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# Introduction

I am delighted you have chosen Howden to arrange your insurances.

As your insurance broker, we take our responsibility extremely seriously. No one wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience.

If you ever find any part of our service less than first class, please get in touch with me personally.



Mark Daines
Director

## Introduction

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your home** insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss 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 contract of insurance, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

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

This insurance is underwritten by SiriusPoint International Insurance Corporation. SiriusPoint International Insurance Corporation is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered on the Financial Services Register, Firm Registration Number (FRN) 202912.

Bspoke Underwriting Limited acts as a Managing General Underwriter on behalf of SiriusPoint International Insurance Corporation. Bspoke Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101.

You can check our details on the Financial Services Register register.fca.org.uk

**Howden UK Brokers Limited** is authorised by **us** to sign and issue this policy on **our** behalf in addition to receiving and settling refunds.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover:
- you understand your own duties under each section and under the insurance as a whole.
- you check that the information you have given us is complete and accurate and not misleading or untrue.

**You** are advised to keep copies of documents sent to or received from **us** for **your** own protection.

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

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**. That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

**We** also do not cover damage that happens over time such as damp, rot or damage from vermin.

**You** should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

## TO MAKE A CLAIM, PLEASE CONTACT OUR RELEVANT CLAIMS TEAMS:

PROPERTY CLAIMS: Innovation Group 0344 557 7854 or Property Claims@Innovation.Group

LIABILITY CLAIMS: Kennedys Claims 0344 557 6246 or bspoke@kennedyslaw.com

For full information relating to 'How to make a Claim', please see page 12 of this document.

# Policy definitions

Throughout this document where the following words appear in bold they will have the meanings shown below;

Accidental Damage	Unexpected and unintended loss or damage caused by a single and one-off event resulting from a sudden and external means.	
Bodily Injury	Bodily injury includes death or disease.	
Buildings	<ul> <li>Buildings includes:</li> <li>the home and its decorations</li> <li>fixtures and fittings including permanently fitted flooring attached to the home</li> <li>domestic outbuildings and private garages</li> <li>permanently installed swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates, fences and fixed fuel tanks.</li> <li>radio and television aerials, satellite dishes, their fittings and masts which are attached to the home</li> <li>you own or for which you are legally liable within the premises named in the schedule. Buildings do NOT include:</li> <li>carpets</li> </ul>	
Contents	Household goods and personal possessions, within the home, which are your property or which you are legally liable for.  Contents includes:  fixtures and fittings including carpets  radio and television aerials, satellite dishes, their fittings and masts which are attached to the home  property in the open but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)  money up to £500 (or £2,000 if held in a safe) in total  credit cards up to £2,000 in total  deeds and registered bonds and other personal documents up to £500 in total  stamps or coins forming part of a collection up to £1,250 in total  gold, silver, gold and silver plated articles, jewellery or other precious metals, furs, pictures, objets d'art or fine art, stamp, coin and metal collections up to £2,500 or 33.33% of the contents sum insured whichever is less, within the home.  domestic oil or liquefied gas in fixed fuel tanks up to £1,500  Contents does NOT include:  motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories  any living creature  any part of the buildings  any property held or used for business purposes (other than clerical office equipment up to £5,000 – subject to minimum security clause is complied with)	
Credit cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.	
Domestic Staff	A person employed to carry out domestic duties associated with <b>your home</b> and not employed by <b>you</b> in any capacity in connection with any trade profession or employment.	

Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount payable by <b>you</b> as shown in the <b>schedule</b> in the event of a claim.
Furnished	A home <b>furnished</b> enough to be normally lived in, must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
Heave	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
Home	The private dwelling of <b>standard construction</b> and the garages and out <b>buildings</b> used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
Howden UK Brokers Limited	The company who have been authorised by SiriusPoint International Insurance Corporation to transact insurance business on their behalf. <b>Howden UK Brokers Limited</b> is authorised and regulated by the Financial Conduct Authority, No. 307663.
Landslip	Downward movement of sloping ground.
Money	<ul> <li>current legal tender, cheques, postal and money orders</li> <li>postage stamps not forming part of a stamp collection</li> <li>savings stamps and saving certificates, travellers' cheques</li> <li>premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes</li> </ul>
Occupant	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
Period of Insurance	The private dwelling of <b>standard construction</b> and the garages and out <b>buildings</b> used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
Personal Possessions	Clothing, baggage, sports, camera and music equipment and other similar items normally carried about the person and all of which belong to <b>you</b> .  Personal Possessions does NOT include;  • money and credit cards  • pedal cycles
Premises	The address which is named in the <b>schedule.</b>
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The <b>schedule</b> forms part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>excess</b> , the period of insurance and the sections of this insurance which apply.
Settlement	Downwards movement as a result of the soil being compressed by the weight of the <b>buildings</b> within ten years of construction.
Standard Construction	Built of brick, stone or concrete including timber framed and roofed with either slates, tiles, asphalt, metal or concrete.

