <b>period of insurance</b> .

## Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<b>C) Loss of Domestic oil</b> Up to £5,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.	More than £5,000 in total if <b>you</b> claim under Sections One and Two.
<b>D) Increased Metered Water Charges</b> Up to £10,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section One.	More than £10,000 in total during the <b>period of insurance</b> if <b>you</b> claim under Sections One and Two.
<b>E) Garden Cover</b> Costs <b>you</b> have to pay to restore <b>your garden</b> following loss or <b>damage</b> by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or <b>damage</b> caused by people acting maliciously or the emergency services.	a) For more than £1,000 for any one plant, tree or shrub; b) For more than 10% of the <b>buildings sum insured</b> during the <b>period of insurance</b> .
<b>F) Selling Your Home</b> Anyone buying <b>your home</b> will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.	If the <b>buildings</b> are insured under any other insurance.
<b>G) Additional Fees and Costs</b> Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <b>additional rebuilding expenses</b> following loss or <b>damage</b> to the <b>buildings</b> which is covered under Section One.	a) For any expenses for preparing a claim or an estimate of loss or <b>damage</b> ; or b) For any costs if government or local authority requirements had been served on <b>you</b> before the loss or <b>damage</b> .
<b>H) New Fixtures and Fittings</b> Up to 20% of the <b>buildings sum insured</b> in any one <b>period of insurance</b> for loss or <b>damage</b> to new fixtures and fittings, fitted furniture and fitted appliances within <b>your home</b> which are waiting to be installed, as long as <b>you</b> notify <b>us</b> within 30 days of delivery.	a) For any loss or <b>damage</b> caused while installing the fixtures and fittings; or b) For items left in the open
<b>I) Unfixed Building Materials</b> Up to £25,000 in any one <b>period of insurance</b> for loss or <b>damage</b> to unfixed building materials and supplies owned by <b>you</b> and kept within <b>your home</b> for use in the construction, maintenance or alteration of <b>your home</b> .	a) For any loss or <b>damage</b> caused while installing the unfixed building materials; or b) For items left in the open.
<b>J) Replacement Locks</b> Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.	

## Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<p><b>K) Security Upgrade</b> Up to £10,000 during the <b>period of insurance</b> towards the cost of upgrading <b>your alarm and security systems</b> following a physical criminal assault on <b>you at your home</b>.</p>	<ul style="list-style-type: none"> <li>a) For any cost unless <b>you obtain our agreement first</b>;</li> <li>b) Following any domestic dispute;</li> <li>c) More than £10,000 in total if <b>you claim under Sections One and Two</b>.</li> </ul>
<p><b>L) Counselling Fees</b> Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you at your home</b>.</p>	<ul style="list-style-type: none"> <li>a) For any cost unless <b>you obtain our agreement first</b>;</li> <li>b) Following any domestic dispute;</li> <li>c) More than £5,000 in total if <b>you claim under Sections One and Two</b>.</li> </ul>
<p><b>M) Essential Alterations</b> Up to £25,000 during the <b>period of insurance</b> towards essential alterations to the <b>home</b> if <b>you sustain a permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<ul style="list-style-type: none"> <li>a) For any cost unless <b>you obtain our agreement first</b>;</li> <li>b) For <b>your domestic employees</b>;</li> <li>c) If such <b>permanent physical injury</b> has been self-inflicted;</li> <li>d) More than £25,000 in total if <b>you claim under Sections One and Two</b>.</li> </ul>
<p><b>N) Extended Replacement Cost</b> Up to 125% of the <b>buildings sum insured</b> in the event of <b>your home</b> being damaged beyond economical repair and the cost of rebuilding <b>your home</b> being more than the <b>sum insured</b>.</p>	<ul style="list-style-type: none"> <li>a) Unless the <b>sum insured</b> corresponds with a professional valuation, completed within the last 5 years, that <b>we have seen and approved</b>;</li> <li>b) For any Grade I, II* or Grade A listed buildings.</li> </ul>
<p><b>O) Similar Property Purchase</b> Up to 125% of the <b>buildings sum insured</b> in the event of <b>your home</b> being damaged beyond economical repair and permission to rebuild <b>your home</b> being refused by <b>your local authority</b>, to help <b>you purchase a similar property in the same area</b>.</p>	<ul style="list-style-type: none"> <li>a) Unless the <b>sum insured</b> corresponds with a professional valuation, completed within the last 5 years, that <b>we have seen and approved</b>;</li> <li>b) Unless the similar property is located within the same area as <b>your home</b>.</li> </ul>

