

STERLING OVERSEAS PROPERTY
POLICY WORDING
FOR
MAIN RESIDENCES OVERSEAS
HOLIDAY HOMES OVERSEAS
UK/OVERSEAS HOMES COMBINED

INDEX

Your overseas property insurance policy	4
Cancelling this insurance	5
Your total peace of mind	5
Our service commitment to you	6
Definitions	7
General Conditions	10
Exclusions	11
How to Make a Claim under this insurance	13
Buildings section	15
Buildings section - Additional covers	17
Buildings section - Accidental damage	20
Contents section	22
Contents section - Additional covers	24
Contents section - Accidental damage	26
Legal liability to the public	28
Accidents to domestic staff	30
Freezer contents	31
Additional money and credit cards	31
Emergency travel expenses	31
Pedal cycles	32
Loss of electrical supply sold back to the grid	32
Valuables and personal possessions	33

YOUR OVERSEAS PROPERTY INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule of cover** during the **period of insurance** for which **you** have paid and **we** have accepted **your** premium.

Please read all the documents carefully to make sure they meet your requirements.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions on page 7. It has been issued in accordance with the authorisation granted to **Insure My Villa** by the **insurer** under the contract reference number shown in the **schedule of cover** and is based on the information provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important notice below)

This policy wording, along with the **schedule of cover**, any endorsement(s) and the statement of fact should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 10, 11 and 12. It is important that **you** read them carefully, as they apply at all times.

* Important Notice - Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information given to us, either orally, electronically or in writing, by you or anyone acting on your behalf. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A copy of the information provided to us is contained within the statement of fact attached to the schedule of cover. If you agree that the information is correct then please sign and date the statement of fact and retain for your records. Should the information be incorrect or missing then please contact Insure My Villa or your insurance broker as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by us or it may result in us being unable to continue this insurance and having to cancel this policy.

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

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

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We
 will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of this insurance. We may apply these amended terms as if they were already
 in place;
- charge you more for your insurance and reduce the amount we pay on a claim in proportion to the premium you have paid; or
- cancel your policy in accordance with the cancellation condition as set out in this policy.

Insure My Villa or **your** insurance broker will write to **you** if **we**:

- intend to treat this insurance as if never existed; or
- need to amend the terms of this insurance;
- require you to pay more for this insurance; or
- intend to cancel your policy.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying the insurance broker who sold **you** this insurance, or **Insure My Villa**.

This insurance has a cooling off period of 14 days' from either:

- The date you receive your insurance documentation, or
- The start of the period of insurance

whichever is the later, providing **you** have not made any claims **we** will refund the premium in full but not any credit card fees paid when **you** paid **Insure My Villa** the premium.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice or 14 days' notice via **your** insurance broker. As long as no claims have been made or reported during the **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the **period of insurance**.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal address or via **your** insurance broker. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis. **We** will only do this for a valid reason (examples of valid reasons are but not limited to):

- non payment of premium, including any direct debit or premium finance instalment;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request;
- threatening or abusive behaviour or the use of threatening or abusive language.

ADMINISTRATION CHARGES

Insure My Villa charge a small administration fee for arranging and amending policies. Information of these charges can be found within **our** Terms and Conditions at www.insuremyvilla.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

YOUR TOTAL PEACE OF MIND

Lloyd's insurers and **Insure My Villa** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer or **Insure My Villa** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St.Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

DATA PROTECTION

It is understood by **you** that any information provided to **us** or **Insure My Villa** regarding **you** will be processed by **us** and **Insure My Villa** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to third parties.

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is English law.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in English Courts.

OUR SERVICE COMMITMENT TO YOU

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

If **you** have any questions or concerns about **your** policy, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Insure My Villa**.

Insure My Villa 30-34 Hounds Gate Nottingham NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

Email: Enquiries@insuremyvilla.com

claims@insuremyvilla.com complaints@inuremyvilla.com

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Team at Lloyd's. The contact details are:-

Complaints Team

Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Tel: 0207 327 5693 Fax: 0207 327 5225

Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

Should a complaint be received regarding companies other than **us** or **Insure My Villa** and **we** are unable to provide a response, **we** will inform **you** of this and provided details of how **you** can progress **your** complaint.