Subsidence	Downward movement of the ground beneath the <b>buildings</b> other than by <b>settlement</b> .
United Kingdom	England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands, and journeys between these countries.
Unoccupied	The <b>home</b> is <b>unoccupied</b> when it has not been lived in for more than 30 consecutive days or is not furnished enough to be normally lived in. If however, the <b>home</b> is shown as being unoccupied in the schedule all applicable <b>unoccupied</b> policy conditions apply from the inception of the policy.
Valuables	<ul> <li>jewellery</li> <li>furs</li> <li>gold, silver, gold or silver plated articles and precious metals</li> <li>pictures, fine art and objets d'art</li> <li>stamp, coin and metal collections</li> </ul>
We/us/our	Bspoke Underwriting Ltd on behalf of SiriusPoint International Insurance Corporation.
You/your/insured	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> in the normal course of events &/or during school or further education vacations / holidays.
Your broker	Howden UK Brokers Limited.

# Important Information About Your Policy

#### **Cooling Off Period**

**You** may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **you** receive full policy documentation. If **you** are able to and do cancel within such 14 day period, **we** will refund any premiums paid.

#### **Cancellation Conditions**

**We** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.

You can also cancel this insurance contract at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim. If your home is unoccupied and you cancel this policy, we will retain a minimum of 50% of the premium.

#### Non-payment of premiums

**We** reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations.

**Your** entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

Tel: 0800 678 1100 and 020 7741 4100 Email: enquries@fscs.org.uk Website: www.fscs.org.uk

#### Law Applicable to Contract

This insurance is subject to English Law and any disputes in connection with this policy will be subject to English courts, if there is any dispute as to which law applies, it will always be English Law.

#### Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance contract 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 that Act.

# Important Information You Have Given Us

# The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The act also places a duty on the insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

#### Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- a. treat this policy as if it never existed;
- b. decline all claims; and
- c. retain the premium.

If we establish that you carelessly provided us with untrue or misleading information we will have the right to:

- i. treat this policy as if it never existed, refuse to pay any claim and return the premium you have paid, if we would not have provided you with cover;
- ii. treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms:
- iii. reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify you in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- 1. give **you** thirty (30) days' notice that **we** are terminating this policy: or
- 2. give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- 3. If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the period of insurance.

If you become aware that information you have given us is inaccurate, you must inform your broker as soon as possible.

#### **Sums Insured**

You must ensure the sums insured provided are correct.

The buildings sum insured must be enough to fully rebuild the buildings at **your** premises including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

The specified and unspecified items sums insured stated in the **schedule** in respect of valuables and personal **possessions** must be enough to replace the items as new.

#### Changes in Circumstances

**We** have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your** broker of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess.** 

In particular, you must tell your broker:

- if you change your address;
- if you, or any person named in the schedule, change occupation;
- if you, your family or any person named in the schedule receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served):
- if you, your family or any person named in the schedule have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to your buildings that will increase the rebuilding costs:
- about any changes to your contents that will increase the reinstatement costs;
- about any changes to your specified and unspecified items that will increase their value

Please also ensure that **you** review page 11 for other more specific general conditions relating to **your** property whereby it will be necessary to advise **your** broker of changes.

#### Insurer's Data Privacy Notice

#### SiriusPoint International Insurance Corporation Privacy Notice

Personal data provided in connection with this policy will be used and processed in line with **our** Privacy Notice for Policyholders. A copy of this is available at www.siriuspt.com/uk-eu-privacy-notice-for-policyholders-8-oct-2021

#### **Bspoke Underwriting Ltd**

Bspoke Underwriting Limited act as a Managing General Underwriter of SiriusPoint International Insurance Corporation and is registered as a data controller with the Information Commissioner's Officer. Registration number is Z7739575.

This information is relevant to anyone who uses their services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

They are dedicated to being transparent about what they do with the information that they collect about **you** and they process **your** personal data in accordance with the relevant data protection legislation.

#### Why do they process your data?

The provision of **your** personal data is necessary for them to administer **your** insurance policy and meet their contractual requirements under the policy. **You** do not have to provide them with your personal data, but they may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

#### What information do they collect about you?

Where **you** have purchased an insurance policy through an agent, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to Bspoke Underwriting Ltd so that they can administer **your** insurance policy on **our** behalf and fulfil **our** contract of insurance.

