

# Household Protect Plus Policy

All you need to know



CASTLE

provided by



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# Welcome to Castle Household Protect Plus

## Castle Household Protect Plus

Welcome to **your** Castle Household Protect Plus insurance policy. Thank **you** for insuring **your home** with **us**.

NIG policies are underwritten by U K Insurance Limited. This policy booklet provides all the details **you** need to know about **your** insurance policy. Please read this alongside **your** schedule and your statement of fact.

## Our highest level of cover

Castle Household Protect Plus comes complete with added extras and enhanced cover, ensuring those things **you** hold dear are always well covered.

- **You** get the flexibility to cover all **your** homes in the UK under one policy with one renewal date to make life easier
- Specialist cover for valuable items, such as jewellery and fine art; high limits available without needing to list individual items worth less than £10,000
- Accidental damage cover is included automatically for those unexpected mishaps

## Making a claim on your Castle Household Protect Plus

If **you** need to make a claim, call **us** as soon as **you** can and we'll start working to get things back to normal. **We** know it can be a stressful time so **our** dedicated claims handlers will manage everything on **your** behalf until the claim is settled. And **you** won't be faced with a mountain of paperwork. **Our** aim is to get things sorted out for **you** with the minimum of fuss or inconvenience.

And to save **you** the trouble of phoning around, **we** can put **you** in touch with a number of approved contractors and specialists. Just ask **your** dedicated claims handler and they'll do the rest.

To make a claim, call us on **0345 300 4647**.

The emergency out of hours number is **01732 520270**.

Follow these simple steps:

- 1 Call **us** as soon as possible and quote the policy number for the scheme which is **006452864** along with **your** own policy number which **you** will find on **your** Schedule.
- 2 Speak to **us** before **you** make any arrangements for replacement or repair

## Making sure you always have the right cover

It's a part of life that circumstances don't always stay the same so Castle Household Protect Plus is flexible to change. For instance, **you** may be moving house, making some **home** improvements or **you** might have made new purchases. If **you** let **us** know of any changes to **your** circumstances as soon as possible, **we** can ensure **you** always have the right cover.

Call **us** on **0330 321 0320** and **we**'ll make sure **your** insurance is kept up to date.

Please also refer to the Important Information section at the back of this policy, as this gives **you** information about **our** regulators, who **we** share **your** information with and what **you** have to do should **you** need to make a complaint.

# Terms and conditions of your policy

## This section gives full details of your cover.

This policy is evidence of the contract between **you** and **us** based on information **you** have given to **us**.

Please read **your schedule of insurance** and these policy conditions to make sure **you** know exactly what **your** insurance covers. Check all the policy details and **your** proposal confirmation and **your** Statement of Fact, which sets out the information **you** have given **us**, carefully. If **you** think there is a mistake or **you** need to make changes, **you** should notify **us** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

In return for receiving and accepting the premium, **we** will provide insurance under this policy for the sections shown in the **schedule of insurance** as applying for the accident, injury, loss or damage which has happened in the **territorial limits** during the **period of insurance**.

Under European law, **you** and **we** may choose which law will apply to this contract. Unless both parties agree otherwise English law will apply, but this choice of law does not restrict **your** rights under mandatory provisions of the law of the country where **you** permanently live.

If **you** are resident in Jersey, Jersey law applies to **your** policy and any dispute in relation to it will be within the jurisdiction of the Jersey courts.

**We** have supplied this Agreement and other information to **you** in English and **we** will continue to communicate with **you** in English.

# General definitions

Certain words in the policy and **schedule of insurance** have particular meanings wherever they appear. These meanings apply to the whole policy unless **we** say otherwise. Throughout the policy, defined terms will be bold when used. The words and their meanings are given below.

In this policy, the words '**you**', '**your**' and '**yourself**' refer to the person or persons named on the **schedule of insurance**, their spouse or domestic partner and any **family member**.

The words '**we**', '**us**', '**our**' and '**ours**' means NIG trading as U K Insurance Limited unless otherwise stated.

**Aircraft** – any device used or designated for flight, except model or hobby craft not used or designed to carry people or cargo.

**Bodily injury** – physical bodily harm, including any resultant sickness or disease from physical bodily harm.

**Buildings** – **your home** including its swimming pools, permanently fitted hot tubs, ornamental man-made ponds, fountains, tennis courts, terraces, patios, steps, service tanks, drains, septic tanks, underground service pipes and cables, sewers and drains, domestic fixed fuel tanks, driveways, footpaths, garden walls, hedges, gates, fences, lifts, fixtures and fittings, decorative finishes, radio and television aerials, satellite dishes, solar panels, wind turbines used for domestic purposes, external lighting and security systems and equipment situated within the boundaries of the **home** and for which **you** are legally responsible.

**Business** – a part-time or full-time trade, occupation or profession, undertaken in **your home**, details of which have been lodged with and agreed by **us**.

**Business property** – items of furniture, furnishings, office equipment and stationery, used in connection with a **business** conducted from **your home** and owned by **you** or which **you** are responsible for insuring.

**Collectibles** – private collections of rare, unique or novel items of personal interest including memorabilia.

**Contaminant** – an impurity resulting from the mixture of or contact of a substance with a foreign substance.

**Contents** – household goods and personal property excluding **valuables**. Contents include satellite dishes and aerials that are owned by **you**, or are **your** responsibility or in the possession of **you**.

If **you** are a tenant **contents** includes additions, alterations, installations or fixtures that **you** have paid for, or are responsible for, at **your home**.

**Credit cards** – credit cards, cheque cards, bankers cards and cash cards issued to **you**.

**Damages** – the sum required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

**Domestic staff** – any person **you** employ to perform domestic duties, work or services at **your home**. This excludes any person who is hired to work for **you** in connection with **your business**.

**Drone** – an unmanned aerial vehicle.

**Endorsement** – an agreed change to the terms of the policy.

**Excess** – the amount **you** must pay towards any claim unless stated otherwise.

**Family member** – any member of **your** family who permanently resides with **you** at the **home**.

**Fine art** – paintings, drawings, prints, etchings, photographs, tapestries, rugs, porcelain, statuary, manuscripts, clocks, barometers, antique furniture, collectibles and other bona fide works of art with historical value or artistic merit.

**Home** – the residence, including any garages, as shown at each location on **your schedule of insurance**.

**Home invasion** – an unlawful act of violence or threat of violence by a person who has gained unlawful entry to **your home**, any temporary residence including **watercraft** with sleeping quarters or a motor home, whilst **you** are in occupancy at the time access is gained.

**Jewellery** – articles of personal adornment containing gemstones, silver, gold or platinum or other precious metals. This also includes watches and set or unset gemstones.

**Landscaping** – **your** trees, lawn, shrubs and other plants on the grounds of **your home**.

**Loss of eye(s)** – the total and irrevocable loss of sight in one or both eyes.

**Loss of limb(s)**

- a in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

**Market value** – the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

**Money** – the following belonging to **you** and any **family members**: Cash, bankers notes and drafts, cheques, money orders, postal orders, savings stamps and savings certificates, share certificates, Premium Bonds, traveller's cheques, travel tickets, gift tokens, securities, accounts, deeds and other negotiable documents.

**Motor vehicle** – any type of motorised land vehicle requiring motor vehicle registration or operator licensing. This extends to include self-propelled motor homes, motorcycles and attached trailers.

**Mould** – any type or form of fungus, including but not limited to all forms of mould or mildew and mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by **mould**.

**Occurrence** – means

- a** a loss or an accident, including continuous or repeated exposure to the same general harmful conditions which occurs during the **period of insurance** and results in **personal injury** or property damage; or
- b** an offence, including a series or related offences, committed during the **period of insurance** resulting in **personal injury** or **property damage**.

