



**ALL RISKS**  
INSURANCE POLICY DOCUMENT (UK)

**N|B|S**  
Underwriting

# ALL RISKS POLICY

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

When drawing up this policy, we have relied on the information and statements, which you have provided in the proposal form (or declaration) on the date shown in the schedule.

The insurance relates ONLY to those sections of the policy wording, which are shown in the schedule as being included.

Signed by NBS Underwriting on behalf of Insurers



Paul Bennett  
Underwriting Director

## Important Notice to the Insured

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. NBS Underwriting should be contacted immediately if any correction is necessary.

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# INTRODUCTION

All Risks Policy cover is administered by NBS Underwriting who act on behalf of the **insurers**.

NBS Underwriting is a trading style of Nationwide Broker Services Limited. Registered in England No. 07566393. Registered Office: One Fleet Place, London EC4M 7WS. Nationwide Broker Services Limited is authorised and regulated by the Financial Conduct Authority, FRN 590034 and **you** can check this on the FCA's register by visiting the FCA's website [www.fca.gov.uk](http://www.fca.gov.uk) or by contacting the FCA on 0800 111 6768 and 0300 500 8082. Our permitted business is advising on and arranging general insurance contracts.

The insurance provided under this All Risks Policy has been specially designed for higher net worth individuals and their families. The All Risks Policy cover has 4 **sections**, and **your** selection of **sections** is set out in **your schedule**.

The **sections** are as follows:

- ♦ **Section 1** – Private Residences – the **Buildings** and Outbuildings
- ♦ **Section 2** – General **Contents**
- ♦ **Section 3** – Fine Art and Antiques
- ♦ **Section 4** – Personal Possessions; Money and Credit Cards

Please carefully check **your** current **schedule** to see which of the above **sections** are in force.

This insurance is underwritten by HCC International Insurance Company plc.

## Your All Risks Policy

**Your** All Risks Policy is made up of the following which must be read together as they form **your** contract of insurance:

- ♦ The introduction, the general exclusions and conditions, all of which apply to all **sections** of the policy
- ♦ The **sections** of the cover selected by **you**, including the definitions, the exclusions and conditions which apply to the **sections** selected
- ♦ The **schedule**, which details the **sections** of cover **you** have selected and which includes all **endorsements** applied to the All Risks Policy whilst it is in force.

Please take time to read all the **sections** of the All Risks Policy to make sure that they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything that **you** do not understand, please let **us** or **your broker** know.

Please examine the statement of fact and **schedule** and if it is not correct return it immediately to **us** or **your broker** who will arrange for it to be amended.

In consideration of the payment of the premium for the **period of insurance**, the **insurers** will agree to indemnify **you** following the occurrence of any loss or damage which **you** may suffer during the **period of insurance**, within the conditions set out in the All Risks Policy. In some circumstances **insurers** will, for accidents for which **you** are legally responsible, pay to **you** or (on **your** behalf) to some other person the amount of **your** legal liability to that person subject to the policy limits.



# HOW THE COVER WORKS

The insurance is provided within the conditions of the All Risks Policy for those **sections** named in the **schedule** for any **insured event** which takes place during the **period of insurance**. **Your** All Risks Policy ends at midnight on the last day of each **period of insurance**.

- ♦ lack of cooperation or failure to supply information/documentation;
- ♦ threatening or abusive behaviour.

## Changes to your Circumstances

Please tell **your broker** immediately if there are any changes to the information **you** have provided. It is important to do this to ensure that **you** remain fully protected.

If **your** circumstances change and **you** do not tell us, **you** may find that **you** are not covered if **you** need to claim.

Please refer to General Condition 1 on page 9 for circumstances that **you** should tell **us** about.

## Use of Language

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

## Law Applicable

Under European Law unless **insurers** agree otherwise this agreement shall be governed by and construed in accordance with English law.

## Cancellation of this Insurance

**1. You** are entitled to cancel this insurance by contacting **your broker** within 14 days of 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.

**2. You** can also cancel this insurance at any time during the **period of insurance** by contacting **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Please refer to the policy **schedule** for **your broker's** contact details.

**3. We** can cancel this insurance by giving **you** 30 days notice in writing, which **your broker** will send to the address shown in the **schedule**. Any return premium due to **you** will depend on how long this insurance has been in force.

The reasons **we** may cancel **your** insurance are:

- ♦ non-payment of premium;
- ♦ a change in risk, where cover can no longer be provided;

# WHAT TO DO IF YOU HAVE A CLAIM

In the event you need to make a claim, please contact:

RELA Loss Adjusters

Telephone: 08081 756 304

Email: [NBSclaims@relaltd.com](mailto:NBSclaims@relaltd.com)

Claims in writing should be directed to:

RELA,  
Unit 7,  
Bocam Park,  
Old Field Rd,  
Pencoed,  
Bridgend  
CF35 5LJ

RELA handle claims on behalf of HCC International Insurance Company plc ("HCCII"). Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

Alternatively, if **you** prefer, please contact **your** insurance broker.

To enable **your** claim to be dealt with quickly **your** Insurer will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim.

Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

The **Important information and contact details** section below contains additional information specific to the covers applicable to your policy.

If anything happens that might be covered under the policy, **you** must comply with the obligations set out in General claims conditions, together with the obligations set out under **Your** obligations in the section or sections under which **you** are making the claim. It is important that **you** read the policy for details of its terms in full.

Tell the police immediately about any damage caused by theft or attempted theft, malicious persons, vandals or if any property is lost outside **your home**.

Make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, take photos of the damage.

Allow **insurers** to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved before work begins.

Carry out and allow **your insurers** to take any action they need to prevent more damage.

Provide all necessary information and assistance that **insurers** may require.

Tell **your insurers**, in writing, at **your** first opportunity if someone is holding **you** responsible for damage to their property or **bodily injury** to them. **You** must send **your insurers** any writ of summons or other legal document immediately and unanswered.

Not admit liability or responsibility or offer or agree to pay any **money** without **insurers** permission.

Allow **insurers** to defend any proceedings on **your** behalf.

Not abandon any property or leave it to **insurers**.

# WHAT TO DO IF YOU HAVE A COMPLAINT

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible. If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance **broker** to report **your** complaint.