Bspoke Underwriting Ltd collect this data on **our** behalf as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. They may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

They also process special categories of **your** personal data as it is in the substantial public interest and it is necessary:

- i. for administering your insurance policy; or
- ii. to prevent and detect an unlawful act (e.g. fraud).

#### **Privacy Notice**

You can get more information about this by viewing Bspoke Underwriting Ltd's full Privacy Notice online at bspokegroup.co.uk/brands/underwriting or request a copy by emailing them at dataprotection@bspokeunderwriting.co.uk

Alternatively, **you** can write to them at: Data Protection, Bspoke Underwriting Limited, Brookfield Court, Selby Rd, Leeds LS25 1NB.

**Your** insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

# General Conditions applicable to the whole of this insurance

Failure to comply fully with any of the conditions listed below, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage. In addition **we** may, at **our** discretion, continue to provide cover on the same terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety.

- 1. It is a condition precedent to liability that **you** must take all steps to prevent any loss, damage or injury.
- 2. It is a condition precedent to liability that the **premises** must be maintained in a good condition, good state of repair and be structurally sound.
- 3. It is a condition precedent to liability that **you** must tell **your broker** immediately if **you** stop using the home as **your** permanent private residence or change address.
- 4. It is a condition precedent to liability that **you** must tell **your** broker immediately if **you** regularly leave the home unattended by day or night other than for **your** normal job of work.
- 5. It is a condition precedent to liability that **you** must tell **your broker** immediately if **you** leave the home without an **occupant** for more than 30 consecutive days, unless the **schedule** states the occupancy as holiday/second home.
- 6. It is a condition precedent to liability that **you** must immediately inform **your broker** of any change to the occupancy of the home from that last disclosed to **us** or if the home becomes illegally occupied.
- 7. It is a condition precedent to liability that **you** must ensure that all protections provided for the security of the home, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If **you** fail to comply with any part of this condition, claims as a result of illegal entry or exit will not be covered.
- 8. It is a condition precedent to liability that **you** must tell you**r broker** before **you** start any refurbishments, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us.**
- 9. It is a condition precedent to liability that **you** must immediately inform **your broker** if the **home** is to be demolished or if the **home** becomes subject to compulsory purchase order.

When **your broker** receives notification of any alterations as described above, **we** or **your broker** have the option to either change the terms and conditions or issue notice of cancellation of this insurance

#### Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dogs. It also places requirements in relations to dogs which are, as described by the Act, dangerously out of control.

For further guidance please see the Office of Public Sector Information Website (www.legislation.gov.uk) or contact the Citizens Advice Bureau.

#### **Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information Website (www.legislation.gov.uk) or contact the Citizens Advice Bureau.

### How to Make a Claim

In the event of a claim or potential claim under this policy, please contact our claims team as follows:

Sections 1, 2 and 5-8 (Property) - Innovation Property (UK) Limited, Yarmouth House, 1300 Parkway, Whiteley, Fareham PO15 7AE.

Telephone: 0344 557 7854 or Email: PropertyClaims@Innovation.Group

(Opening Hours 8am to 6pm Monday to Friday, plus an Out of Office Team providing First Notification of Loss service).

Sections 3 & 4 (Liability) - Kennedys Law Claims, 6 Queen Street, Leeds LS12TW.

Telephone: 0344 557 6246 or Email: bspoke@kennedyslaw.com

(Opening Hours 9am to 5pm Monday to Friday.)

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

## **Defence of Claims**

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

# Claims Conditions applicable to the Whole of this Insurance

Your duties in the event of a claim or possible claim under this insurance

- 1. **You** must notify **our** appointed claims management team, as soon as possible of the incident that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within 24 hours of the incident to obtain a crime reference number.
- 2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
- 3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- 4. **We** or **our** representatives will be entitled to enter **your home** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.

- 5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
- 6. Where we deem appropriate, we may ask you for additional assistance in proving your claim for certain items or parts of your building. It is your responsibility to prove any loss and when requested by us, you must provide us with evidence of the value or age (or both) for the specifically identified items that have been included in your claim. To help validate your claim we may therefore require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your premises.

- 7. You must take care to limit any loss, damage or injury.
- 8. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay any part of **your** fraudulent claim. In addition, **we** will have the right to:
- a. treat this policy as terminated from the date of **your** fraudulent act:
- b. recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim.
- 9. **You** must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

Failure to comply fully with any of the claims conditions listed above may prejudice **you** in the event of a claim, which may result in **your** claim not being paid and **your** policy voided.

# Claims Conditions that apply to Section 1 – Buildings Only

# Settling claims – How we deal with your claim

If **your** claim for loss or damage is covered under Section 1, **we** will pay the full cost of repair as long as:

- the buildings were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for full cost of rebuilding the buildings in their present form
- the damage has been repaired or the loss has been reinstated.