# Section One – Buildings (continued)

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## Conditions that only apply to Section One – Buildings

### How we deal with your claim

1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:

- the **buildings** were in a good state of repair immediately before the loss or **damage**; and
- the **damage** has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

- 2) If a loss is paid under sub heading O – Similar Property Purchase of this Section, **you** will assign all title to the **premises** to **us** and pay **us** all monies **you** may receive as salvage.
- 3) **We** will not reduce the **sum insured** under Section One after **we** have paid a claim so long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

### Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on pages 17 and 18.
- 2) **We** will not pay more than the **sums insured** shown on **your schedule** other than in accordance with sub headings N – Extended Replacement Cost and O – Similar Property Purchase on page 22.

## Section Two – Contents

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Covering the **contents** of **your home** as defined in this policy.

Optional section of cover. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the <b>contents</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.</p>	<p><b>We</b> will not pay for:</p> <p>a) Loss or <b>damage</b> directly or indirectly caused by or arising from:</p> <ul style="list-style-type: none"><li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;</li><li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li><li>iii. dryness, dampness, extremes of temperature or exposure to light;</li><li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li><li>v. dyeing, cleaning, repairing, renovating, restoration; or</li><li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li></ul> <p>b) The cost of general maintenance or routine redecoration.</p> <p>c) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</p> <p>d) Loss or <b>damage</b> to property in the open caused by storm, flood or weight of snow.</p> <p>e) Loss or <b>damage</b> to freezer contents resulting from:</p> <ul style="list-style-type: none"><li>i. deliberate disconnection by the utility company of the electricity supply to <b>your home</b>; or</li><li>ii. the failure of <b>your</b> gas or electricity supply caused by strike or any other industrial action.</li></ul> <p>f) Loss or <b>damage</b> to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.</p> <p>g) Loss or <b>damage</b> caused by <b>subsidence</b> or <b>heave</b> or <b>landslip</b>:</p> <ul style="list-style-type: none"><li>i. as a result of the coast or riverbank wearing away;</li></ul>

## Section Two – Contents (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> <li data-bbox="832 271 1362 399">ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law;</li> <li data-bbox="832 422 1362 489">iii. due to faulty design, faulty workmanship or faulty materials.</li> </ul>

This Section of the insurance also covers	We will not pay
<p><b>A) Glass and Sanitary Ware</b></p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li data-bbox="244 781 705 810">a. fixed glass and double glazing; and</li> <li data-bbox="244 826 466 855">b. <b>sanitary ware</b>;</li> </ul> <p>forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for.</p>	
<p><b>B) Loss of Rent</b></p> <p>Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.</p>	Rent for more than 36 months.
<p><b>C) Alternative Accommodation</b></p> <p>The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets and horses, as similar to <b>your</b> existing accommodation as possible, which <b>you</b> have to pay if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.</p>	For the extra costs of other accommodation for more than 36 months. If <b>you</b> claim under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 36 months in total.
<p><b>D) New Acquisitions - Gifts</b></p> <p>Up to £20,000 during the <b>period of insurance</b> for wedding, anniversary, birthday, religious or other celebration gifts bought by <b>you</b> but not yet given (or which have been bought for <b>you</b>).</p>	<ul style="list-style-type: none"> <li data-bbox="816 1446 1387 1513">a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</li> <li data-bbox="816 1529 1387 1596">b) After 60 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.</li> </ul>
<p><b>E) New Acquisitions</b></p> <p>Up to 25% of the <b>contents sum insured</b> for new items <b>you</b> have bought but which <b>you</b> have not yet told <b>us</b> about.</p>	<ul style="list-style-type: none"> <li data-bbox="816 1666 1387 1733">a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</li> <li data-bbox="816 1749 1387 1817">b) After 60 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.</li> </ul>

## Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<b>F) Replacement Locks</b>  Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.	
<b>G) Loss of Domestic Oil</b>  Up to £5,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.	More than £5,000 in total if <b>you</b> claim under Sections One and Two.
<b>H) Increased Metered Water Charges</b>  Up to £10,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section Two.	More than £10,000 in total if <b>you</b> claim under Sections One and Two.
<b>I) Contents of Guests</b>  Personal property of guests up to £5,000 for each person and personal property of <b>domestic employees</b> (who do not live in any of the <b>homes</b> listed in <b>your schedule</b> ) up to £2,500 for each person	<ul style="list-style-type: none"> <li>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</li> <li>b) For loss or <b>damage</b> to their <b>money</b>, <b>valuables</b> or <b>credit cards</b>;</li> <li>c) If there is any other insurance in place;</li> <li>d) For loss or <b>damage</b> which occurs away from the <b>premises</b>;</li> <li>e) More than £750 for any one item.</li> </ul>
<b>J) Marquees</b>  Up to £30,000 for loss or <b>damage</b> to marquees and associated equipment, which are being temporarily loaned to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b> .	<ul style="list-style-type: none"> <li>a) If <b>you</b> fail to keep to manufacturers or owners written instructions;</li> <li>b) For loss or <b>damage</b> during erection or dismantling;</li> <li>c) If cover is provided under any other insurance.</li> </ul>
<b>K) Family in Residential Care</b>  Up to £10,000 for loss or <b>damage</b> to the belongings of <b>your</b> parents or grandparents who are living in a residential nursing or care home.	<ul style="list-style-type: none"> <li>a) More than £2,500 for any one event of loss or <b>damage</b> for <b>valuables</b> or <b>gold and silver</b> items;</li> <li>b) For <b>money</b> and <b>credit cards</b>;</li> <li>c) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy.</li> </ul>
<b>L) Tenants Liability</b>  <b>Your</b> legal responsibility as a tenant for loss or <b>damage</b> to the <b>buildings</b> caused by loss of or <b>damage</b> that is covered under Section Two.	<ul style="list-style-type: none"> <li>a) More than 20% of the <b>sum insured</b> under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed;</li> <li>b) For loss or <b>damage</b> caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlords fixtures and fittings;</li> <li>c) For loss or <b>damage</b> arising from <b>subsidence</b>, <b>heave</b> or <b>landslip</b>.</li> </ul>

## Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<p><b>M) Hole In One</b></p> <p>Up to £500:</p> <ul style="list-style-type: none"> <li>a) towards expenses <b>you</b> incur; or</li> <li>b) to a charity of <b>your</b> choice</li> </ul> <p>in the event of a hole in one being achieved by <b>you</b> during an official golf competition provided that the certified scorecard and certificate are submitted to <b>us</b> at the time of making a claim.</p>	More than £500 during the <b>period of insurance</b> .
<p><b>N) Fatal Injury</b></p> <p>Following fatal injury to <b>you</b> caused by fire or assault at the <b>premises</b> or assault elsewhere within the <b>United Kingdom</b> provided that death ensues within 12 months of injury, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a) £50,000 for each insured person over 16 years; and</li> <li>b) £5,000 for each person under 16 years at the time of their death.</li> </ul>	For fatal injury to <b>domestic employees</b> .
<p><b>O) Essential Alterations</b></p> <p>Up to £25,000 in any one <b>period of insurance</b> towards essential alterations to the <b>home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<ul style="list-style-type: none"> <li>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) For <b>your domestic employees</b>;</li> <li>c) If such <b>permanent physical injury</b> has been self-inflicted;</li> <li>d) More than £25,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>
<p><b>P) Security Upgrade</b></p> <p>Up to £10,000 during the <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) Following any domestic dispute;</li> <li>c) More than £10,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>
<p><b>Q) Counselling Fees</b></p> <p>Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) Following any domestic dispute;</li> <li>c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>