This complaints procedure is without prejudice and does not affect **your** right to take legal action.

DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage

physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury

physical injury including accidental death, disease or illness.

Buildings

- the main structure of the **property** and its permanently fitted fixtures and fittings
- its domestic outbuildings and private garage(s)
- tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts and railings
- permanently installed swimming pools, hot tubs and jacuzzi's
- permanently fitted central heating/fuel tanks, septic tanks and cesspits
- permanently fitted solar panels
- permanently fitted flooring, but not carpets

All within the **premises** named in the **schedule of cover** which **you** own or for which **you** are legally liable.

Contents

- household goods and personal belongings, within the property, which you
 own or are legally liable for up to 10% of the sum insured for contents for
 any one item unless insured separately and shown in the schedule of cover
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fitting and masts which are attached to the property
- **contents** within locked garages, sheds, greenhouses or other domestic outbuildings at the **premises**, up to £500 in total unless shown separately in the **schedule of cover**
- **contents** in the open at the **premises**, up to £500 in total unless shown separately in the **schedule of cover**
- money, if the premises are your main residence, up to £250 in total unless shown separately in the schedule of cover
- stamps and coins forming part of a collection, if the premises are your main residence, up to £500 in total unless shown separately in the schedule of cover
- deeds, registered bonds and other personal documents, if the premises are your main residence, up to £500 in total unless shown separately in the schedule of cover
- metered water or domestic oil in a fixed oil tank up to £500 which you
 have paid for and are legally liable for
- pedal cycles, if the premises are your main residence, kept in a locked and secure building at the premises, up to £500 in total unless shown separately in the schedule of cover
- gold, silver, gold and silver plated items, pictures, jade, jewellery and furs but limited to:
 - i) 25% of the **contents** sum insured
 - ii) 10% of the **contents** sum insured for any one item, pair or set unless shown separately in the **schedule of cover**
- carpets but not permanently fitted flooring

Contents are not

- motor vehicles (other than domestic garden machinery), caravans, aircraft, trailers or watercraft or their accessories
- any living creature
- any part of the buildings, decorations or permanent fixtures and fittings at the property
- any item(s) insured under any other insurance.

Europe

'Europe' will include:

- all Mediterranean Islands
- all countries with a Mediterranean shoreline that are members of the European Union
- the Canary Islands
- Madeira.

Excess

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

Heave

upward and/or lateral movement of the site on which **your property** stands caused by swelling of the ground.

Holiday home

where the **premises** are used by **you**, **your** family or non-paying friends on a regular basis throughout the year.

Holiday home let

where the **premises** are let to any third party as holiday accommodation, other than **your** family and non-paying friends.

Insure My Villa

the company who have been authorised by the **insurer**, under a delegated authority, to transact insurance business on their behalf. **Insure My Villa** is a trading name of Insure My Villa Ltd which is an appointed representative of Vasek Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309354.

Insurer

this insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom. Both the Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority.

Please note that correspondence should not be directed to the above address, but must always go through the insurance broker who sold **you** this insurance or **Insure My Villa**.

Landslip

downward movement of sloping ground.

Main residence

where the **premises** is **your** primary home in the country where it is located and lived in by either **you** or **your** family on a permanent basis.

Money

cash, currency, bank notes, negotiable documents or coins or stamps not forming part of a coin or stamp collection.

Period of insurance

the length of time for which this insurance is in force, as shown in the **schedule of cover**.

Permanent let

where the **premises** are let to any working or retired tenant on a long term basis and used as their permanent home.

Premises

the risk address as named in the schedule of cover.

Property the private residential **premises** built of brick, stone or concrete and roofed

with slates, tiles, metal, asbestos or concrete (being standard construction), as shown in the **schedule of cover**, unless shown differently in the **schedule of**

cover.

Schedule of cover the printed document containing details of **you**, the **premises**, the sums

insured, the **period of insurance**, the **excess**, the **insurer** and any special

terms which may apply.

Settlement downward movement of the site on which **your property** stands as a result

of soil being compressed by the weight of the **property** within ten years of

construction.