## If your complaint is about the administration of your policy or claim

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you** **your** policy using the contact details below who will try to resolve **your** complaint within three working days:

Address:  
NBS Underwriting  
2 Aire Valley Business Park  
Wagon Lane  
Bingley  
BD16 1WA

or by telephone on +44 (0) 1274 518383  
or by email at [info@nbsunderwriting.co.uk](mailto:info@nbsunderwriting.co.uk)

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

By post:  
Head of International Compliance,  
Tokio Marine HCC International,  
1 Aldgate,  
London  
EC3N 1RE  
By email: [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)  
By telephone: +44(0)20 7702 4700

## Alternative Dispute Resolution Body

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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK)  
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Insurers** are covered by the Financial Services Compensation Scheme (FSCS). If **insurers** cannot meet their obligations **you** may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

## Financial Services Compensation Scheme Address:

10th Floor  
Beaufort House,  
15 St Botolph Street,  
London;  
EC3A 7QU

**Tel:** 080 0678 1100 or 020 7741 4100



# DEFINITIONS

## For the Whole Policy

Many of the words and phrases used in this policy have special meanings. The following terms used throughout this All Risks wording have the following meanings and such words are highlighted throughout the whole of the policy wording by the use of **bold print**:

<b>Accidental Damage</b>	Damage caused suddenly and as a result of an external, visible and unexpected cause.
<b>Bodily Injury</b>	An identifiable physical injury caused by sudden, unexpected, external and visible means. <b>Bodily injury</b> includes death, illness or disease but not defamation.
<b>Buildings</b>	<p>The private residence(s) specified in the <b>schedule</b> and includes:</p> <ul style="list-style-type: none"> <li>♦ the main domestic structure</li> <li>♦ outbuildings used for domestic purposes</li> <li>♦ decorative finishes</li> <li>♦ fixtures and fittings</li> <li>♦ lifts</li> <li>♦ domestic fixed fuel tanks</li> <li>♦ underground service pipes and cables</li> <li>♦ sewers and drains</li> <li>♦ swimming pools</li> <li>♦ permanently fitted hot tubs</li> <li>♦ hard tennis court</li> <li>♦ lawns</li> <li>♦ garden walls</li> <li>♦ patios</li> <li>♦ steps</li> <li>♦ terraces</li> <li>♦ ornamental man-made ponds</li> <li>♦ fountains</li> <li>♦ radio and TV aerials</li> <li>♦ satellite dishes</li> <li>♦ solar panels</li> <li>♦ external lighting</li> <li>♦ alarm systems and surveillance equipment</li> <li>♦ hedges</li> <li>♦ fences</li> <li>♦ gates</li> <li>♦ paths and drives</li> </ul> <p>situated at the address or addresses shown in the <b>schedule</b> which belong to <b>you</b> or for which <b>you</b> have a legal responsibility.</p>

<b>Business</b>	Any employment, trade, occupation or profession.
<b>Business Property</b>	Office furniture, furnishings, office equipment including documents and computer equipment owned by <b>you</b> used in connection with a <b>business</b> conducted from the <b>home</b> .
<b>Contents</b>	<p>The <b>household</b> goods of the <b>buildings</b> including:</p> <ul style="list-style-type: none"> <li>♦ furniture</li> <li>♦ furnishings</li> <li>♦ <b>photographic equipment</b></li> <li>♦ <b>money</b></li> <li>♦ <b>outdoor items</b></li> <li>♦ <b>business property</b></li> <li>♦ gardening implements</li> <li>♦ tractors and their trailers used solely for domestic purposes</li> <li>♦ <b>fine art and antiques</b></li> <li>♦ <b>your</b> fixtures and fittings including interior decorations if <b>you</b> are not responsible for insuring the <b>buildings</b> all of which belong to <b>you</b> or for which <b>you</b> have a legal responsibility.</li> </ul> <p>This definition does not include:</p> <ul style="list-style-type: none"> <li>♦ caravans, aircraft, watercraft or mechanically propelled vehicles, other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment</li> <li>• electric wheelchairs</li> <li>• models and toys</li> </ul> </li> </ul> <p>and their spare parts and accessories, (although cover is provided for <b>your</b> computerised motor vehicle accessories when taken out of the vehicle and kept in the <b>building of your home</b>).</p> <p>Also not included are:</p> <ul style="list-style-type: none"> <li>♦ any part of the structure of the <b>buildings</b></li> <li>♦ animals</li> <li>♦ <b>personal possessions</b> or <b>credit cards</b>.</li> </ul>
<b>Credit Cards</b>	Bankers', cash, charge, cheque or <b>credit cards</b> which <b>you</b> or those members of <b>your</b> family living with <b>you</b> or any other person who forms part of <b>your household</b> are entitled to possess under the terms of the issue of each card.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess(es)</b>	The amount(s) specified in the <b>schedule</b> for which <b>you</b> are responsible for each claim

<b>Fine Art and Antiques</b>	<p><b>Fine art and antiques</b> includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>♦ collectible furniture</li> <li>♦ rugs</li> <li>♦ tapestries</li> <li>♦ drawings</li> <li>♦ etchings</li> <li>♦ paintings</li> <li>♦ photographs</li> <li>♦ prints</li> <li>♦ books</li> <li>♦ manuscripts</li> <li>♦ porcelain</li> <li>♦ sculptures</li> <li>♦ stamps or coins forming part of a collection</li> <li>♦ articles made of precious metal and/or semi-precious or precious stone</li> <li>♦ gold and silver plated items, and</li> <li>♦ other collectible items or objects of virtue</li> </ul> <p>either owned by <b>you</b> or for which <b>you</b> have a legal responsibility to the owner.</p> <p><b>Fine art and antiques</b> excludes:</p> <ul style="list-style-type: none"> <li>♦ <b>jewellery</b></li> <li>♦ furs</li> <li>♦ <b>personal possessions</b> which must be specifically insured under the Personal Possessions <b>section</b>.</li> </ul>
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>Home</b>	<b>Your</b> private residence(s) as specified in the <b>schedule</b> . <b>Home</b> includes the area of the plot described in the title deeds of each <b>home</b> as well as the structure and outbuildings used for domestic purposes.
<b>Household</b>	Those members of <b>your</b> family, <b>your</b> relatives and any other persons (but not boarders or lodgers) permanently living with <b>you</b> at any <b>building(s)</b> together with permanently resident domestic staff employed by <b>you</b> or a member of <b>your</b> family.
<b>Insured Event(s)</b>	All loss, damage or legal liability that arises as a result of any single incident or occurrence.
<b>Jewellery</b>	Articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, pearls and set/unset gemstones and watches.
<b>Landslip</b>	Downward movement of sloping ground
<b>Money</b>	<p>Includes the lawful currency of any origin country and also includes:</p> <ul style="list-style-type: none"> <li>♦ bankers drafts</li> <li>♦ cheques</li> <li>♦ postal and money orders</li> <li>♦ travellers cheques</li> <li>♦ securities</li> <li>♦ saving stamps and certificates</li> <li>♦ premium bonds</li> <li>♦ negotiable instruments</li> <li>♦ sports season tickets and gift vouchers, and any similar instruments which can be dealt with in a manner similar to any of those indicated.</li> </ul> <p><i>This definition does not include money held for trade or <b>business</b> purposes, promotional vouchers, air miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.</i></p>