## Section Two – Contents (continued)

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Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>A) Outdoor Items</b> £25,000 or 10% of the <b>contents sum insured</b> , whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.	This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b> .
<b>B) Deeds and Registered Bonds</b> £10,000 in total for deeds, registered bonds and other personal documents.	
<b>C) Stamps and Coins</b> £5,000 in total for stamps or coins forming part of a collection, unless specified in <b>your schedule</b> , where all items with an individual value of more than £25,000 must be specified in the <b>schedule</b> under Section Three.	
<b>D) Gold and Silver</b> £10,000 in total for <b>gold and silver</b> unless specified in <b>your schedule</b> , where all items with an individual value of more than £25,000 must be specified in the <b>schedule</b> under Section Three.	
<b>E) Valuables</b> £5,000 in total for <b>valuables</b> unless specified in <b>your schedule</b> , where all items with an individual value of more than £10,000 must be specified in the <b>schedule</b> under Section Three.	
<b>F) Antiques and Works of Art</b> £25,000 in total for <b>antiques and works of art</b> unless specified in <b>your schedule</b> , where all items with an individual value of more than £25,000 must be specified in the <b>schedule</b> under Section Three.	
<b>G) Pedal Cycles</b> £5,000 in total for pedal cycles unless specified in <b>your schedule</b> .	

## Section Two – Contents (continued)

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Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>H) Computer Software and Digital Media</b> £10,000 in total for the cost of replacing <b>your</b> computer software and personal digital media, including music and film, that <b>you</b> have previously legally downloaded to <b>your</b> computer or multimedia device (s) following loss or <b>damage</b> covered by this policy.	
<b>I) Domestic Machinery</b> £10,000 in total for domestic garden machinery and quad bikes used within the <b>premises</b> , golf buggies, non-motorised trailers and mobility aids.	Cover for loss or <b>damage</b> by theft, attempted theft and/or malicious <b>damage</b> applies only if these items are kept in a locked building when not in use.
<b>J) Watercraft</b> £7,500 in total for manually operated rowing boats, punts, canoes, sailboards or dinghies, including their accessories.	
<b>K) Money</b> £5,000 in total for <b>money</b> .	
<b>L) Credit Cards</b> £25,000 in total for <b>credit cards</b> .	<b>We</b> will only pay amounts <b>you</b> legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. <b>You</b> must comply with the terms and conditions under which the <b>credit cards</b> were issued.

### Conditions that only apply to Section Two - Contents

#### How we deal with your claim

- 1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section Two.

**We** will not reduce the **sum insured** under Section Two after **we** have paid a claim as long as **you** agree to **carry out our** reasonable recommendations to prevent further loss or **damage**.

- 2) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
  - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
  - b) **you** have paid or **we** have authorised the cost of replacement.