Solar panels photovoltaic modules, panels or systems professionally installed at the

property for the purpose of generating an electrical supply.

Subsidence downward movement of the site on which **your property** stands by a cause

other than weight of the **property** itself.

Unoccupied not having been lived in overnight, unless you have disclosed to us that the

premises is **your main residence** and it is stated as such in the **schedule of cover**, in which case **unoccupied** is when the **premises** have not been lived

in for thirty consecutive nights.

we/us/our the insurer.

you/your the person(s) named in the schedule of cover, and all members of their

family who permanently live with them.

United Kingdom the '**United Kingdom**' will include England, Wales, Scotland, Northern Island,

the Isle of Man and the Channel Islands, and journeys between these countries.

GENERAL CONDITIONS, EXCLUSIONS AND CLAUSES WHICH APPLY TO THE WHOLE OF THIS INSURANCE POLICY

General Conditions

- A) i) you must ensure that all protections provided for the security of the premises, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the period of insurance, and are in full and effective operation and in use when there is no-one at the premises,
 - ii) where there is a statutory or regulatory requirement for the **premises** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,
 - if you fail to comply with any part of this condition your claim will be void and not paid.
- B) **you** must ensure that the **premises** are adequately protected and secure at all times, when the **property** is **unoccupied**. If **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,
- C) if the premises are a holiday home let or permanently tenanted then it is a condition precedent to our liability that you comply with all regulations and statutory conditions regarding the letting of the premises in the country where the premises are situated. If you fail to comply with this condition precedent then this policy will be void,
- D) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **premises** in a good state of repair, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- E) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, please refer to the **Insure My Villa** website www.insuremyvilla.com or the "How to make a claim under this insurance" section of this policy for more information regarding claims and **your** duties,
- F) if any premium has not been paid by the payment due date at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- G) **you** must notify **us** before any alterations, extensions or renovations take place at the **premises**, if **you** fail to comply with any part of this condition **your** claim may be void and not paid or not paid in full.

EXCLUSIONS

We will not cover:

- A) 1) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
 - 2) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority,
- C) loss or damage resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets,
- D) any damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**,
- E) loss or damage, if the **premises** are situated in the **United Kingdom**, caused directly or indirectly to by or from any felt roof at the **premises** unless the felt roof has been fully replaced or renewed in the last 12 years,
- F) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,
- G) any loss or damage occurring before cover commenced,
- H) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**,
- the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design, when damage occurs within a clearly identifiable area or to a specific part,
- J) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,
- K) any loss or damage caused by or in part through misuse, poor maintenance or wear and tear at the **premises**,
- L) loss or damage caused by faulty workmanship, general maintenance or anything that happens gradually at the **premises**,

M) Electronic data exclusion clause

We will not cover

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Or any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

N) Biological and chemical contamination exclusion clause

We will not cover

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Or any legal liability of whatsoever nature,
- 3) Death or injury to any person,

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- Terrorism: and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

O) The Contracts (rights of Third Parties) Act 1999 Clarification Clause

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

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Insure My Villa** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on **our** website by submitting an electronic claim form or by downloading a claim form to email or post back to **us**, **we** can also post one out to **you** if required. Alternatively **your** broker will be able to assist **you** in making a claim.

Insure My Villa Claims Department 30-34 Hounds Gate Nottingham NG1 7AB

Tel: + 44 (0) 115 950 5052 Fax: + 44 (0) 115 950 5053 Email: claims@insuremyvilla.com Website: www.insuremyvilla.com

At the time of making a claim, we will require you to provide:-

- The policy number stated on your schedule of cover;
- Details of the claim.

We may require you to provide:-

- Documentation to support your claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to your claim.

We may need to arrange an inspection of your premises by a loss adjuster who will make sure that your claim is settled fairly and satisfactorily, this will be at our expense. We or our representatives will be entitled to enter the premises or any building where any loss or damage has occurred and deal with the claim,

Your Duties

In the event of a claim or possible claim under this insurance

- 1) **you** must provide the Claims Department with any other information they require within 30 days of their request.
- 2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
- you must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
- 5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 6) **you** must take all reasonable care to limit any loss, damage or injury
- 7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
- 8) **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in your name.
- take any action we consider necessary to enforce your rights or our rights under this insurance.