**Outbuildings** – any free-standing permanent structure **you** own that is used for domestic purposes and situated within the grounds of **your home**. This includes stables, barns, studios, pool houses, greenhouses, gardens sheds and other similar structures used for domestic purposes.

**Period of insurance** – the period shown in the **schedule of insurance** for which the policy covers **you** (subject to **us** receiving the premium on time).

**Personal injury** – the following injuries, or death resulting from the following:

- **bodily injury**
- wrongful detention, false imprisonment or false arrest;
- shock, emotional distress, mental injury;
- invasion of privacy;
- malicious prosecution; or
- wrongful entry or eviction.

**Pollutants** – solid, liquid, gaseous or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **waste**.

**Precious metals** – silverware, tableware, trays, trophies and other similar household articles made of gold, goldplate, silver, silverplate, pewter or platinum, other than **jewellery**.

**Property damage** – physical damage to, destruction of, or loss of use of tangible property.

**Reconstruction cost** – the least amount required at the time of the loss to either:

- restore or repair a structure; or
- replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:
  - fees from architects, surveyors and consulting engineers;
  - the cost of complying with the building regulation of a government or local authority; and
  - the cost of removing debris and **waste** that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

**Schedule of insurance** – **your** most recent **schedule** that **we** have issued to **you** including any **endorsements**.

**Terrorism** – any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

**Unoccupied** – not lived in by **you** or any other person authorised by **you** for more than 60 consecutive days.

**Unfurnished** – where the **home** is not adequately furnished for normal living purposes for more than 60 consecutive days.

**Valuable(s)** – **fine art, jewellery, precious metals**, sporting guns, collectibles **you** own or possess, for which a sum insured is shown in **your schedule of insurance**.

**Waste** – materials to be disposed or recycled, reconditioned or reclaimed.

**Watercraft** – a boat or craft designed for use on or over water.

# General exclusions

The following apply to the whole of **your** policy. Any further specific exclusions are shown in the section of cover to which they apply.

## What is not covered:

### 1 Acts of war

**We** do not cover any loss or damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

### 2 Confiscation

**We** do not cover loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

### 3 Deception

**We** do not cover loss or damage suffered by **you** due to any person obtaining any property by deception, unless deception is only used to gain entry to **your home**.

### 4 Deliberate acts and misappropriation

**We** do not cover loss or damage caused, or allowed to be caused, deliberately or wilfully by **you** or any **family member**, paying guest or tenant or anyone acting on **your** behalf. This includes the taking or other misappropriation of contents from **you** or a family member by **you** or a **family member**.

### 5 Dishonest acts

**We** do not cover loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

### 6 Drones and aircraft

**We** do not cover any loss, damage or legal liability, caused by any **aircraft**, drone or model aircraft whilst controlled by **you** or a **family member**.

### 7 Existing damage

**We** do not cover loss or damage that happened before the **period of insurance**.

### 8 Failure of computers and electrical equipment

**We** do not cover loss or damage directly or indirectly due to:

- a** an error in computer programming or instruction to the computer, but **we** do cover any resultant damage provided no other exclusions apply.
- b** computer viruses.

### 9 Faulty, inadequate or defective planning

**We** do not cover any loss or damage caused by faulty, inadequate or defective:

- a** planning, development, surveying;
  - b** design, specifications, workmanship, repair, renovation, remodelling, grading, compaction;
  - c** materials used in repair, construction, renovation or remodelling; or
  - d** maintenance,
- of part or all of any property whether on or off the **home**.

### 10 Frost

**We** do not cover any loss or damage caused by frost.

### 11 Gradual deterioration, breakdown, wear and tear

**We** do not cover any loss or damage caused by:

- a** wear and tear, gradual deterioration.
- b** inherent vice, latent defect, mechanical or electrical breakdown.
- c** warping or shrinkage, rust or other corrosion, wet or dry rot or **mould**.

This exclusion does not apply under trace and access cover where the source of the water leak is covered providing this is limited to a single valve, joint or pipe.

### 12 Indirect loss

**We** do not cover indirect loss of any kind incurred by **you** or a **family member**.

### 13 Pollution or Contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leakage from any fixed heating installation or from any domestic appliance in **your home** during the **period of insurance**.

### 14 Radioactive contamination

**We** do not cover any expense, legal liability (other than liability to **your domestic staff**) or any loss or damage to property directly or indirectly caused by, arising from or contributed to by:

- a** ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b** the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any nuclear part of that equipment.
- c** the use of a chemical or biological weapon.

### 15 Restoration and repair

**We** do not cover loss or damage caused by repair, restoration, alteration, refinishing, dyeing, cleaning or renovating.

### 16 Rodents, insects and vermin

**We** do not cover any loss or damage caused by rodents, vermin or insects.

### 17 Sonic bangs

**We** do not cover loss or damage arising from pressure waves caused by **aircraft** and other flying objects travelling at or above the speed of sound.

### 18 Structural changes and cleaning

**We** do not cover any loss or damage to **your home** caused by demolition, construction, cleaning or other similar processes.

### 19 Temperature or dampness

**We** do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home, outbuildings, contents** or **valuables**. This exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

### 20 Tenants property

**We** do not cover any loss or damage to property belonging to **your** lodgers, boarders or other tenants.

### 21 Terrorism

**We** do not cover any expense, legal liability or any loss or damage to property directly or indirectly caused by **terrorism**.

### 22 Unfurnished homes

**We** do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unfurnished**, unless agreed by **us** in writing.

**We** do not cover loss or damage caused by theft, attempted theft, malicious damage or vandalism when **your home** is **unfurnished** unless agreed by **us** in writing.

### 23 Unoccupied homes

**We** do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unoccupied**, undergoing renovation or being constructed, unless the heating is maintained at a minimum of 10 degrees centigrade in the **home** or the water is shut off and drained from the system or appliance.

### 24 Unsuitable transportation and packing

**We** do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method by which it is being transported.

# General conditions

The following conditions apply to the whole of **your** policy and all of the covers provided by it.

**You** and any other person entitled to benefit under this policy must keep to its terms, conditions and **endorsements**. If **you** do not keep to these conditions, **we** may cancel this policy, refuse or withdraw from any claim, claim back from **you** costs paid by **us** during **your** claim or do all of the above.

## 1 Abandoning property

**We** shall be entitled to any property for the loss of which a claim is paid under this policy and **you** shall execute all assignments and assurances of such property as may be reasonably required, but **you** cannot abandon property to **us** or a third party without **our** prior written consent.

## 2 Adequacy of your sums insured

**You** must keep the sums insured at a level that represents the full **reconstruction cost** of **your buildings** and any **outbuildings** unless unlimited **buildings** cover applies on **your schedule of insurance**.

**You** must keep the sums insured for valuables at a level which represents the current **market value**.

To ensure **your** sums insured reflect these amounts and to thereby reduce the possibility of being underinsured, **you** should undertake regular reviews and request an increase to **your** sum(s) insured if **you** feel this is necessary. Any additions, alterations or renovations to **your home** should be reported to **us** as soon as possible.

Failure to provide correct information or inform **us** of any relevant changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

## 3 Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

## 4 Assignment

No one covered under this policy may assign or turn over any right of interest in regard to the policy without **our** written consent.

## 5 Automatic renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise. **We** will write to **you** at least 21 days before **your** policy ends to confirm **your** renewal premium and policy terms. If **you** do not want to renew **your** policy **you** must call **us** before **your** renewal date to let **us** know. If **we** are unable to offer renewal terms **we** will write to **you** at **your** last known address to let **you** know.

It is not possible to offer automatic renewal with all payment methods so please check **your** renewal invite for further details.