## **Section Two – Contents (continued)**

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### **Limitations that apply to Section Two - Contents**

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18.**
- 2) **We** will not pay more than the **sums insured** shown on **your schedule.**

## Section Three - Valuables, Antiques and Works of Art, Gold and Silver

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Optional section of cover. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the <b>Valuables, Antiques and Works of Art, Gold and Silver</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.</p>	<p><b>We will not pay for:</b></p> <ul style="list-style-type: none"><li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from :<ul style="list-style-type: none"><li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or anything which happens gradually;</li><li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li><li>iii. dryness, dampness, extremes of temperature or exposure to light;</li><li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li><li>v. dyeing, cleaning, repairing, renovating, restoration; or</li><li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li></ul></li><li>b) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li><li>c) Loss or <b>damage</b> to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.</li><li>d) More than £10,000 in respect of any one item of <b>valuables</b> unless otherwise stated in the <b>schedule</b>.</li><li>e) More than £25,000 in respect of any one item of <b>antiques, works of art and gold and silver</b> unless otherwise stated in the <b>schedule</b>.</li></ul>

## Section Three - Valuables, Antiques and Works of Art, Gold and Silver (continued)

This Section of the insurance also covers	We will not pay
<b>A) New Acquisitions</b>  <p>We will cover new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.</p>	a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Three;  b) More than 25% of the <b>sum insured</b> under this Section for <b>valuables, gold and silver</b> and <b>antiques and works of art</b> ;  c) After 60 days of purchase if <b>you</b> have not told <b>us</b> about buying the item.
<b>B) Death of an Artist</b>  <p>We will automatically increase the <b>sum insured</b> of any item listed in the specification for <b>works of art</b> by up to 200% if the artist dies during the <b>period of insurance</b>. We will only do this for the 6 months immediately following the death of that artist.</p>	a) More than £100,000 in total during any one <b>period of insurance</b> ;  b) If <b>you</b> are unable to provide an independent, professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of loss or <b>damage</b> .
<b>C) Defective Title</b>  <p>If, during the <b>period of insurance</b>, someone claims that any item listed in the specification of <b>antiques and works of art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, we will pay <b>you</b> the amount <b>you</b> paid for it or the value shown in the specification if this is less.</p>	a) More than £100,000 in total during the <b>period of insurance</b> ;  b) Unless <b>you</b> prove that <b>you</b> made enquiries about where the item came from before <b>you</b> bought it;  c) Unless <b>you</b> bought the item during the period that the <b>antiques and works of art</b> have been insured with <b>us</b> ;  d) Unless <b>you</b> told <b>us</b> about a claim during the <b>period of insurance</b> .

### Conditions that only apply to Section Three - Valuables, Antiques and Works of Art, Gold and Silver

#### How we deal with your claim

##### 1) Valuables

We will decide whether to repair, replace or pay for any item that is lost or damaged.

##### 2) Antiques and works of art, gold and silver

In the event of partial loss or **damage**, we will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value, but not more than the **sum insured** for the damaged item(s).

In the event of total loss or destruction of **antiques and works of art, gold and silver**, we will pay the **sum insured** for such item(s) or their market value at the time of loss, whichever is less.

## **Section Three - Valuables, Antiques and Works of Art, Gold and Silver (continued)**

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### **3) Antiques and works of art, gold and silver**

If, following a claim, **you** can produce a professional valuation (not more than 5 years old) which has been approved by **us**, **we** will treat the **sum insured** as automatically agreed.

After arriving at a claims settlement, **we** will deduct any applicable **excess** before paying the claim.

### **4) Loss buy-back provision**

If **we** recover any of **your** items after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy it back from **us** within 60 days. **We** will charge:

- a) the amount **we** paid for **your** claim; or
- b) the fair market value of the item at the time **we** recover it

whichever is less.

### **Limitations that apply to Section Three - Valuables, Antiques and Works of Art, Gold and Silver**

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18.**
- 2) **We** will not pay more than the **sums insured** shown in **your schedule**.

## Section Four – Accidents to Domestic Employees

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This section will apply automatically provided **you** have selected Section Two - Contents.