2. Other insurance

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

3. Fraudulent claims

you must not act in a fraudulent manner.

If you or anyone acting with you or on your behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by your wilful act or connivance then:-
- we shall not pay the claim
- we shall not pay any other claim which has been or will be made under the insurance
- we may at our option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- we shall not return any premium
- we may inform the Police of the circumstances

BUILDINGS SECTION

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

We cover loss or damage directly caused by insured events 1-11 to the **buildings** at the **premises**.

INSURED EVENTS

WHAT IS COVERED WHAT IS NOT COVERED

WHAI IS COVERED		WHAI IS NOT COVERED
	insurance covers the buildings for loss or nage directly caused by	We will not pay
la.	Fire, lightning or explosion and smoke damage caused by these perils	
1b.	earthquake	
2.	Storm, flood, avalanche or weight of snow	 a) for loss or damage caused by subsidence, landslip or heave other than as covered under Insured Event 11 of this section b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, jacuzzi's, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings
3.	Escape of water from any fixed appliance, pipe or tank	
4.	Escape of oil from any fixed appliance, pipe or tank	
5.	Theft or attempted theft	for loss or damage while the premises are lent, let or sublet unless caused by forcible and/or violent entry to or exit from the premises
6.	Riot	
7.	Malicious damage or terrorism	
8.	Collision with the property by aircraft, animals or vehicles	
9.	Falling trees or branches, lampposts or telegraph poles	for loss or damage caused by trees being cut down or cut back at the premises
10.	Breakage or collapse of satellite television receiving equipment or television and radio aerials	

WHAT IS COVERED

This insurance covers the buildings for loss or damage directly caused by	We will not pay
11. Subsidence, landslip or heave of the site on which the buildings stand	a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzi's, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the premises is also affected at the same time and by the same event
	b) for loss or damage caused by coastal or river erosion
	c) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
	d) for loss or damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or faulty workmanship
	e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
	f) for loss or damage to solid floors unless the walls of the property are damaged at the same time and by the same event
	g) for loss or damage if the premises are situated outside of the United Kingdom
	h) the first £1,000 of each claim, unless shown differently in the schedule of cover

ADDITIONAL COVERS

WHAT IS COVERED WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
 12. Accidental damage the cost of repairing accidental damage to fixed glass and double glazing (including the cost of replacing frames) mirrors solar panels sanitary ware ceramic hobs all forming part of the buildings 	
 13. Underground services the cost of repairing accidental damage caused by external and visible means from a single identifiable event to domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks blocked sewers including the cost of braking into them and making necessary repairs underground gas pipes underground cables serving the premises and which you are legally liable for 	any amount over £500 in total if the premises are situated outside of the United Kingdom
 14. Loss of rent or alternative accommodation if the premises become uninhabitable following loss or damage which is covered by an Insured Event for i) the amount of rent due to be paid to you which is lost, if the premises are a holiday home let, or ii) the reasonable cost of similar accommodation for you, if the premises are your main residence, or iii) the reasonable cost of similar accommodation for you, if the premises are your holiday home, for a planned stay or holiday, and iv) the amount of ground rent payable by you but only in respect of the period necessary to repair the premises 	 any amount over 100% of the sum insured for buildings in total, if the premises are situated in the United Kingdom, or any amount over 20% of the sum insured for buildings in total, if the premises are situated outside the United Kingdom