## 6 Bankruptcy or death

**Your** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. Further, if **you** or a **family member** dies or becomes bankrupt or insolvent during the policy period, this policy, unless cancelled, will cover **you** or the **family member's** legal representative for the remainder of the policy period.

## 7 Building works

**You** must provide **us** with full details of any building work or heat processes, including the restoration, repair, redecoration, maintenance or other similar work where the value exceeds £75,000 or before the signing of any contract which in any way removes or limits **your** legal rights against a contractor or building firm.

If **you** do not notify **us** and provide **us** with full details at least 21 days before the work is due to commence, any loss directly or indirectly caused by or relating to the work will be excluded.

## 8 Cancellation

If this cover does not meet **your** needs, please call Castle Agencies Limited on **0330 321 0320**. If **you** cancel within 14 days of **your** policy starting or within 14 days of receiving **your** documents (whichever is the later), **we** will return any premium **you** have paid as long as no claims have been made during that time.

**You** may cancel the policy after that time by calling **us** on the above number or sending **us** notice in writing. **We** will refund the proportion of any premium paid for the remaining **period of insurance** less an administration fee as shown in **your schedule of insurance**, providing that **you** have not made any claim during the current **period of insurance**.

**We** have the right to cancel **your** policy at any time by giving **you** 14 days' notice in writing where there is a valid reason for doing so.

**We** will send **our** cancellation letter to the latest address **we** have for **you**. Valid reasons may include but are not limited to:

- 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 substantially affects **our** ability to process **your** claim, or deal with **your** policy;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing home insurance; or
- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff or suppliers.

If **we** cancel **your** policy **we** will return the premium paid less the amount for the period the policy has been in force.

## 9 Carriers or bailees

**We** will not pay a benefit under this policy to any carrier or bailee of damaged property.

## 10 Changes

**You** must tell **us** as soon as possible if there are any changes that may affect **your** policy, such as the following:

- if **you** change the address where **you** normally live;
- if any building work is being done to **your home** (other than routine maintenance or decoration);
- if **you** or any **family member** is prosecuted for or convicted of any offence (excluding motoring offences);
- if **you** let **your home** out to tenants or a lodger moves in; or
- if **your home** is used for **business** purposes or as a holiday **home**.

Note: the list above does not set out all changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, contact **us** anyway.

**We** reserve the right to alter the terms, conditions, exclusions and to amend the premium or to cancel **your** policy should **we** become aware of any material fact or change which may affect **your** policy.

Failure to provide correct information or inform **us** of any relevant changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

No change of **your** policy shall be effective except when made by written **endorsement** and signed by **our** authorised representative.

## 11 Concealment or fraud

The entire policy will be void if, whether before or after a loss, **you** or a **family member** has:

- intentionally concealed or misrepresented any material fact or change;
  - engaged in fraudulent conduct; or
  - made false statements;
- relating to this insurance.

## 12 Duplicate cover

If a loss is payable under more than one part of **your** policy, **we** will pay **you** under the part that gives **you** the most cover but not under more than one part.

When **valuables** are specified on **your schedule of insurance**, **your** cover is limited to the specific sum insured on **your schedule of insurance** for that specific **valuable**, unless another policy benefit applies to the loss.

## 13 Duties after a loss

In the event of an **occurrence** or possible **occurrence** which is likely to involve this policy, or if **you** or any **family member** is sued in connection with an **occurrence** which may be covered under this policy, **you** or the **family member** must perform the following duties for cover to apply:

- notify **us** of the claim as soon as possible and where the claim involves loss or damage by theft or attempted theft, accidental loss, malicious persons or vandalism **you** should notify the police as soon as possible, keeping the reference number they give **you**. See page 2, **Making a claim on your Castle Household Protect Plus**.
- protect property from further damage and make any necessary repairs to protect the property from further damage. **You** must keep an accurate record of expenses incurred. **We** will pay the reasonable costs of avoiding or mitigating a claim with **our** prior consent as set out under the Preventative measures additional benefit of **your** policy on page 15.
- prepare an inventory of damaged, lost or stolen personal property. The inventory should describe the property in full as well as showing the amount insured under **your** policy, if applicable, and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory.

- provide **us** with any property, records, legal documents, information or evidence **we** request at **your** own expense including the names and addresses of any known persons injured and any available witnesses.
- make any damaged property available to **us** for inspection as often as **we** reasonably require.
- under the Leisure and lifestyle section and the **Sports club** and **Private member's club** membership fees benefit, **you** must submit written advice from **your** doctor confirming the period **you** were disabled and that **you** were totally unable to play the sport to which the membership fees relate. **You** must provide written evidence that **your** membership fees have been paid.
- assist and co-operate with **us** in the conduct of the defence by helping **us** make settlement, to attend hearings and trials and to enforce any right of contribution or indemnity against any person or organisation who may be liable.

**We** reserve the right to examine under oath as often as **we** require, **you**, any **family member** or any person connected with the **occurrence**.

- where applicable and relevant, **you** or a family member must agree to be examined by a physician **we** choose as often as **we** require. **We** may also choose, where lawful, to have an autopsy carried out by a physician. Any examinations or autopsies will be at **our** own expense.

#### 14 Enforcing your rights

**You** or an insured person claiming under this policy must not admit to any claim, any claim promise, any payment or refuse any claim without **our** written consent. If **we** want to, **we** can take over and conduct in **your** name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for them to achieve a settlement.

If **you** or an insured person has the rights to recover all or part of any payment made under this policy, those rights are transferred to **us**. **You** or an insured person must not do anything after the loss to impair such rights of recovery. At **our** request, **you** or a **family member** will bring an action or transfer those rights to **us** and help **us** enforce them.

#### 15 Fraud

**You** must be honest in **your** dealings with **us** at all times.

**We** will not pay a claim that is in any way fraudulent, false or exaggerated.

If **you**, any person insured under this policy or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- **your** policy may be cancelled.
- **we** may reject **your** claim and any subsequent claims.
- **we** may keep any premium **you** have paid.

#### What happens if we discover fraud

**We** have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this policy.

#### 16 Insurable interest

**We** shall not be liable for any loss or damage to property in which **you** do not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in the property, **we** will pay up to the amount that represents **your** insurable interest in that property.

#### 17 Liberalisation

If **we** extend the cover provided by this policy without an additional premium charge the changes will automatically apply to **your** policy.

#### 18 Mortgagee's clause

The interest of any mortgagee shall not be prejudiced by any act or neglect by **you** or any legal occupier of the **home** that increases the risk of an **occurrence** without the knowledge or authority of the mortgagee, providing that the mortgagee as soon as reasonably possible after becoming aware of the increased risk shall give notice to **us** and pay an additional premium if required.

#### 19 Non contribution clause

**We** will not pay if **you** have a loss or damage which is covered under any other insurance policies unless the cover provided by those policies is exhausted.

## 20 Policy period

All covers in this policy only apply to **occurrences** that take place while this policy is in force in accordance with the **period of insurance** stated upon **your schedule of insurance** except under the Defective Premises Liability benefit on page 22.

## 21 Payment of premium

If **we** have been unable to collect **your** premium on the date it is due, **we** will assume that **you** do not want to continue with **your** policy unless **you** tell **us** otherwise, and **we** may cancel **your** policy on that date. Before **we** do, **we** will write to **you** in order to give **you** the opportunity to make the payment, but **we** hold on to the right to cancel if **you** do not make the payment requested. If the premium remains unpaid by the date **we** set out in **our** letter, **we** will confirm in writing that **your** policy was cancelled on the date the missed payment was due. If **you** have made a claim, or one has been made against **you** before that date, then the balance of the year's premium will become payable.