What is covered	What is not covered
<p><b>We</b> will pay for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for bodily injury (including death or disease) by an accident happening during the <b>period of insurance</b> anywhere in the world to <b>your domestic employees</b> employed in connection with the <b>premises</b> shown in the <b>schedule</b>.</p>	<p><b>We</b> will not pay for bodily injury caused directly or indirectly:</p> <ul style="list-style-type: none"><li>a) By any motorised or horse-drawn vehicle other than:<ul style="list-style-type: none"><li>i. domestic garden equipment whilst being used within the <b>premises</b>; and</li><li>ii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use.</li></ul></li><li>b) From any communicable disease or condition.</li><li>c) whilst the <b>domestic employee</b> is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the <b>period of insurance</b>.</li><li>d) <b>your</b> liability for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</li></ul>

### Condition that only applies to Section Four – Accidents to Domestic Employees

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

## Section Five - Legal Liability to the Public

Standard cover and will automatically be shown in **your** schedule.

### Part A

This Section applies in the following way:

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

What is covered	What is not covered
<p><b>A) We will pay you:</b></p> <p>i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p>    a) bodily injury (including death or disease); or</p> <p>    b) <b>damage</b> to property;</p> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>;</p> <p>OR</p> <p>ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p>    a) bodily injury (including death or disease); or</p> <p>    b) <b>damage</b> to property;</p> <p>caused by an accident anywhere in the world during the <b>period of insurance</b>.</p>	<p><b>We</b> will not pay for any liability:</p> <p>a) For bodily injury to;</p> <p>    i. <b>you</b>; or</p> <p>    ii. any person who at the time of sustaining such injury is engaged in <b>your</b> service;</p> <p>b) For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>c) For <b>damage</b> to property owned by or in the charge or control of;</p> <p>    i. <b>you</b>; or</p> <p>    ii. any person engaged in <b>your</b> service;</p> <p>d) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the <b>period of insurance</b>.</p> <p>e) Arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f) Which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>g) Arising out of any criminal acts.</p> <p>h) Arising out of <b>your</b> ownership, possession or use of:</p> <p>    i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that <b>you</b>, or someone acting with <b>your</b> permission, are not using them on any public road where the Road Traffic Act or similar legislation says <b>you</b> must insure them;</p>

## Section Five - Legal liability to the public (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"><li data-bbox="870 265 1394 361">ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies;</li><li data-bbox="870 422 1399 541">iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or</li><li data-bbox="870 601 1387 781">iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company.</li><li data-bbox="822 792 1410 855">i) In respect of any kind of pollution and/or contamination other than;</li><li data-bbox="870 866 1383 1057">i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b>; and</li><li data-bbox="870 1069 1362 1163">ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li><li data-bbox="870 1174 1410 1293">in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</li><li data-bbox="822 1304 1410 1399">j) Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</li><li data-bbox="822 1410 1410 1529">k) If <b>you</b> are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until such insurance is exhausted.</li><li data-bbox="822 1540 1351 1675">l) Arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by <b>you</b>; or</li><li data-bbox="822 1686 1410 1805">m) <b>Your</b> liabilities for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</li></ul>

## Section Five - Legal Liability to the Public (continued)

This Section of the insurance also covers	We will not pay
<p><b>Part B) Unrecovered Court Awards</b></p> <p>We will pay for sums which <b>you</b> have been awarded during the <b>period of insurance</b> by a court in the <b>United Kingdom</b> and which still remain outstanding 3 months after the award has been made provided that:</p> <ol style="list-style-type: none"><li>I. Part A ii) of this Section would have paid <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b>;</li><li>II. there is no appeal pending; and</li><li>III. <b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment.</li></ol>	
<p><b>Part C) Defective Premises</b></p> <p>We will pay for any amount <b>you</b> become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>.</p>	<ol style="list-style-type: none"><li>a) For any liability if <b>you</b> are entitled to payment under any other insurance;</li><li>b) For the cost of repairing any fault or alleged fault.</li></ol>

### **Limitations that only apply to Section Five - Legal Liability to the Public**

#### **We will not pay**

- a) in respect of pollution or contamination, more than £5,000,000 in total during the **period of insurance**.
- b) in respect of other liability covered under Section Five, more than £5,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.