ADDITIONAL COVERS

WHAT IS COVERED		WHAT IS NOT COVERED
This	section of the insurance also covers	We will not pay
15.	Trace and Access if the buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation at the property, we will pay for the cost of removing and replacing any other parts of the buildings necessary to find and repair the source of the leak and making good	any amount over 10% of the sum insured for buildings in total
16.	 Additional expenses any necessary expenses you may incur following loss or damage which is covered by an Insured Event for architects', surveyors', consulting/structural engineers and legal fees the cost or removing debris, demolition, shoring or propping up and making the premises safe the costs you have to pay in order to comply with any Government or local authority requirements 	any expenses or fees for preparing a claim or an estimate of loss or damage any costs if Government or local authority requirements have been served on you before the loss or damage
17.	Replacement locks the necessary costs you may incur in replacing the locks to external doors at the premises (including final exit doors for individual flats or apartments) following i) theft of keys from your place of business or your own private home or the private home of your employee, or ii) theft of keys from the insured premises, or iii) theft of keys following mugging against, you, your employee or your guests or tenant(s) iv) loss of keys by you, your employee or your guests or tenant(s)	any amount over £1,000 in total
18.	Landscaped gardens the necessary costs you may incur for repairing or replacing the gardens at the premises back to their original condition following loss or damage which is covered by an Insured Event or damage caused by the Emergency Services attending the premises	any amount over £2,500 in total

ADDITIONAL COVERS

WHAT IS COVERED WHAT IS NOT COVERED

This section of the insurance also covers		We will not pay
19.	Fire extinguisher expenses the necessary costs you may incur in replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks at the premises following loss or damage which is covered by an Insured Event	any amount over £1,000 in total
20.	Emergency access expenses the necessary costs you may incur for repairing the property following damage caused to the premises by any of the Emergency Services in gaining entry to the premises to deal with a medical emergency or to prevent damage to the premises	any amount over £2,500 in total
21.	Closed circuit television systems the necessary costs you may incur in repairing or replacing closed circuit television systems at the premises following accidental damage or loss or damage covered under this section of the policy	any amount over £2,500 in total
22.	 Electrical power surge the costs of loss or damage caused by electricity, to the fixtures and fittings of the buildings following an electrical power surge short-circuiting to electrical parts of any fixed apparatus and/or their accessories forming part of the buildings following an electrical power surge abnormal electrical currents or spontaneous combustion of the buildings or any fixed apparatus and/or their accessories forming part of the buildings following an electrical power surge 	a) where any apparatus has been used contrary to the manufacturers instructions b) any amount over £1,500 per incident and £4,500 in total
23.	Index linking your buildings sum insured against inflation so your buildings sum insured will be indexed each month by us in line with The House Rebuilding Cost index issued by the Royal Institution of Chartered Surveyors we will not charge you any premium for this monthly increase, but at each renewal we will calculate the premium using the new sum insured for your added protection should the index fall we will not reduce the sum insured	

ACCIDENTAL DAMAGE COVER TO THE BUILDINGS

The following cover applies only if the **schedule of cover** shows that **accidental damage** to the **buildings** is included.

WHAT IS COVERED

WHAI IS COVERED	WHAI IS NOT COVERED
This extension covers	We will not pay
Accidental damage to the buildings	a) for damage that we specifically exclude elsewhere under the buildings section
	b) for damage caused by the buildings moving, settling, shrinking, collapsing or cracking
	c) for damage while the premises are being altered, refurbished or extended
	d) for damage to outbuildings or garages that are not built of brick, stone or concrete or roofed with slates, tiles, metal, asbestos, asphalt or concrete
	e) for damage arising from faulty design, specification or materials
	f) for damage caused by mechanical or electrical faults or breakdown
	g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
	h) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
	i) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

How we deal with your claim

- 1. If **your** claim for loss or damage is covered under the **buildings** section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

But not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.

- 2. If **we** have agreed with **you** that the **buildings** will not be repaired, replaced or reinstated following loss or damage **we** will agree a cash settlement with **you** and may deduct an amount for wear and tear.
- 3. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.

Your sum insured

- 4. **We** will not reduce the sum insured under the **buildings** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 5. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, then **we** will only pay one half of the whole cost of **your** claim.

This settlement basis applies to the whole of the **buildings** section.

CONTENTS SECTION

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

We cover loss or damage directly caused by insured events 1 – 11 to the contents at the premises.