## 22 Preventing loss

**You** must take all reasonable steps to:

- a** prevent any loss, damage, illness, injury or accident; and
- b** maintain any **home, contents** and **valuables** listed on **your schedule of insurance** in good condition and repair.

## 23 Right to renew

If **you** pay the premium to **us** via **our** monthly instalment scheme, **we** will have the right to renew the policy each year and continue to collect premiums using this method. **We** will write to **you** before the expiry of **your** policy with full details of the renewal premium and policy conditions which may vary from the previous year. If **you** do not want to renew this policy, all **you** need to do is call Castle Agencies Ltd on **0330 321 0320** before the next renewal date and they will instruct **us** not to renew it. **Our** right to renew this policy does not affect **your** cancellation rights.

## 24 Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

# Section A: Your buildings and contents

## 1 Basis of cover

### Buildings

**Buildings** cover only applies if the **buildings** section is shown on **your schedule of insurance**.

The **buildings** section provides **you** with cover against all risks of physical loss or damage to **your home** and **outbuildings** unless stated otherwise in **your** policy or unless an exclusion applies.

### Contents

**Contents** cover only applies if the **contents** section is shown on **your schedule of insurance**.

**Your contents** are covered against all risks of physical loss or damage at **your home** and whilst temporarily removed elsewhere in the world for up to 60 consecutive days in any **period of insurance** unless otherwise stated in the policy or an exclusion applies.

## 2 How we will settle your claim

### Your Buildings and Outbuildings

The maximum amount **we** will pay for each **home buildings** and the **outbuildings** at each location is shown in **your schedule of insurance**.

If **your buildings and outbuildings** are subject to a partial loss and **you** do not begin to replace, repair or rebuild the lost or damaged property within six months from the date of the **occurrence**, **we** will pay the **reconstruction cost** less depreciation.

If **your buildings and outbuildings** are damaged and are not to be repaired or rebuilt, **we** will pay **you** either

- a** the resulting reduction in **market value** of the property resulting from the loss or damage; or
- b** the cost of repairing or rebuilding **your buildings and outbuildings**,

whichever is the lowest.

In neither case will the payment exceed the **buildings** sum insured shown on **your schedule**.

### Rebuilding cost

**We** will pay the **reconstruction cost** of **your buildings** or **outbuildings**, up to the sum insured shown for that location on **your schedule of insurance**, for each **occurrence**.

For a covered total loss to **your buildings** and **outbuildings** **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your schedule of insurance**, for each **occurrence**.

### Contents

The most **we** will pay for an insured loss is, the amount required to repair the damage or the full cost of replacing the **contents** without deduction for depreciation, whichever is the lesser.

### Inflation Protection

If **you** have specified **your building** sum insured **we** will index-link the amount shown on **your schedule of insurance**. **We** use the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index, although the sum insured will be increased by £1,000 each year even if the index value is less than that amount.

Please note that **we** do not apply index-linking to **our** other policy limits.

**We** will not make a charge for any inflation protection during the **period of insurance**, but each time **your** policy is renewed, **we** will re-calculate the premium on the adjusted sum insured.

## 3 Pairs, sets and parts

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever of the following options cost the least:

- a** the cost to replace the lost or damaged property; or
- b** the cost to restore or repair the damaged property to its pre-loss condition.

However, **we** may opt to pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remaining article(s) of the pair set or unit to **us**.

**We** will not repair or replace any undamaged part of the **buildings** which are part of a set or suite unless they are part of a bathroom suite or fitted kitchen and the damaged parts cannot be repaired or an exact replacement found.

**We** will not pay more than the sum insured shown on **your schedule of insurance**.

#### 4 Limits of liability

For a covered loss in this section to the following types of **contents**, **we** will not pay more than the amounts shown below for any one claim:

<b>Money</b>	£2,500
Garden Furniture Ornaments and Statues	£2,500
Trailers and non-motorised horse boxes	£3,000
Sailboards, surfboards, hand-propelled boats and accessories	£3,000
<b>Business Property</b>	£15,000

These limits do not increase **your contents** sum insured or the sum insured of any other item covered elsewhere in this policy.

#### 5 Policy excess

**You** must pay any **excess** shown in **your schedule of insurance**, unless **we** have said otherwise. This may include the specific **excesses** for:

- subsidence, heave or landslip
- escape of water
- flood

For full details of all **your excesses** please refer to **your schedule of insurance**.

**We** will only deduct one **excess** per claim, which will be the higher of any **excesses** applicable, unless **we** have endorsed **your** policy to say otherwise.

#### 6 Additional benefits

These benefits are provided in addition to the sum insured shown on **your schedule of insurance** unless otherwise stated. **Your** policy excess applies to these covers unless stated otherwise. Cover is subject to the **General exclusions** on page 6, **General conditions** on page 8, and the Limits of liability in Section A.4.

If a loss is covered under more than one section of this policy, **we** will pay **you** under the section giving **you** the most cover, but not under more than one section.

##### Alternative accommodation expenses, loss of rent and increased cost of working

If a covered loss makes **your** main **home** noted on the **schedule of insurance** uninhabitable, or **your home** is occupied by squatters, **we** will cover **your** reasonable and necessary costs for alternative accommodation which **we** have agreed in advance with **you**.

Payment will continue for the shortest reasonable amount of time necessary to restore **your home** to a habitable condition or for **you** to temporarily locate elsewhere. Cover also includes reasonable alternative accommodation for **your** domestic pets and horses but only if the structure of **your** main **home** itself (and not just its **outbuildings**) becomes uninhabitable.

If **we** provide cover for the contents of the **home**, subject to **your** claim being valid, **we** will also cover the cost of temporarily storing the contents, when necessary in a professional storage facility during this period, providing that **we** have agreed with **you** to do so in advance. **We** will also cover the cost of transporting the contents of **your home** to the alternative accommodation.

##### Loss of Rent

If a **home** or part of **your home** which is rented out to others cannot be lived in because of a covered loss, **we** will pay **you** the rent **you** would have received. **We** will cover this loss of rent for the lesser of the following time periods:

- one year from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild that part of the **home** which was rented out, or for **you** to relocate.

**We** will also cover any rent **you** would still have to pay as a tenant, including ground rent if any **home** on **your schedule of insurance** cannot be lived in due to a covered loss under this policy.

The maximum amount **we** will pay for one claim under this section is £100,000 or 50% of the sum insured, whichever is lesser.

##### Buying or selling your home

Where **buildings** cover is provided on **your schedule of insurance**, if **you** enter into a contract to sell **your home**, the purchaser shall be entitled to the benefit of cover under the terms of this policy.

This applies once the sale is completed in respect of loss or damage occurring between the period of exchange of contracts (or the offer to purchase in Scotland) and the completion of the sale of the **home** providing the **home** is not insured by the purchaser or on their behalf.

##### Contents belonging to domestic staff and guests

Where **contents** cover is provided on **your schedule of insurance**, **we** cover the **contents** belonging to **your** domestic staff who permanently reside in **your home** and invited guests while they are on the premises of any **home** named on **your schedule of insurance**.

The maximum amount **we** will pay for loss or damage to jewellery or **money** owned by them or items that are covered by other insurance is £1,000.

### Data replacement

Where **contents** cover is provided on **your schedule of insurance**, **we** will cover loss to personal or **business** data stored in **your** computer at **your home** or a mobile telephone as a result of a covered loss. **We** will pay up to £5,000 for the replacement by an external professional person or body, of personal or **business** data.

**We** do not cover the cost of remaking a file, disk, tape or similar.

### Detection of water system

**We** will pay up to £500 for **you** to install a water leak detection system following a covered water damage loss settled by **us** exceeding £7,500 at the same **home**. The loss must have been caused by a leak or break in a plumbing, heating or air conditioning system at **your home** and any system installed must be approved by **us**.