<b>Outdoor Items</b>	<ul style="list-style-type: none"> <li>♦ garden statuary</li> <li>♦ garden furniture</li> <li>♦ swings</li> <li>♦ slides and climbing frames</li> <li>♦ flower containers and urns</li> </ul> <p>all kept in the garden of <b>your home</b> either temporarily or permanently.</p>
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Personal Possessions</b>	<p>Items of a personal nature normally worn, used or carried by <b>you</b> in <b>your</b> daily life which <b>you</b> own or for which <b>you</b> are responsible including:</p> <ul style="list-style-type: none"> <li>♦ <b>jewellery</b></li> <li>♦ audio and visual equipment including mobile phones</li> <li>♦ furs</li> <li>♦ hand luggage.</li> </ul> <p>Excluding <b>money</b> and <b>credit cards</b>; these must be specifically insured under the <b>money</b> and <b>credit card</b> section of the policy.</p>
<b>Photographic Equipment</b>	This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.
<b>Schedule</b>	The <b>schedule</b> gives details of the insurance <b>you</b> have selected and contains details of the <b>building(s)</b> , <b>sums insured</b> , <b>period of insurance</b> , premium, and details of which <b>sections</b> of this All Risks Policy are insured including the <b>excess(es)</b> applicable to each insured <b>section</b> .
<b>Section</b>	This policy wording is divided into 4 <b>sections</b> numbered 1–4. <b>Your</b> selection of coverage is set out in the <b>schedule</b> .
<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within 10 years of construction.
<b>Standard Construction</b>	This means the walls of the <b>buildings</b> are built of brick, stone or concrete and the roof is pitched with slate, tile, concrete, asphalt or any incombustible mineral material.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> where the movement is unconnected with the weight of the <b>building</b> , other than by <b>settlement</b> .
<b>Sum Insured</b>	The amount shown on the <b>schedule</b> is the most <b>insurers</b> will pay for claims resulting from one <b>insured event</b> unless otherwise stated on the <b>schedule</b> . This should represent the cost of reinstating the <b>building(s)</b> and is the maximum amount <b>insurers</b> will pay for each item insured under any section.
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Unoccupied</b>	A <b>home</b> becomes <b>unoccupied</b> if it, (a) has not been lived in for more than 30 consecutive days, or (b) is not furnished for full habitation, or (c) it has not been lived in for a total of 180 days or more during the <b>period of insurance</b> .
<b>Vaulted</b>	<b>Your</b> property that is held within a safe deposit or by a bank in its safe or strong room as specified in the <b>schedule</b> .
<b>We/us/our</b>	<b>Your</b> insurance is underwritten by HCC International Insurance Company plc Registered in England and Wales. Company No. 02372789. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 308922. Registered office: 1 Great St. Helen's London EC3A 6HX UNITED KINGDOM

<b>You / Your</b>	The person(s) named on the <b>schedule</b> including <b>your household</b> .
<b>Your Broker</b>	Person or persons who placed this insurance on <b>your</b> behalf as shown on your policy <b>schedule</b> .

# GENERAL CONDITIONS

The following conditions apply to all of the All Risks Policy.

These conditions are especially important terms of the contract(s) between **you** and **insurers**. They apply to every **section** of this All Risks Policy. **You** must comply with the following conditions to have the full protection of this policy. If **you** do not comply with them **insurers** may at their option cancel the policy or refuse to deal with **your** claim or reduce the amount of any payment.

## 1. Change of Circumstances

**You** must notify **us** immediately of any changes to the information **you** have provided in particular any of the following:

- ♦ change of address
- ♦ building works or any structural alteration to **your home**
- ♦ if **you** intend to let or sub-let **your home**
- ♦ if **you** intend to use **your home** for any reason other than private residential purposes
- ♦ if **your home** will not be lived in by **you** or **your** domestic staff
- ♦ any changes to the **sums insured** as a result of additions, alterations, improvements, and new acquisitions.

The following cover is provided automatically, provided **you** notify **us** within 30 days of any addition, alteration, improvement or acquisition.

Section 1	Buildings for up to 20% of the <b>sum insured</b>
Section 2	Contents for up to 20% of the <b>sum insured</b>
Section 3	Fine Art and Antiques for up to 20% of the <b>sum insured</b>
Section 4	Personal Possessions for up to 20% of the <b>sum insured</b>

**We** must be notified as soon as possible if **you** or any of **your** domestic staff have been:

- ♦ declared bankrupt or
- ♦ convicted of or charged with but not yet tried for any offence other than a driving offence.

**We** will then advise **you** of any change in the terms of **your** insurance.

## 2. Sums Insured

The premium **you** pay is based on the **sum insured**. It is therefore important that at all times **you** keep **your sums insured** up-to-date as set out below:

### Buildings

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses for:

- a) demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- b) architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision;
- c) any extra costs to comply with building or other regulations or the by-laws of any local authority but only in respect of the damaged parts of the **buildings**;
- d) potential loss of rent or additional rental costs.

### Outdoor Items

The cost of replacing them as new.

### Contents

The cost of replacing them as new.

### Fine Art and Antiques

The current market value.

### Personal Possessions

The cost of replacing them as new.

### Index Linking

Inflation may make the **sums insured** inadequate. **Insurers** will therefore adjust the **sum insured** for **buildings** and **contents** annually in accordance with the movements in the following indices or another suitable index **insurers** decide upon. At each renewal the revised **sum insured** will be calculated and shown on the **schedule**.