INSURED EVENTS

WHAT IS COVERED WHAT IS NOT COVERED

WHAT IO GOVERED		
This insurance covers the contents for loss or damage directly caused by		We will not pay
1a.	Fire, lightning or explosion and smoke damage caused by these perils	
1b.	earthquake	
2.	Storm, flood, avalanche or weight of snow	for loss or damage to contents in the open
3.	Escape of water from any fixed appliance, pipe or tank	
4.	Escape of oil from any fixed appliance, pipe or tank	
5.	Theft or attempted theft	for loss or damage while the premises are lent, let or sublet unless caused by forcible and/or violent entry to or exit from the premises
6.	Riots	
7.	Malicious damage or terrorism	
8.	Collision with the property by aircraft, animals or vehicles	
9.	Falling trees or branches, lampposts or telegraph poles	for loss or damage caused by trees being cut down or cut back at the premises
10.	Breakage or collapse of satellite television receiving equipment or television and radio aerials	

WHAT IS COVERED

This insurance covers the contents for loss or damage directly caused by	We will not pay
11. Subsidence, landslip or heave of the site on which the buildings stand	a) for loss or damage caused by coastal or river erosion
	b) for loss or damage whilst the premises are undergoing any structural repairs, alterations or extensions
	c) for loss or damage arising from defective design, faulty materials or faulty workmanship
	d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
	e) for loss or damage following damage to solid floors unless the walls of the property are damaged at the same time and by the same event
	f) for loss or damage if the premises are situated outside of the United Kingdom

ADDITIONAL COVERS

WHAT IS COVERED WHAT IS NOT COVERED This section of the insurance also covers **We** will not pay 12. Accidental damage loss or damage caused by cleaning, maintaining, adjusting, repairing, dismantling, the cost of repairing accidental damage to or misusing the item televisions and satellite decoders for records, compact discs, computer disks, b) • audio, video and DVD equipment cassettes, tapes or DVDs radios for mechanical or electrical faults or C) home computers and laptops breakdown loss or damage caused by computer viruses d) e) loss or damage caused from light, or atmospheric or climatic conditions loss or damage caused by scratching or f) denting 13. Accidental breakage or the cost of repairing, removing or replacing frames the cost of repairing accidental damage breakage of fixed glass and double glazing sanitary ware forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for mirrors glass tops and fixed glass in furniture ceramic hobs 14. Loss of rent or alternative accommodation any amount over 20% of the sum insured for contents in total if the **premises** become uninhabitable following loss or damage which is covered by an Insured Event for i) the amount of rent due to be paid to **you** which is lost, if the **premises** are a **holiday** home let, or ii) the reasonable cost of similar accommodation for you, if the premises are your main residence, or iii) the reasonable cost of similar accommodation for you, if the premises are your holiday home, for a planned stay or holiday but only in respect of the period necessary to repair the **premises**

ADDITIONAL COVERS

WHAT IS COVERED

This section of the insurance also covers We will not pay 15. Electrical power surge for damage to records, tapes, films, cassettes, a) discs, cartridges, styli or computer software the costs of loss or damage caused by where any appliance has been used contrary b) • short-circuiting to appliances or electrical to the manufacturers instructions parts of any appliance and/or their accessories following an electrical power any amount over £1,500 per incident and C) £4,500 in total surge abnormal electrical currents or spontaneous combustion to appliances and/or their accessories following an electrical power surge

ACCIDENTAL DAMAGE COVER TO THE CONTENTS

The following cover applies only if the **schedule of cover** shows that **accidental damage** to the **contents** is included.

WHAT IS COVERED

This extension covers	We will not pay
Accidental damage to the contents	a) for damage that we specifically exclude elsewhere under the contents section
	b) for damage to contents within garages and outbuildings
	c) for damage while the premises are being altered, refurbished or extended
	d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	e) for damage arising from faulty design, specification or materials
	f) for damage caused by mechanical or electrical faults or breakdown
	g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
	h) for money , documents or stamps
	i) for loss or damage to contact, corneal or micro corneal lenses
	j) for damage caused by or contributed to by or arising from any kind of pollution and/or contaminant

SETTLING CLAIMS

How we deal with your claim

- If your claim for loss or damage is covered under the contents section we can choose to settle your claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.

2. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.

Your sum insured

- 3. **We** will not reduce the sum insured under the **contents** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 4. If **you** are under insured, which means the cost of replacing the **contents**, as new, at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost of replacing the **contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.

This settlement basis applies to the whole of the **contents** section.