### Emergency entries

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay to repair damage to **your home** and areas of **landscaping** caused when the emergency services need to access **your home** to combat an emergency.

### Essential alterations

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay up to £15,000 in total for alterations to **your home** thereby allowing **you** to live unassisted following an accident resulting in the permanent **loss of limb(s)**, **loss of eye(s)** or hearing, which occurs during the **period of insurance**.

### Forced evacuation

If **you** are denied access to **your home** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living. **We** also cover any loss of rent for up to 30 days if **your home** is rented to others excluding loss of rent due to termination of a lease or agreement.

**We** will also pay up to £5,000 for emergency provisions that **you** require during the duration of the period **you** are denied access to **your home**.

### Frozen food

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay **you** the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature but excluding loss:

- a caused by the deliberate act of the power supply authority or the withholding or restricting of power by such an authority; or
- b in respect of any freezer or refrigerator where the refrigeration unit is over ten years old unless it is regularly serviced.

No policy **excess** applies to this cover.

### Gardens and landscaping cover

**We** will pay the reasonable costs incurred as a result of loss or damage to **landscaping** but excluding loss or damage caused by storm or flood.

**We** will not pay more than £1,000 for any one tree, shrub or plant.

The maximum amount **we** will pay for any one claim is £10,000.

### Green upgrade

Where **buildings** cover is provided on **your schedule of insurance**, **we** will contribute 10% of the total claim, up to a maximum of £2,500, for the reasonable expense **you** incur to install a solar, wind or geothermal electrical power-generating system as part of the repair or replacement of the part of **your home** which is the subject of a covered loss within the **period of insurance**. The installation of a solar, wind or geothermal electrical power-generating system must be the first time such a system was installed at **your home**.

No policy **excess** will apply to this green upgrade contribution.

A total loss is when, at **our** discretion, **your home** is deemed to be beyond economical repair or reconstruction.

In the event of a total loss to **your home**, **we** will pay up to £25,000 to reconstruct parts of **your home** with green buildings product(s).

A green building product is one that **we** determine meets the industry recognised green standard attributed to one or more of the following:

- use of less energy, water and/or natural resources by way of, for example, insulation and framing, carpet and flooring, lighting systems;
- the creation of less waste, for example interior plumbing applications; or

- providing a healthier environment for the people living inside by way of heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

This amount is in addition to the payment basis stated on **your schedule of insurance**.

### Home Invasion Protection

Where contents cover is provided on **your schedule of insurance**, **we** will pay the reasonable **home invasion** expenses **you** incur (including reasonable **home invasion** expenses incurred by **domestic staff** and guests at the time of **occurrence**) solely and directly as a result of a **home invasion** during the **period of insurance**.

Expenses mean:

- the reasonable related residential security expenses for **you** to improve the security protection to **your home** that was subject to the **home invasion occurrence** as agreed by **us**. The maximum amount **we** will pay is £5,000 for any one claim.

No policy **excess** applies to this cover.

### Lock replacement

If the keys to any external doors and windows, as well as any intruder alarm and safes installed in **your home** are lost, damaged, or stolen, **we** will pay up to the value of £2,500 to cover the costs of replacing the locks and keys and/or resetting the intruder alarm.

No policy **excess** applies to this cover.

### Money cover

**We** will pay for accidental loss of **money** anywhere in the world in the custody or control of **you** or any **family member** but not:

- a** shortages caused by mistake;
- b** any loss in value;
- c** losses not reported to the police within 24 hours of being discovered; or
- d** loss or damage by items being confiscated or held by customs or other officials.

**We** will not pay more than the limit shown in the **schedule of insurance** for any one claim.

### Credit cards

**We** will pay for financial loss after unauthorised use of **credit cards** but not:

- a** unauthorised use by any **member of your family**;

- b** loss where **you** have not kept to the conditions the **credit card** was issued under;
- c** losses not reported to the police and the **credit card** provider within 24 hours of being discovered; or
- d** losses for which **you** have cover elsewhere.

### New acquisitions

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay

- a** up to 15% of the **buildings** sum insured; or
- b** up to £150,000,

whichever is the lowest, for loss or damage to fixtures and fittings, fitted furniture and appliances whilst kept in **your home** before being installed.

### Oil or metered water

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay up to £5,000 for the loss of metered oil or water from a fixed domestic water or heating installation, but not when **your home is unoccupied**.

### Preventative measures

**We** will pay costs of up to £2,500 which **you** incur with **our** prior agreement in taking measures to avoid or mitigate a covered loss provided that the terms and conditions of this section will apply as if loss or damage had occurred.

### Relatives in care

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay up to £10,000 for a covered loss to belongings owned by **your** parents or grandparents whilst in a nursing **home** or residential care **home** in which they are resident or staying as an inpatient. The maximum amount **we** will pay for one item is £2,500.

**We** will not be liable for loss or damage to **money**, hearing aids, **jewellery** and watches.

### Security Upgrades

With **our** agreement **we** will pay up to £500 for **you** to upgrade **your home** security system including locks, windows, alarms or CCTV following a covered loss settled by **us** where **your home** was entered by force.

No policy **excess** applies to this cover.

### Student possessions

Where **contents** cover is provided on **your schedule of insurance**, **we** will include contents belonging to a **family member** in full-time education in the United Kingdom whilst they are living and studying away from the **home**. **We** will pay for loss or damage up to a maximum amount of £15,000 for any one **occurrence**.

The maximum amount **we** will pay for one item is £2,500.

**We** will not cover loss of or damage to **contents** caused by or as a result of theft or attempted theft, whilst such items are left unattended unless kept in a securely locked room or other securely locked storage location and entry and/or exit has been by forcible and violent means.

### Temporary removal of fixtures and fittings

Where **buildings** cover is provided on **your schedule of insurance** **we** will pay up to £50,000 for the cost of the loss or damage to permanent fixtures and fittings of the **home** whilst removed to another building for repair, restoration, renovation or safekeeping for up to 60 days.

### Tenant's improvements

As tenant or leaseholder, **we** will pay up to £20,000 for **contents** at any **home** listed in **your schedule of insurance** for additions, alterations, fixtures, improvements and installations **you** own, if a covered loss under **contents** occurs.

### Title deeds

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay for the reasonable cost of preparing new title deeds to **your home** after loss or damage to them whilst in the **home** or **your bank** safe deposit.

### Trace and access

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay the cost of finding the source of the escape of water, oil or gas within the grounds of **your home** in the event oil, gas or water escapes from **your home** heating or water system. In addition, **we** will cover the cost of removing any part of **your home** necessary to repair **your** household heating or water system and any subsequent repairs including the source of the leak providing this is limited to a single valve, joint or pipe.

**We** will pay no more than £15,000 for any one claim.

### Trespass protection

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay the reasonable costs to restore the land within the grounds of **your home** following an unlawful trespass, to its pre-trespass condition.

The maximum amount **we** will pay for one occurrence is £10,000.

## 7 Exclusions to buildings and contents

The following exclusions apply to the buildings and contents sections of **your** policy. Please also refer to the General exclusions (page 6), and General conditions (page 8).

### What is not covered:

#### Act by particular people

Under the **home invasion** benefit, **we** do not cover any loss or damage caused by **you**, a **family member**, a family relative, an estranged spouse or former spouse of **you**, a family member or a family relative, or a domestic partner or former domestic partner of **you**, a **family member** or a family relative or any person acting on **your** or their behalf.

#### Animals, birds and fish

**We** do not cover any loss or damage to animals, birds or fish unless agreed by **us** in writing.

#### Business property

**We** do not cover **contents** owned by **you** that are held or used for any profession, **business** or employment, other than the cover **we** give **you** in the **business property** section under section A.4 Limits of liability.