<b>Section 1 Buildings</b>	The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
<b>Section 2 Contents</b>	The Government's Retail Price Index.

**Sums insured** are not adjusted for inflation as regards any other coverage. **You** should review **sums insured** regularly to reflect new purchases, extensions, improvements and changes in market values.

### 3. State of Repair

In the proposal form/statement of facts, **you** were asked whether the **buildings** were in good condition. **You** must maintain the **buildings** in a good state of repair.

### 4. Duty of Care

**You** must take all steps to minimise the risk of accident, injury, loss or damage.

### 5. Unoccupancy and Letting

**You** must tell us if **your home** is loaned or let while **you** and **your household** live or intend to live elsewhere. **You** must also tell us if the **home** is to be **unoccupied**.

### 6. Building Works

**You** must tell **us** in advance if **you** are planning to carry out building works or if **you** plan to carry out any work (other than minor plumbing or maintenance work) involving the application of heat. **You** must co-operate with **insurers** by taking all steps **insurers** suggest to minimise the risks. **Insurers** reserve the right to amend the coverage provided by every **section** of this All Risks Policy for the duration of these building works.

### 7. Third Party Rights

This All Risks Policy 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.

### 8. Assignment

Under European Law the contract(s) making up **your** All Risks Policy are not assignable without **our** written consent.

### 9. Recovery & Rights

If **you** have the rights to recover all or part of any payment made under this policy, **insurers** may take over proceedings in **your** name, but at their own expense, to recover for their benefit the amount of any payment made under this All Risks Policy.

**You** must give **insurers** and **us** all the assistance required to do this. **Insurers** may also take over and deal with in **your** name the defence or settlement of any claim.

### 10. Other Insurance

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

### 11. Fraud

If **you** make a fraudulent claim under this insurance contract:

- a. **Insurers** are not liable to pay the claim; and
- b. **Insurers** may recover from **you**, any sums paid to **you** in respect of the claim; and
- c. **Insurers** may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **insurers** exercise their right under clause (12)(c) above:

- a. **Insurers** shall not be liable to **you** in respect of a relevant **insured event** occurring after the time of the fraudulent act. A relevant **insured event** is whatever gives rise to **insurers** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b. **Insurers** need not return any of the premiums paid.

### 12. Premium Payment

**Insurers** will not make any payment under this All Risks Policy unless **you** have paid the premium.

# GENERAL EXCLUSIONS

The following exceptions apply to the whole policy unless stated differently

## 1.

- a) This All Risks Policy does not insure any destruction of or loss or damage to property, or any legal liability which is directly or indirectly caused by or contributed to or arises from:
  - i) ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component; or
  - iii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power.
  - iv) harm or damage to life or property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with **terrorism**, regardless of any other contributing cause or **insured event**.
  - v) pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).
  - vi) deliberate acts by **you** or adult members of **your household**.
  - vii) pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected **insured event** which occurs in its entirety at a specific time and place during the **period of insurance**.
- b) This All Risks Policy does not cover loss or damage caused by wear and tear or gradual deterioration.
- c) This All Risks Policy does not cover loss or damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to **you** or not) to correctly recognise or respond to any date.
- d) This All Risks Policy does not insure damage to any **buildings** in Northern Ireland or loss resulting, caused by:
  - i) unlawfully, maliciously or wantonly by three or more persons unlawfully, riotously or tumultuously assembled together; or

ii) as a result of an act committed maliciously by a person acting on behalf of, or in connection with, an Unlawful Association an act of Terrorism.

For the purposes of this exclusion:

- ♦ Unlawful Association means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977.
- ♦ Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **insurers** allege that by reason of the provisions of this exclusion any damage is not covered by this policy, the burden of proving that such damage is covered shall be upon **you**.

## Infectious or Contagious Disease Exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

**We** will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.



However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

**2. Applicable to all sections except:**

♦ **Section 1, Part 7**

♦ **Section 2, Parts 17 and 18**

**Insurers** will not pay for any loss, damage, legal liability, cost or expense directly or indirectly caused or occasioned by

or happening through any **terrorism** or any action taken in controlling, preventing or suppressing any **terrorism** in anyway relating thereto. For the purpose of this exclusion

“terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf

of or in connection with any organisation(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**3. Each section of this All Risks Policy contains specific exceptions. You should refer to the sections of this All Risks Policy for the details of these.**

**4. This All Risks Policy excludes all loss or damage resulting from building works or involving the application of heat and/or where you have entered into a contract which removes or limits your legal rights against the contractor or building firm (unless full details of any building works and building contract have been disclosed and agreed by us).**

# PRIVACY NOTICE

**We** and *NBS Underwriting* are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

**We** explain below who **we** are, how **we** collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights.

**We** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** need the personal information to enter into and perform a contract with **you**. **We** retain personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

**We** may disclose **your** personal information to:

- **our** group companies;
- third party services providers and partners who provide data processing services to **us** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in **our** Privacy Policy;
- or any other person with **your** consent to the disclosure.

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

**We** use appropriate technical and organisational measures to protect the personal information that is

collected and processed about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

**You** are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

**You** can opt-out of marketing communications sent to **you** by **us** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if **we** have collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing **we** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about **our** collection and use of **your** personal information.

If further information is required as to how data is processed by **us**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on **our** website at

<https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

**The Data Protection Officer**

**TMHCC, 1 Aldgate, London, EC3N 1RE**

[DPO@tmhcc.com](mailto:DPO@tmhcc.com)

If information is required as to how data is processed by *NBS Underwriting* or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at [www.nbsunderwriting.co.uk/our-privacy-policy/](http://www.nbsunderwriting.co.uk/our-privacy-policy/) or contact:

**Data Protection Officer,**

**NBS Underwriting, 2 Aire Valley Business Park, Wagon Lane, Bingley, BD16 1WA**

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# SECTION ONE – BUILDINGS

This policy, **schedule**, and any **endorsement** applying to **your** policy form **your** All Risks Insurance document. This document sets out the conditions of the contract of insurance between **you** and **insurers**. **You** should keep it in a safe place.

## Definitions

Where a word or phrase appears in **bold** type.