LEGAL LIABILITY TO THE PUBLIC

This section of the policy works in the following way:

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

The most **we** will pay for any one accident or series of accidents arising out of any one event is £1,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule of cover**.

WHAT IS COVERED

WHAT IS NOT COVERED

i) as owner for amounts **you** become legally liable to pay as damages for

bodily injury

We will indemnify you for

- damage to property
 caused by an accident happening at the premises during the period of insurance
- ii) as occupier for amounts **you** become legally liable to pay as damages for
 - · bodily injury
 - damage to property caused by an accident happening at the premises during the period of insurance
- iii) as a private individual, if the **premises** are **your main residence**, for amounts **you** become legally liable to pay as damages for
 - bodily injury
 - damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

French Liability Clause

If the **premises** are situated within France this Legal Liability To The Public section includes within the limit of liability stated

- a) the liability which **you** may incur as a tenant, following damage caused by fire or explosion, under articles 1382 to 1384 and 1732 to 1735 of the civil code
- b) the liability which **you** may incur under articles 1382, 1383 and 1384 of the civil code following damage to neighbour's and third parties property as a result of fire or explosion originating from the **premises** insured or containing the insured **premises**.

We will not indemnify **you**

for **bodily injury** to

vou

a)

- any member of your family
- any person who at the time of sustaining such **bodily injury** is engaged in **your** service or employed by **you**
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition
- c) arising out of any criminal or violent act to another person or property
- d) for damage to property owned by or in the charge or control of
 - you
 - any member of your family
 - any person engaged in your service or employed by you
- e) arising directly or indirectly out of any profession, occupation, business or employment, other than your direct liability as a landlord to your tenant(s) or arising out of the premises being used as a holiday home let, but only if you have disclosed to us, and we have accepted, that the premises are permanently tenanted or a holiday home let, as shown in the schedule of cover
- f) which **you** have assumed under contract and which would not otherwise have attached
- g) arising out of **your** ownership, possession or use of
 - any motorised or horse drawn vehicle other than domestic gardening equipment used within the premises
 - ii) any power-operated lift other than stair lifts
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

LEGAL LIABILITY TO THE PUBLIC (continued)

WHAT IS COVERED

WHAI IS COVERED	WHAI IS NOT COVERED
	We will not indemnify you
	iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation
	h) arising from the Party Wall etc Act 1996 or any amending legislation
	i) in respect of any kind of pollution and/or contamination other than:
	caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time at the premises during the period of insurance and is reported to us , in writing, no later than 30 days from the end of the period of insurance
	j) arising out of your ownership, occupation, possession or use of any land or building/ structure that is not within the boundaries of the premises
	k) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance
	l) if you are entitled to indemnity under any other insurance until such insurance(s) is/are exhausted

ACCIDENTS TO DOMESTIC STAFF

This section of the policy works in the following way:

• If the **contents** are insured, and the **premises** are situated in the **United Kingdom**, **your** legal liability is covered below

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

WHAT IS COVERED

We will indemnify you for	We will not indemnify you
for any amounts you become legally liable to pay for accidental bodily injury anywhere in the world to your domestic staff employed in connection with the premises during the period of insurance	 a) for bodily injury arising directly or indirectly from any vehicle b) for bodily injury arising directly or indirectly from any communicable disease or condition c) for bodily injury arising directly or indirectly in connection with your profession, occupation, business or employment d) for bodily injury arising directly or indirectly in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance
	e) for bodily injury arising directly or indirectly from any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

FREEZER CONTENTS

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers	We will not pay
the cost of replacing your food in your fridge or freezer if it is spoiled due to;	a) for loss or damage caused by the deliberate restriction or withholding of electricity or gas by the supply authority
accidental failure of the freezer and/or refrigerator	b) for loss or damage caused by industrial dispute, strike or lockout
refrigerator fumes escaping from the equipment	c) for loss or damage to the freezer of refrigerator itself
accidental failure of the electricity or gas supply	d) for loss or damage where you have used the freezer or refrigerator contrary to the manufacturer's instructions

ADDITIONAL MONEY AND CREDIT CARDS

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers	We will not pay
 theft or accidental loss of money any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) 	a) to make up any shortages due to error or omission b) for loss of value
anywhere in the world, provided that	
 within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and 	
 you have complied with all other conditions under which your credit card(s) were issued to you 	