#### Damage by pets

**We** do not cover any loss or damage caused by chewing, scratching, fouling, vomiting (except in the case of illness) or denting by pets.

#### Bicycles

**We** do not cover any loss or damage to bicycles left unattended away from the **home**, **outbuildings** or **your** garden unless locked to a fixed structure or in a locked building.

#### Erosion

**We** do not cover loss or damage from river or coastal erosion.

#### Lottery tickets

**We** do not cover any loss or damage to lottery tickets or winnings.

#### Motorised vehicles, aircraft and caravans

**We** do not cover any loss or damage to **motor vehicles**, **aircraft** or caravans including their equipment, keys, key-fobs, vehicle parts and accessories or any electronic

devices designed to be operated solely by power from the electrical system of that vehicle.

This exclusion does not apply to:

- garden equipment used for domestic purposes within the boundaries of the **home**; or
- vehicles used to assist a disabled person that does not require registration for the road.

For such vehicles the maximum amount **we** will pay is £5,000 unless otherwise stated on **your schedule of insurance**.

### Property let to Paying Guests, Tenants or Foreign Students

If **you** let **your home** or any part of it to paying guests, tenants or foreign students **we** do not cover:

- a** any loss or damage caused deliberately by the paying guests, tenants or foreign students.
- b** theft or attempted theft from the **home** unless force and violence are used to enter and/or leave the building.
- c** any loss of or damage to any property or personal effects of paying guests, tenants or foreign students.

### Structural movement

**We** do not cover any loss or damage caused to **your home** by bulging, expansion, shrinking or settling, including resultant cracking of foundations, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip.

**We** do not cover loss or damage to or resulting from the movement of solid floor slabs unless the foundations beneath the outside walls of **your home** are damaged at the same time by the same cause.

**We** do not cover loss or damage to trees, shrubs, plants or lawns as a result of the ground sinking unless **your home** is damaged at the same time and by the same cause.

### Subsidence, heave and landslip

**We** do not cover any loss or damage to land, patios, tennis courts, swimming pools, terraces, pavements, footpaths, driveways, bridges, walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave and landslip unless **your home** is damaged at the same time by the same cause.

### Swimming Pools

**We** do not cover:

- a** loss or damage caused by water suddenly leaking from swimming pools; or
- b** accidental damage to swimming pools other than damage caused by or resulting from fire, lightning, aircraft, explosion, earthquake, subterranean fire, riot, civil commotion, malicious persons, vandals, storm, tempest, flood, theft or impact by vehicles or animals.

### Unattended vehicles

**We** do not cover loss or damage to **contents, jewellery, valuables, money or credit cards** caused by theft from, in or on an unattended **motor vehicle** unless the windows are closed and all the doors and luggage compartments are locked and the items are hidden from view in a locked luggage compartment.

The maximum **we** will pay for a claim under all sections of this policy is £2,500 for any one **occurrence**.

### Unattended baggage

**We** do not cover loss or damage over £5,000 of or from any one bag or piece of luggage away from the **your home** and not in **your** custody.

### Watercraft

Any **watercraft** other than those described under section A.4 Limits of liability.

### Wind, storm and flood

**We** do not cover loss or damage to fences, hedges, gates (other than electric gates), piers, wharves or docks within the grounds of **your home** caused by wind, storm, flood or weight of snow unless the **home** is damaged at the same time by the same cause. However, **we** do cover loss or damage to any fence, gate, bulkhead, bridge, pier, wharf, or dock within the grounds of the **home** caused by falling trees, telegraph poles and lampposts.

# Section B: Valuables

## 1 Basis of cover

This section of **your** policy covers **you** against all risks of direct physical loss or damage to **valuables** at **your home** and while temporarily removed anywhere in the world for up to 60 consecutive days in any **period of insurance** unless otherwise stated in the policy or an exclusion applies.

All items with a value higher than the single item limit stated in **your schedule of insurance** must be specified under the policy.

## 2 How we will settle your claim

Payment for specified items (as listed in **your schedule of insurance**) and unspecified items:

### Total loss of specified items

For a covered loss to a **valuable** listed in **your schedule of insurance**, **we** will pay the amount required to replace the **valuable** if it is lost or damaged beyond repair. **You** can choose whether to replace the item through one of **our** suppliers, or to accept a cash settlement.

The most **we** will pay in total is the value specified on **your schedule of insurance**.

In the event of a total loss to a **valuable** listed in **your schedule of insurance**, no premium refund shall apply in respect of that specified article. If the lost or damaged article is replaced in the **schedule of insurance** by an additional **valuable**, an additional premium will be charged on a pro-rata basis.

### Partial loss of specified items

If only part of a **valuable** listed in **your schedule of insurance** is lost or damaged, **we** will pay either the amount to restore the **valuable** to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the **valuable** is less than its market value immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that **valuable**.

### Unspecified items

**We** will pay the amount required to replace or repair the **valuable**, whichever is less, without deduction or depreciation, for a covered loss to **valuables** not specified on **your schedule of insurance**. If after the restoration the market value of the **valuable** is less than its **market value** immediately before the loss, **we** will pay the difference.

**We** will not pay more than the single article limit as shown in **your schedule of insurance**.

## Inflation Protection

If **you** have any unspecified **valuables** **we** will index-link the amount shown on **your schedule of insurance**. **We** will use the retail price index or another appropriate index. **We** do not apply index-linking to **our** standard policy limits.

**We** will not make a charge for any inflation protection during the **period of insurance**, but each time **your** policy is renewed, **we** will re-calculate the premium on the adjusted sum insured.

## 3 Pairs, sets or parts

For a covered loss to a pair or set of **valuables**, **we** will either:

- a pay to repair or replace any part to restore the pair or set to its pre-loss condition. If as a result of the repair or replacement there is a loss in value, **we** will pay the difference between the **market value** before the loss and after the loss; or
- b pay the sum insured if specified on **your schedule of insurance**, or the **market value** if unspecified, for the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set,

whichever is less.

In no event shall payment exceed the sum insured for that pair or set or the unspecified single item limit as shown in **your schedule of insurance**.

## 4 Policy excess

### How your excess applies:

**You** must pay any **excess** shown in **your schedule of insurance**, unless **we** have said otherwise.

**We** will only deduct one **excess** per claim, which will be the higher of any **excesses** applicable, unless **we** have endorsed **your** policy to say otherwise.

## 5 Additional benefits

These covers are provided in addition to the sum insured shown on **your schedule of insurance** unless otherwise stated. **Your excess** applies to these covers unless otherwise stated.

### Market appreciation

If, at the time of loss, the **market value** of a specified item has increased beyond the sum insured on **your schedule of insurance**, **we** will pay up to 150% of the specified amount for that item.

**We** will only pay this provided **you** have had, and can submit to **us**, a valuation carried out on this item within the last two years. The value on **your schedule of insurance** at the time of the loss must reflect this valuation and the valuation must be from a professional valuer who is acceptable to **us**.

**Your valuables** sum insured has to be increased from the date of the validation or valuation and the full additional premium paid for this cover to operate.

If only part of the specified item is lost or damaged, **we** will pay either the full amount to restore the item to its condition immediately prior to the loss or to make up the difference between its **market value** before and after the loss. If after restoration, the actual value of the item is less than its **market value** before and after the loss, **we** will pay the difference. The maximum amount **we** will pay is 150% of the specified amount for that item.

#### New acquisitions

**We** will pay for loss or damage to **your** newly acquired **valuables** up to 25% of the category that the newly acquired item would be insured under provided **you** advise **us** within 60 days from the date of purchase and **you** pay the full additional premium from the date acquired. **We** reserve the right, at **our** discretion, not to insure the newly acquired valuables after the 60th day.