## Basis of Settlement

**Your** claim will be settled on the appropriate basis set out below.

**Insurers** will pay the cost of rebuilding or repair if rebuilding or repairs are carried out. At **insurers** option if the repair or replacement is not carried out **insurers** will pay the reduction in market value resulting from the loss or damage, but not exceeding what it would have cost to repair or replace. If the market value of a similar property in the same locality exceeds the rebuilding cost of the building concerned and the local authority refuses permission to rebuild, **insurers** will pay the market value up to 120% of the **sum insured** of the **buildings** as shown in the **schedule**.

**Insurers** will not pay for the cost of repairing or reinstating any undamaged part of the **buildings** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. **Insurers** will pay for replacing the undamaged parts of a bathroom suite or fitted kitchen where replacements for the damaged parts cannot be found.

## What is Covered

### Part 1

All risks of physical loss or damage to **buildings** under this All Risks Policy, unless any exclusion applies.

### Part 2

#### New Acquisitions

Unless cover is requested for loss or damage to new additions, alterations or improvements within 30 days of acquisition, and **you** pay **us** any required proportionate additional premium, the cover for loss or damage to new additions, alterations or improvements is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 1 – Buildings**.

### Part 3

#### Trace and Access

As a result of water, oil or gas escaping from the domestic heating, water or gas system, **insurers** will cover the cost of removing and replacing any part of the **home** or other permanent structure necessary to repair the leak. Coverage under this part is limited to £5,000 for any one **insured event**.

*Cover under this part does not include loss or damage to the domestic heating, water or gas system or oil containers.*

### Part 4

#### Alternative Accommodation and Loss of Rent

If the **buildings** become uninhabitable due to loss or damage **insurers** have agreed to pay for under part 1, **insurers** will pay, at their discretion, for rent which becomes irrecoverable by **you** as a landlord and additional costs of similar alternative accommodation for **your household** (including the necessary cost of temporary storage of **your** furniture and costs of accommodation for **your** domestic pets and horses).

*The maximum payable under this part is 20% of the **sum insured** for each of the **buildings** covered under this **section**.*

### Part 5

#### Compulsory Evacuation

If a local authority prohibits **you** from living in **your home** as a direct result of loss or damage having occurred to a neighbouring property that would have been covered had it been **insured** under the terms and conditions of this All Risks Policy, **insurers** will pay, at their discretion, the additional costs of similar alternative accommodation for **you** and **your** domestic pets and horses, along with any rent **you** would have received for a period of up to 30 days from the date of compulsory evacuation.

### Part 6

#### Fees and Other Expenses

Following an **insured event** under this **section**, **insurers** will pay, in addition to the **sum insured** by this **section**, up to 20% of the **sum insured** for the following:

- a) Fees of architects, consulting engineers, surveyors and the like

- b) The cost of removing debris, and making the site and the **buildings** safe, including shoring up
- c) Any additional costs caused by an unavoidable requirement to comply with any government or municipal requirements following damage unless **you** had been given notice of the requirements before the **insured event** occurred.

*Cover does not include expenses **you** incur in preparing a claim against the **insurer**.*

## Part 7

### Your Liability to Others as Property Owner

**Insurers** will pay up to £2,000,000 for any one claim or series of claims arising from one **insured event** or one source or original cause for:

- a) Sums including costs agreed by **insurers** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the owner of the **buildings**, for **accidental damage** to property or death or **bodily injury** to any person, where the accident giving rise to the claim against **you** occurred during the **period of insurance**.
- b) Sums including costs agreed by **insurers** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the former owner of **your** previous **home**, for **accidental damage** to property or death or **bodily injury** to any person. This includes sums which **you** may become legally liable to pay under s.3 of the Defective Premises Act 1972.
- c) Solicitors' fees for:
  - i) Representation at any coroner's inquest or fatal accident enquiry
  - ii) Defence in any court of summary jurisdiction arising out of any possible claim.

*This part does not include liability:*

- i) *arising out of any deliberate act or acts*
- ii) *arising out of **your business** or that of any member of **your household***
- iii) *arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract*
- iv) *for damage to property owned by **you** or a member of **your household***

v) *for injury to domestic staff*

vi) *for the cost of putting right any defects in the building.*

## Part 8

### Sale of Buildings

A purchaser who has contracted to buy the **buildings** (or any part of them) will be given the benefit of part 1 of this **section** from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of the policy if earlier) provided that the purchaser has also taken out insurance. Both insurances will pay a rateable proportion of any losses.

## Part 9

### Emergency Access to Your Home

**Insurers** will pay the cost of loss or damage to **your buildings** in the event of an emergency, caused by the emergency services gaining access in the event of fire or flooding.

## Part 10

### Replacement of External Locks and Keys

If the keys of the external doors, windows or alarms of the **buildings** or of safes are lost or stolen, **insurers** will pay the costs involved in replacing the locks and additional keys concerned up to £1,000 in any one **period of insurance**.

## What is NOT Covered

### Part 1

a) The amount of the **excess** shown in **your schedule**

b) Loss or damage caused by:

- i) gradual emission of smoke
- ii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; mould, wet or dry rot
- iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
- iv) wear, tear and gradual deterioration
- v) chewing, fouling, scratching or tearing by **your** domestic pets
- vi) felling or lopping of trees

- vii) flood or storm to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open
  - viii) rising ground water levels
  - ix) pressure of snow to fences, gates, hedges or trees, shrubs, lawns and plants growing in the open, excluding driveway gates
  - x) theft or attempted theft when any part of **your home** is let to anyone unless forcible and violent means are used to enter or leave the **buildings**.
- c) Reinstatement of gardens following storm, flood, frost or following damage due to pressure of snow.
- d) **Subsidence** or ground **heave** of the site on which the **buildings** stand or **landslip**:
- i) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the **home** is also affected at the same time by the same **insured event**
  - ii) for loss or damage to solid floors unless the external walls of the premises are damaged at the same time by the same **insured event**
  - iii) for loss or damage arising from faulty design, specification, workmanship or materials
  - iv) 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
  - v) for loss or damage caused by coastal erosion
  - vi) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
  - vii) Caused by the compaction of infill
  - viii) Caused by **settlement**.
- e) Loss or damage when **your home** is **unoccupied** caused by:
- i) escape of water from:
    - fixed water apparatus
    - pipes or
    - tanks
 unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are:
    - kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or
      - the water is shut off at the mains and the fixed water tanks, apparatus and pipes are drained
  - ii) escape of oil from any fixed domestic heating system
  - iii) vandalism
  - iv) **accidental damage**
  - v) theft or attempted theft.
- f) The cost of maintenance and routine decoration.
- g) The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this **section**.
- h) Escape of water from fixed water apparatus, pipes or tanks resulting in **subsidence**, ground **heave** or **landslip**.