EMERGENCY TRAVEL EXPENSES

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

WHAT IS COVERED

This section of the insurance covers	We will not pay
following loss or damage to your premises by any insured event where the loss of damage is in excess of £2,500;	a) If you fail to notify us within 21 days of the date you became aware of the incident giving rise to the claim
 the cost of one return air or rail fare to the premises for you, up to £300 50% of the cost of one return air or rail fare to the premises for a member of your family, up to £150 	 b) if you don't retain all travel documents and receipts c) more than £450 during any one period of insurance

PEDAL CYCLES

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers	We will not pay
the cost of repairing or replacing your pedal cycles following:	a) for loss or damage to:• tyres
theft or attempted theft anywhere in Europe accidental damage anywhere in Europe	 lamps accessories unless the cycle is stolen or damaged at the
	same time b) for damage from mechanical or electrical faults or breakdown
	c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
	d) for loss or damage while the pedal cycle is being hired or lent to anyone other than your family,
	e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
	f) for any individual cycle over £500 in value

LOSS OF ELECTRICAL SUPPLY SOLD BACK TO THE GRID

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

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance covers	We will not pay
the amount of revenue which is lost that you would have received from selling back surplus electricity, under contract, to a recognised electricity distributor following loss or damage which is covered by an Insured Event to the permanently fitted solar panels at the premises	 a) for loss or damage that we specifically exclude elsewhere in this policy b) for loss or damage while the premises are being altered, repaired or extended c) for loss or damage while the solar panels are being installed, moved or serviced d) for loss or damage caused by mechanical or electrical faults or breakdown e) for loss or damage while the premises are lent, let or sublet f) for loss or damage caused by accidental damage

SETTLING CLAIMS

We will settle **your** claim based on the average amount of revenue **you** received from the grid in the preceding twelve month period immediately prior to the incident giving rise to **your** claim.

Where **you** have not commenced selling electricity back to the grid or where this has not been for a period of twelve months **we** will settle **your** claim on the average amount of revenue that **you** would have reasonably expected to have received from the grid for the period necessary to repair or replace the **solar panels**.

VALUABLES AND PERSONAL POSSESSIONS

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

WHAT IS COVERED

This section of the insurance covers	We will not pay
physical loss or damage to valuables and personal possessions within the property or anywhere in the world	any amount over £2,500 for any other item, pair or set unless such item(s) have been specified and are shown separately in the schedule of cover b) for damage from electrical or mechanical faults or breakdown c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage to guns caused by rusting or bursting of barrels e) for breakage of any sports equipment whilst in use f) for loss or damage to contact, corneal or micro corneal lenses g) for loss or damage to hearing aids while you are in water, swimming or involved in any other water sports h) for theff or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) for loss or damage to any musical instruments that will be or were being used for business or professional purposes j) for loss or damage to mobile phones, computer equipment, video cameras or hearing aids unless such item(s) have been specified and are shown separately in the schedule of cover k) for loss or damage to quad bikes or mini moto's or the like, unless such item(s) have been specified and are shown in the schedule of cover i) for theff or disappearance of electric wheelchairs or mobility scooters; ii) where the keys or other device which enables the wheelchair or mobility scooter whilst they are unattended ii) between the hours of 23:00 and 07:00 unless the wheelchair or mobility scooter is kept in a locked building whilst not in use any amount over £2,000 in total in respect of theff or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant n) any amount over £2,000 in total in respect of theff or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

SETTLING CLAIMS

How we deal with your claim

- 1. If **your** claim for loss or damage is covered under the valuables and personal possessions section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment
- 2. If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

- 3. If **you** make a claim for repairing any item and **you** are under insured, which means the value or replacement value at the time of the loss or damage for the insured item is more than **your** sum insured for such item, then **we** will only pay a proportion of the claim.
 - For example if **your** sum insured only covers one half of the value or replacement value of the insured item then **we** will only pay one half of the cost of repairing the insured item.
 - Where the claim is for total loss or destruction then the most **we** will pay is the sum insured for the insured item.

NOTES	



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