#### Jewellery in a bank or safety deposit

**We** will pay for loss or damage to the **jewellery** noted as in a bank or **safety** deposit on **your schedule of insurance**, whilst in or temporarily removed from the bank or safety deposit for a maximum of 30 days in any **period of insurance**. The most **we** will pay is £25,000 for any one claim.

## 6 Exclusions to valuables

The following exclusions apply to the **valuables** section of **your** policy. Please also refer to the General exclusions (page 6) and General conditions (page 8).

### What is not covered:

#### Business property

**We** do not cover **valuables** owned by **you** that are held or used for any profession, **business** or employment, unless specifically agreed by **us** and listed as a specified item on **your schedule**.

#### Collectibles

**We** do not cover any loss or damage to **collectibles** caused by fading, creasing, scratching, tearing, thinning, colour transfer, **mould**, water vapour, rust, rot, dampness or temperature extremes.

Any loss or damage to **collectibles** caused by them being worked on or handled.

The disappearance of an individual stamp that is insured as part of a collection of stamps unless it is mounted in a volume and the page is also lost.

#### Breakage of porcelain, glass or other fragile ornaments

**We** do not pay more than £1,500 for accidental breakage of porcelain, glass or other fragile ornaments unless contained in a cabinet.

**We** do not cover damage to such items caused by cleaning or dusting.

#### Damage by pets

**We** do not cover any loss or damage caused by chewing, scratching, fouling, vomiting (except in the case of illness) or denting by pets.

#### Unattended Baggage

**We** do not cover loss or damage over £5,000 of or from any one bag or piece of luggage away from the **home** that **you** are not personally looking after.

#### Unattended vehicles

**We** do not cover loss or damage to **valuables** caused by theft from, in or on an unattended **motor vehicle** unless the windows are closed and all the doors and luggage compartments are locked and the items are hidden from view in a locked luggage compartment.

The maximum **we** will pay for a claim under all sections of this policy is £2,500 for any one **occurrence**.

# Section C: Liabilities

## 1 Basis of cover

Your legal liability to pay **damages**, claimants costs and expenses for:

- accidental **bodily injury** or illness; or
- accidental loss of property or **property damage**,

occurring during the **period of insurance** and incurred by **you** in a personal capacity anywhere in the United Kingdom or during a temporary visit elsewhere in the world.

There is no **excess** applicable to any claim under the **your liabilities** section.

## 2 How we will settle your claim

### Liability limit

The liability covers apply separately to each of **you** against whom a claim is made or a lawsuit is brought but in the end **we** will not pay more than the liability limits, regardless of how many claims, homes or people are involved in the **occurrence**.

### Defence cover

**We** will pay legal defence costs and legal expenses **you** incur with **our** prior written consent. In jurisdictions where **we** may be prevented from defending **you** for a covered loss, **we** will pay only those legal defence expenses incurred with **our** written consent for **your** defence. **Our** duty to defend any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in **damages** for that **occurrence** equals the liability shown against each benefit. Payments made as defence cover, except a settlement payment, are in addition to the maximum amount **we** will pay for any one claim.

Where **buildings** cover is provided on **your schedule of insurance** for the relevant **home**, **we** will provide **you** with the following benefits:

### Property owner's liability

For **you** as the owner but not as occupier of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence** is £5,000,000.

In the event of **your** death **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured under this section.

### Defective premises liability

**We** will pay **damages** that **you** are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any private **home** which **you** previously owned or occupied and for which no other insurance covers the liability.

If **you** cancel this section of the policy, the cover provided will continue for a period of seven years in respect of any **home** insured by this section before cancellation, provided no other policy covers this liability.

The maximum amount **we** will pay for any one claim or claims arising from the one **occurrence** is £5,000,000.

Where **contents** cover is provided on **your schedule of insurance** for the relevant **home**, **we** will provide **you** with the following benefits:

### Occupier's and personal liability

For **you** as the occupier but not as owner of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence**, is £5,000,000.

In the event of **your** death **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured under this section.

### Tenant's liability

As tenant of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence**, is £2,000,000.

Under this benefit, **we** will pay **damages** that **you** become legally liable to pay as tenant following loss or damage to:

- the **home** and landlord's fixtures and fittings;
- accidental breakage of glass and sanitary-ware forming part of the **home**; or
- accidental damage to cables and underground pipes providing services to or from the **home**, septic tanks, cess pits and drain inspection covers.

## 3 Additional benefits

### Credit cards, forgery and counterfeiting

**We** will pay up to £25,000 for any amount **you** are legally obligated to pay resulting from:

- the theft or loss of a bank card or **credit card** issued in **your** or a **family members'** name provided the terms and conditions under which the **credit card** was issued have been followed;
- loss caused by forgery or alteration of any cheque or negotiable document; or
- loss caused by accepting in good faith any counterfeit paper currency,

but excluding losses for which **you** have cover elsewhere.

At **our** option, **we** may defend a claim or suit against **you** or a **family member** for forgery, counterfeiting or for loss or theft of a bank card or **credit card**. These payments are in addition to any other insurance cover in force and are in addition to damages and legal costs.

### Directors' or officers' liability

We will pay **damages** up to £5,000,000 for which **you** are legally liable arising out of any voluntary work as a director or officer for an organised charity registered in the UK.

### Domestic staff liability

We will pay **damages** up to £10,000,000 for which **you** are legally liable resulting in bodily injury or damage to property of any domestic staff. The **occurrence** must arise from the work the person is employed to do for **you**, as a member of **your domestic staff**.

## 4 Liability conditions

These liability conditions, as well as the General conditions on page 8, apply to the Liability section of **your** policy.

### Duties after a loss

If an **occurrence** which may be covered by the liabilities section arises, **you** must perform the following duties for cover to apply:

- notify **us** or, in the event of **you** suspecting any potential loss under the **credit card** forgery and counterfeiting section, any credit card, bank card or other card issuing company as well, immediately.
- **you** must notify **us** of any potential claim under the directors' or officer's liability section within ninety days of the commencement of the event giving rise to the claim.
- provide **us** with all available information including records and documentation that may help **us** in preparing a defence.
- co-operate with us fully in any legal defence by helping **us**:
  - a to make settlement;
  - b to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**;
  - c to attend hearings and any trials; and
  - d to secure and provide evidence and obtain the attendance of witnesses.

## 5 Exclusions to liability

Please also refer to the General policy exclusions on page 6, the General policy conditions on page 8 and the above Liability conditions (Duties after a loss).

### What is not covered:

This policy does not provide cover for liability, defence costs or any other cost or expense for:

#### Aircraft, model aircraft and drones

We do not cover **personal injury** or **property damage** arising out of **you** owning, keeping or using any **aircraft, drone** or model aircraft.

#### Business activities

We do not cover **personal injury** or **property damage** arising out of a **business** activity or any activity intended to generate a profit carried out by **you**. We do cover **personal injury** or **property damages** arising out of a **home we** insure for **you** being let out, as long as **you** have informed **us** prior to the loss.

#### Care, custody and control

We do not cover **property damage** to property owned by **you**, or which is in **your** custody, care or control.

#### Caravans

We do not cover **bodily injury** or **property damages** arising out of the ownership, possession or use of any caravan.

#### Communicable disease

We do not cover **bodily injury** arising directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by **you** to anyone. We do not cover and will not pay any **damages** for any threat or exposure or any consequences arising from that illness, sickness or disease.

#### Contractual liability

We do not cover **bodily injury** or **property damage** arising from contracts or agreements, whether written or unwritten, which imposes a liability which would not have existed without the contract of agreement.