## SECTION TWO – CONTENTS

This policy, **schedule**, and any **endorsement** applying to **your** policy form **your** All Risks Insurance document. This document sets out the conditions of the contract of insurance between **you** and **insurers**. **You** should keep it in a safe place.

### Definitions

Where a word or phrase appears in **bold** type.

### Basis of Settlement

**Insurers** will at their option repair, or pay **you** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

**Insurers** will pay for the cost of reinstating any undamaged part of the **contents** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. Following payment for a total loss of an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

**Insurers** will not pay more than £500 in respect of **money** in any one **period of insurance**.

**Insurers** will not pay more than £1,000 in respect of food in the fridges or freezers in any one **period of insurance**.

**Insurers** will not pay more than £5,000 in respect of **outdoor items** or **fine art and antiques** in any one **period of insurance** under this **section**.

**Insurers** will not pay more than £10,000 in respect of **business property** in any one **period of insurance**.

**Insurers** will not pay more than £1,000 in total for loss or damage to electric wheelchairs in any one **period of insurance**.

### What is Covered

#### Part 1

##### Contents

All risks of physical loss or damage to **contents** whilst anywhere in the world, unless **we** have stated differently elsewhere in this **section** of the All Risks Policy.

#### Part 2

##### Food in Freezers and Fridges

Loss of or damage to the food in **your** domestic freezer or fridge at **your home** caused by

- ♦ a defect in **your** freezer or fridge or
- ♦ a failure of the mains electrical or gas supply.

This part does not cover loss or damage to food

- ♦ held for **business** purposes or
- ♦ caused by the deliberate act of any gas or electricity supplier including:
  - as a result of not paying **your** bill or
  - when the **home** has become **unoccupied** or
  - if the appliance is older than 10 years

#### Part 3

##### Deeds and Personal Documents

**Insurers** will pay up to £2,500 for the costs involved in replacing title deeds, bonds, securities and other personal documents as a result of loss or damage covered under part 1 of this **section**.

#### Part 4

##### Glass and Sanitary Ware

Accidental breakage of windows (including the cost of replacing double glazing units), other glass, sanitary ware, ceramic hobs and solar panels for which **you** are responsible as a tenant, provided that any item broken is permanently fixed to the **buildings**.

#### Part 5

##### Rent

Rent for which **you** are liable as a tenant or licensee if **your home** becomes uninhabitable due to loss or damage **insurers** have agreed to pay under part 1 of this **section**. The amount payable shall not exceed 20% of the aggregate **sum insured** for **contents** and **fine art and antiques**, specified in the **schedule** as applicable to the **building** which is damaged or destroyed and is limited to rent for a period of 12 months.

***Insurers** will not pay under part 5 – Rent if alternative accommodation costs are paid as a result of the same loss under part 6 – Alternative accommodation.*



**Part 6****Alternative Accommodation**

If **your home** becomes uninhabitable due to loss or damage **insurers** have agreed to pay under part 1 of this **section**, **insurers** will pay, at their discretion, for alternative accommodation. The amount payable shall not exceed 20% of the aggregate **sum insured** for **contents** and **fine art and antiques**, specified in the **schedule** as applicable to the **building** which is damaged or destroyed and is limited to rent for a period of 12 months.

**Part 7****Replacement of External Locks and Keys**

If the keys of the external doors, windows or alarms of the **buildings** or of safes are lost or stolen, **insurers** will pay the costs involved in replacing locks and additional keys concerned up to £1,000 in any one **period of insurance**.

**Part 8****Religious Festivals and Wedding Gifts**

The **sum insured** under **sections 2 and 3** of this All Risks Policy is increased by 15% during the period of one month before and one month after either the wedding of **you** or a member of **your family** or a religious festival which **you** or a member of **your family** celebrate.

**Part 9****Guest Personal Effects**

Loss or damage covered by part 1 of this **section** to guests **contents** (excluding paying guests) whilst within the **home**.

*Coverage under this part is limited to £5,000 for any one loss.*

**Part 10****Fatal Injury**

If **you** are a victim of **bodily injury** as a result of robbery, burglary or fire whilst at **your home**, **insurers** will pay £5,000 per person in respect of fatal **bodily injury** occurring within 12 months.

**Part 11****Halls of Residence or Residential Care**

Loss or damage to **your contents** in any other premises or halls of residence occupied by **you** whilst at university, college or school and loss or damage to **contents** belonging to **your** parent or grandparent who usually resides at **your home**, whilst at a nursing home or residential care home. Coverage under this **section** is limited to £5,000 in any one **insured event**.

*Cover under this part excludes **accidental damage**. Theft cover is also excluded unless violent and forcible means are used to enter or leave the building concerned.*

**Part 12****Debris Removal**

**Insurers** will pay up to £1,000 following the occurrence of loss or damage caused by an **insured event** covered under part 1.

**Part 13****Loss of Domestic Heating Oil, Domestic Tank & Metered Gas and Metered Water**

**Insurers** will pay up to £2,500 in any one **period of insurance** for loss of metered water, domestic heating oil or domestic tank and metered gas if the loss is caused by **accidental damage** to **your** fixed domestic water or heating installation.

*Cover is not provided under this part when the **home** is **unoccupied**.*

**Part 14****New Acquisitions**

Unless cover is requested for loss or damage to new additions, alterations or improvements within 30 days of acquisition, and **you** pay **us** any required proportionate additional premium, the cover for loss or damage to new additions, alterations or improvements is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 2 – Contents**.

**Part 15****Your Legal Liability as a Tenant or Licensee**

a) Sums which **you** become legally liable to pay to the owner of the **buildings** as a tenant or licensee for damage to the **buildings** directly caused by any of the risks **insured** under **Section 1 – Buildings**.

*This part does not cover any legal liability:*

- i) *for loss of or damage to the **buildings** caused by fire, lightning, earthquake or explosion;*
- ii) *arising from **subsidence** or ground **heave** of the site on which the **buildings** stand, or **landslip**;*
- iii) *arising from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;*
- iv) *arising when the **home** has become **unoccupied***
- v) *arising out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement*
- vi) *arising from a risk excluded under **Section 1 – Buildings**.*

The most **insurers** will pay for any one claim or series of claims arising from one **insured event** under this extension is 20% of the aggregate **sum insured** by **Section 2 – Contents** and **Section 3 – Fine Art and Antiques**.

## Part 16

### Your Liability to Others

**Insurers** will pay up to £2,000,000 (including costs) for any one claim or series of claims arising from any one **insured event** in respect of sums, including costs, agreed between **you** and **insurers** in writing which **you** or any member of **your household** becomes legally liable to pay to others as follows:

- a) As occupier but not as owner of the **buildings** for **accidental damage** to property or death or injury where the accident giving rise to the claim occurred during the **period of insurance**
- b) In **your** personal capacity (but not connected with ownership or occupation or use of the **buildings**) for **accidental damage** to property or death or injury where the accident giving rise to the claims occurred during the currency of this **section**

In addition, **insurers** cover:

Solicitors fees for:

- i) representation at any coroner's inquest or fatal accident enquiry
- ii) defence in any court of summary jurisdiction arising out of any possible claim.

**Insurers** will not cover under Part 16 – Liability to Others:

- a) *Liability for injury to any person employed by **you**.*
- b) *Liability for loss of or damage to property, which is owned by **you** or is in **your** care or belongs to or is in the care of any person employed by **you**.*
- c) *Liability outside of the **United Kingdom** in any country where **you** own residential property.*
- d) *Liability arising out of:*
  - i) *any transmission of any communicable disease or virus*
  - ii) ***your own business** or that of any member of **your household***
  - iii) *any contract, except to the extent that the liability would have arisen in the absence of the contract*
  - iv) *ownership, occupation possession or use of any land other than the **buildings***
  - v) *any deliberate act.*
- e) *Liability arising from the ownership, possession or use of any aircraft, ship, boat, (other than hand or foot propelled craft, sailboards or surfboards), non motorised horse box while being used on a public road or any motorised land vehicle other than:*

- i) *domestic gardening equipment (including tractors used solely for domestic purposes) used within the grounds of **your home***
- ii) *quad bikes and motorbikes under 51cc used within the grounds of **your home***
- iii) *golf buggies*
- iv) *a vehicle for use by a disabled person that does not require registration for the road.*
- f) *Liability for damage to property or injury to or death of anyone under a contract of service with you or a member of **your household**.*
- g) *Liability to any other member of **your household**.*
- h) *Liability arising from the escape of animals from land other than the **home** on which they are usually kept.*
- i) ***Bodily injury** (including death, disease and illness) and loss or damage to property arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dangerous Dogs (Northern Ireland) Order 1991 S1.2992 (NI.21) and any amending legislation.*

## Part 17

### Your Liability to Domestic Staff

**Insurers** will pay up to £5,000,000 (including costs) for any one claim or series of claims arising from any one **insured event** in respect of sums which **you** become legally liable to pay to domestic staff arising out of accidental injury or death caused to them and as a result of the work they are employed to do, anywhere within the **United Kingdom** or while travelling with **you** on temporary visits overseas.

**Insurers** will not cover liability arising

- a) *from the use of any hand, foot or motor propelled vehicle*
- b) *from any other hazardous activity*
- c) *directly or indirectly out of **your business**, job or profession.*

## Part 18

### Irrecoverable Judgements

**Insurers** will pay up to £2,000,000 for any one claim or series of claims arising from any one **insured event** if within three 3 months of a final judgment of a **United Kingdom** Court for damages (including taxed costs) given in **your** favour, and arising from **your** claim for death, injury or damage to **your** property, **you** still have not been paid in full, then if:

- a) no further appeal is possible, and
- b) had the position of **you** and the defendant been reversed, then **your** liability would have been **insured** under part 16



– **Your** liability to others, then **insurers** will make good the shortfall in exchange for an assignment of all **your** rights to pursue the recovery of the judgement.

## What is NOT Covered

### Part 1

a) The amount of the **excess** shown in **your schedule**

b) Loss or damage caused by:

- i) gradual emission of smoke
- ii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; mould; wet or dry rot
- iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
- iv) wear, tear and gradual deterioration
- v) chewing, fouling, scratching or tearing by **your** domestic pets
- vi) magnetic or electrical fields
- vii) felling or lopping of trees
- viii) rising ground water levels
- ix) **accidental damage** when part of **your home** is let to anyone (other than **your** relatives or personal friends)
- x) theft or attempted theft when any part of **your home** is let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**).

c) Loss or damage caused by coastal or river bank erosion

d) Loss or damage to:

- i) discs, tapes, computer software or records other than as specifically insured under part 3 of this **section** of this All Risks Policy
- ii) property more specifically insured elsewhere
- iii) property primarily used for **business** purposes other than **business property**
- iv) animals
- v) property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked

vi) quad bikes, motorbikes or golf buggies

vii) motor vehicle accessories other than computerised motor vehicle accessories kept in the building of **your home**

viii) bicycles:

- i) whilst being used for racing or time trials or is hired or lent to anyone other than a member of **your household**
- ii) whilst left unattended away from the **home** unless locked to a fixed structure or in a locked building
- ix) hedges or trees, shrubs, lawns and plants growing in the open caused by flood, storm, pressure of snow or death by natural causes (e.g. disease) or neglect
- x) **outdoor items** caused by flood, storm or frost damage
- xi) **photographic equipment** and musical instruments used for profit or **business** purposes.

e) Contact or corneal lenses

f) Loss or damage when **your home** is **unoccupied** caused by:

- i) escape of water from:
  - fixed water apparatus
  - pipes or
  - tanks
 unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are:
  - kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or
  - the water is shut off at the mains and the fixed water tanks, apparatus and pipes are drained

ii) escape of oil from any fixed domestic heating system

iii) vandalism

**iv) accidental damage**

v) theft or attempted theft.

g) Depreciation in value of **contents**

h) Loss or damage excluded elsewhere under this **section**

i) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

# SECTION THREE – FINE ART AND ANTIQUES

This policy, **schedule**, and any **endorsement** applying to **your** policy form **your** All Risks Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **insurers**. **You** should keep it in a safe place.

## Definitions

Where a word or phrase appears in **bold** type.