#### Dangerous dogs

We do not cover any loss or damage which **you** may be held liable for in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

### Defective premises liability

We do not cover:

- a building work at any **home** not in the UK;
- b injury or damage occurring before disposal of the **home**; or
- c liability to put right defective work for which **you** are otherwise insured and which is assumed under contract or agreement which would not otherwise attach.

### Discrimination

We do not cover **bodily injury** arising out of actual, alleged or threatened discrimination or harassment due to age, sex, race, creed, national origin, handicapped status, sexual preference or any other discrimination.

### Domestic staff liability

We do not cover any **damages you** are legally liable to pay to any **domestic staff** following any judgement or award given or made outside the courts of the United Kingdom or a member of the European Union.

### Insured persons

We do not cover **bodily injury** to **you** or **your family members** under this policy.

### Intentional acts

We do not cover **property damage** or **bodily injury** resulting from any criminal, intentional, wilful or malicious act or omission by **you**. We also will not cover claims for acts or omissions by **you** which are intended to result in, or would be expected by a reasonable person, to cause **property damage** or **bodily injury**. This exclusion applies even in the event the injury or damage is of a different kind of degree or is sustained by a different person than expected or intended but does not apply to **bodily injury** if **you** or a **family member** acted with reasonable force to protect any person or property.

### Libel, slander or defamation

We do not cover any **damages** arising from libel, slander or defamation.

### Motorised land vehicles

We do not cover **bodily injury** or **property damage** arising from the ownership, maintenance, use, operation, loading or unloading of any **motor vehicles**, including their equipment, vehicle parts and accessories.

This exclusion does not apply to motor vehicles that are:

- garden equipment used for domestic purposes within the boundaries of the **home**; or
- vehicles used to assist a disabled person that does not require registration for the road.

### Professional services

We do not cover **personal injury** or **property damage** arising out of **you** or a **family member** performing or failing to perform professional services for which **you** or a **family member** is legally responsible or licensed.

### Property in your care

We do not cover **property damage** to property belonging to, or held in trust by, or in the custody or control of **you**, any **family member** or **domestic staff**.

### Punitive damages

We do not cover **your** liability for punitive fines, penalties or damages.

### Watercraft

We do not cover **bodily injury** or **property damage** arising from the ownership, maintenance, use, operation, loading or unloading of any **watercraft** apart from sailboards, surfboards, windsurfers or those solely propelled by oars or paddles which are hand or foot operated.

### Weapons or firearms

We do not cover **bodily injury** or **property damage** arising from the ownership, possession or use of any guns, rifles or weapons of any description or any ammunition.

### Wind-powered land vehicles

We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any wind-powered land vehicle.

# Section D: Leisure and lifestyle protection

## 1 Basis of cover

The following additional benefits apply when **contents** cover is shown on **your schedule of insurance**.

### Sports club and private member's club membership fees cover

The definitions of the following words are in addition to, or may replace those shown on pages 3 to 5. In this section only, the words below will have the following meanings;

**Accident** – An event caused suddenly by external means, which results in **bodily injury**, which is not expected and not deliberate, excluding accident as a result of:

- a any professional sport or activity;
- b active service in any armed force;
- c alcohol or drugs taken by **you** (apart from drugs taken under medical supervision, but not for treating drug addiction);
- d racing of any kind;
- e scuba diving, white-water rafting, hang-gliding, paragliding, parasailing, parachuting, sky-diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, bungee jumping and any similar activities; or
- f flying (unless travelling as a fare-paying passenger).

**Bodily Injury** – Injury caused by accidental means which, within twenty-four hours of the **accident**, results solely in **you** being unable to play the sport **you** normally play, but not:

- a sickness;
- b disease;
- c naturally occurring condition; or
- d any medical disorder.

**Sports club** – Membership of a gymnasium or club where **you** have paid a fee to actively participate in a sport.

**Private member's club** – Membership of a club where **you** have paid a fee to join and which is part of The Association of London Clubs.

### How we will settle your claim

For any one claim, **we** will decide to either:

- a pay any benefit due at the end of the period of disablement; or
- b pay any benefit due at the end of one year's membership.

It is a condition of cover that **you** must submit written advice from **your** doctor confirming the period **you** were disabled and that **you** were totally unable to play the sport to which the membership fees relate to.

**You** must provide written evidence that **your** membership fees have been paid.

### Membership fees

**We** will pay an amount equal to 1/30th of the monthly **sports club** or **private member's club** membership fee (or 1/365th of the annual fee) for each day of disablement if **you** are unable to use any of the facilities for which **you** have paid a membership fee as a result of an **accident** occurring during the **period of insurance**.

The most **we** will pay for any one **sports club** or **private member's club** membership is £1,000 or one year's membership fee, whichever is the lesser amount.

### Golf cover

**We** provide cover for the following additional expenses **you** incur whilst playing golf or participating in activities at a golf club anywhere in the world unless otherwise stated or an exclusion applies:

- any property damage to another person's property caused by **you** playing golf, irrespective of legal liability. The most **we** will pay is £2,000,000 for any one claim.
- **we** will pay up to £500 in the **event** of **you** achieving a hole in one during an official competition round. This amount is increased to £750 if **you** achieve a hole in one whilst playing in an official competition away from **your** designated club. The score card and certificate from **your** club or competition secretary where the hole in one took place must be submitted in the **event** of a claim and evidence of **your** club membership (handicap certificate) provided if required by **us**.

In the **event** of payment for a hole in one becoming due, **we** will offer to make the payment towards a charity of **your** choice rather than directly to **you**, at **your** discretion.

## 2 Exclusions to leisure and lifestyle

The following exclusions apply to the Leisure and lifestyle section of **your** policy.

Please also refer to the General exclusions (page 6), General conditions (page 8).

### What is not covered:

**We** will not pay for any loss or damage caused by a civil authority.

**We** will not be liable for **sports club** or **private member's** club membership fees:

- for the first 21 days of disablement;
- if **you** cancel **your** subscription;
- if **you** are over the age of 75 years; or
- refunded by or not required to be paid to **your** club or establishment.

# Important information about your policy

## Your right to cancel

If, after buying **your** policy, **you** decide that the cover does not meet **your** needs, please call **us** to cancel **your** policy, within 14 days of receiving your policy documents or the start date of the policy (whichever is later). **We** will refund any premium you have paid in accordance with the **Cancellation by you** condition in the **General conditions** section of this policy.

## How to make a claim

To make a claim, please refer to the section **Making a claim on your Castle Household Protect Plus** on page 2 of this policy booklet.

## Data Protection

At NIG we are aware of the trust **you** place in us when you buy our products and our responsibility to protect your information.

Please ensure you have read our Privacy Statement, which is provided under separate cover and describes who we are, why we need to collect your information and how we will use it. We will also tell you who we share our information with and how we use it to improve the service we provide to our customers.

For further information on our privacy policy please visit [www.nig.com/privacy](http://www.nig.com/privacy).

## How to make a complaint

If you have an enquiry or complaint arising from your policy, please contact the broker, intermediary or agent who arranged the policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court,  
Westmoreland Road,  
Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

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

Telephone: **0800 023 4567** or **0300 123 9123**

## Details about our regulator

NIG policies are underwritten by U K Insurance Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810.

## Financial Conduct Authority

- Go to [www.fca.org.uk](http://www.fca.org.uk) (the website includes a register of all regulated firms).
- Call **0800 111 6768**.

## Prudential Regulation Authority

- Go to [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)
- Call **020 7601 4878**.

## The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at [www.fscs.org.uk](http://www.fscs.org.uk). U K Insurance Limited is a member of this scheme.

**Whoever you are contacting, please always quote your policy number as it will help your enquiry or complaint to be dealt with promptly.**