## Basis of Settlement

Following an **insured event**, if an item of **fine art and antiques** is lost or damaged beyond repair **insurers** will pay:

- a) Unspecified item – the market value immediately before the **insured event** occurred but not more than £15,000.
- b) Specified item – the market value immediately before the **insured event** occurred but not more than the specified amount (as listed in the **schedule** of specified items).

Following an **insured event**, if an item, pair or set of **fine art and antiques** is partially lost or damaged **insurers** will pay:

- a) Unspecified item – the cost of restoration or repairs plus any resulting depreciation but not more than £15,000.
- b) Specified item – the cost of restoration or repairs plus any resulting depreciation but not more than the specified amount (as listed in the **schedule** of specified items).

Following payment of a total loss claim **insurers** will become entitled to take ownership/possession of the item, pair or set concerned.

## What is Covered

### Part 1

#### Fine Art and Antiques

All risks of physical loss or damage to **fine art and antiques**, whilst anywhere in the world, unless **we** have stated differently elsewhere in this **section** of the All Risks Policy.

### Part 2

#### Vaulted Items

All risks of physical loss of or damage to **vaulted fine art and antiques** whilst within the bank vault or depository specified in

the **schedule** including during any temporary removal for up to a total of 30 days during any one **period of insurance**. Cover for theft whilst the item(s) are temporarily removed is limited to theft caused by violent and forcible means only.

### Part 3

#### New Acquisitions

Unless cover is requested for loss or damage to new additions, alterations or improvements within 30 days of acquisition, and **you** pay **us** any required proportionate additional premium, the cover for loss or damage to new additions, alterations or improvements is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 3 – Fine Art and Antiques**.

## What is NOT Covered

- a) Any loss or damage caused by:
  - i) gradual emission of smoke
  - ii) chewing, fouling scratching or tearing by **your** domestic pets
  - iii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; mould; wet or dry rot
  - iv) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
  - v) wear, tear and gradual deterioration
  - vi) felling or lopping of trees
  - vii) **accidental damage** when part of **your home** is let to anyone (other than **your** relatives or personal friends)
  - viii) theft or attempted theft when any part of **your home** is let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the building)

- b) Loss or damage resulting from **subsidence** or ground **heave** or **landslip** which has been caused by coastal or river bank erosion
- c) Loss or damage to property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
- d) Loss or damage when **your home** is **unoccupied** caused by:
  - i) escape of water from:
    - fixed water apparatus
    - pipes or
    - tanksunless the **buildings** (including any outbuildings containing plumbing and associated amenities) are:
    - kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or
    - the water is shut off at the mains and and the fixed water tanks, apparatus and pipes are drained
  - ii) escape of oil from any fixed domestic heating system
  - iii) vandalism
  - iv) accidental damage
  - v) theft or attempted theft.
- e) Loss or damage resulting from rising ground water levels
- f) **Fine art and antiques** held for **business** purposes
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

# SECTION FOUR – PERSONAL POSSESSIONS

This policy, **schedule**, and any **endorsement** applying to **your** policy form **your** All Risks Insurance document. This document sets out the conditions of the contract of insurance between **you** and **insurers**. **You** should keep it in a safe place.

## Definitions

Where a word or phrase appears in **bold** type.

## Basis of Settlement

**Insurers** will at their option repair or pay the cost of replacement of the lost or damaged property without deduction for wear, tear or depreciation.

**Insurers** will not pay more than £5,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the **schedule** of specified items and attached to the **schedule**. **Insurers** will pay up to the **sum insured** relating to such item, pair or set. If any item, pair or set suffers partial loss or damage, **insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss for an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

## What is Covered

### Part 1

#### Personal Possessions

All risks of physical loss or damage to **personal possessions**, whilst anywhere in the world, unless **we** have stated differently elsewhere in this **section** of the All Risks Policy.

### Part 2

#### Vaulted Personal Possessions

All risks of physical loss of or damage to **vaulted personal possessions** whilst within the bank vault or depository specified in the **schedule** including during any temporary removal worldwide for up to 30 days during the **period of insurance**. Cover for theft whilst the item(s) are temporarily removed is limited to theft caused by violent and forcible means only.

### Part 3

#### Money and Credit Cards

**Insurers** will pay up to £1,000 for loss or theft of **money** and up to £5,000 in respect of any sum **you** become legally liable to pay if **your credit cards** are used without **your** permission after being lost or stolen but only after **you** have complied with all the terms and conditions under which the **credit cards** were issued. All loss or theft of **money** and **credit cards** incidents must be reported to the police. Loss or theft of **credit cards** should also be reported to the card issuer.

*This part does not cover exchange rate losses, shortages caused by mistakes and **credit cards** which **you** have for the purpose of **your business**.*

### Part 4

#### New Acquisitions

Unless cover is requested for loss or damage to new additions, alterations or improvements within 30 days of acquisition, and **you** pay **us** any required proportionate additional premium, the cover for loss or damage to new additions, alterations or improvements is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 4 – Personal Possessions**.

## What is NOT Covered

- a) The amount of the **excess** shown in **your schedule**.
- b) Loss or damage caused by exposure to extremes of temperature, aridity, humidity, rising damp, to moisture, light or heat, corrosion, moth or vermin, fungus, mould, wet or dry rot, mechanical or electrical fault or breakdown, inherent defect, alteration, cleaning, renovation, repair, restoration or the like, misuse, defective design, defective workmanship or the use of defective materials.
- c) Loss of or damage to:
  - i) **jewellery** from hand luggage unless at the time of loss, it is being carried by **you**, **your** domestic staff, nominated companion or by a courier approved by **insurers** and is under the constant personal supervision of the person concerned

- ii) property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot is locked.
- d) Loss or damage caused by:
  - i) depreciation in value
  - ii) **accidental damage** where **your home** is let to anyone (other than **your** relatives or personal friends)
  - iii) chewing, fouling, scratching or tearing by **your** domestic pets
  - iv) theft or attempted theft when any part of **your home** is let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**).
- e) Coastal or river bank erosion.
- f) Loss or damage in **your home** when **unoccupied** and caused by:
  - i) escape of water from:
    - fixed water apparatus
    - pipes or
    - tanks
 unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are:
    - kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or
    - the water is shut off at the mains and and the fixed water tanks, apparatus and pipes are drained
  - ii) escape of oil from any fixed domestic heating system
  - iii) vandalism
  - iv) accidental damage
  - v) theft or attempted theft.
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.



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