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

**We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **your** intention to demolish the **building, our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

#### Your sum insured

**We** will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

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 proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium you have paid for your buildings insurance is equal to 75% of what your premium would have been if your buildings sum insured was enough to reconstruct your buildings, then we will pay up to 75% of any claim made by you.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees.

# Claims Conditions that apply to Section 2 – Contents Only

# Settling claims – How we deal with your claim

If you claim for loss or damage to the contents, we will at our option repair, replace or pay for any article covered under Section 2.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- you have paid or we have authorised the cost of replacement.

The above basis of settlement will not apply to:

- · clothes
- · pedal cycles

where we will take off an amount for wear and tear and depreciation.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### Your sum insured

**We** will not reduce the sum insured under Section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If you are underinsured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium you have paid for your contents insurance is equal to 75% of what the premium would have been if your contents sum insured was enough to replace the entire contents as new, then we will pay up to 75% of any claim made by you.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us.** At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### Limit of insurance

**We** will not pay any more than the sum insured for the contents of each **premises** shown in the **schedule** including any payments for loss of rent or alternative accommodation.

# Claims Conditions that apply to Section 3 – Accidents to Domestic Staff Only

#### Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

# Claims Conditions that apply to Section 4 – Legal Liability to the Public Only

#### Limit of insurance

We will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

#### We will not pay;

- in respect of pollution and/or contamination more than £2,000,000 in all
- in respect of other liability covered under Section 4:

more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

# Claims Conditions that apply to Section 5 – Valuables and Personal Possessions Only

# Settling claims – How we deal with your claim

**We** will at **our** option repair, replace or pay for any article lost or damaged.

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.

In the case of mobile phones, will take off an amount for wear and tear and depreciation.

#### Your sum insured

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay up to the value of the items listed on **your** policy **schedule**.

However, if **personal possessions** are lost or damaged away from the home, **we** will not take account of the value of **personal possessions** in the home at the time of such loss or damage.

#### Limit of insurance

 $\boldsymbol{We}$  will not pay more than the sum(s) insured shown in the  $\boldsymbol{schedule.}$ 

# What to do if you have a Complaint – Enquiries and Complaints Procedure

Should there ever be an occasion where **you** need to complain, **we** will endeavour to resolve this as quickly and fairly as possible. **We** are committed to treating **our** customers fairly.

However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please state, **your** name, the nature of **your** complaint, and, if applicable, the policy and/or claim reference.

If you wish to make a complaint about your policy administration and documents, you should contact your broker:

Howden UK Brokers Limited Unit 8 Lakeside Business Village Fleming Road Chafford Hundred Grays, Essex RM16 6EW

Telephone: 020 8557 2353

If you wish to make a complaint about a claim, you should refer the matter to the relevant claims specialists as follows:

Sections 1, 2 and 5-8 (Property)

Complaints

Innovation Property (UK) Limited Yarmouth House, 1300 Parkway Whiteley, Fareham PO15 7AE

Telephone: 0344 557 7854

Sections 3 & 4 - Liability Claims

Complaints Kennedys Law 6 Queen Street Leeds LS12TW

Telephone: 0344 557 6246

Alternatively you can ask your broker to refer the matter on for you.

Please quote your policy number and claim reference (if applicable) in all correspondence so that your concerns may be dealt with speedily.

#### What happens next?

In the event of contacting your broker or one of the Claims Specialists you remain dissatisfied, then you may refer your case to:

The Financial Ombudsman Service, Exchange Tower, London, E149SR

Telephone: 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

When you exercise your right to refer your complaint to the Financial Ombudsmen Service, you must do so within 6 months of the date of our final response.

Please note, taking your complaint to the Financial Ombudsman does not affect your statutory rights.

# General Exclusions applicable to the Whole of this Insurance

a. Radioactive Contamination and Nuclear Assemblies Exclusion

#### We will not pay for:

- Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
- 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 nuclear fuel or from any nuclear waste or 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. War and Civil War Exclusion

**We** will not for any loss or damage or liability directly or indirectly occasioned 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. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by you or any member of your home
- due to consequential loss of any kind or description

#### d. Electronic Data Exclusion

#### We will not pay for:

**Loss**, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to a computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of

copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such electronic data to the **insured** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

e. Contracts (Rights of Third Parties) Act 1999 Clarification Exclusion

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 that Act.

f. Biological, Chemical and/or Nuclear Contamination Exclusion

#### We will not pay for

Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss;

Any legal liability of whatsoever nature;

Death or injury to any person; directly or indirectly caused by or contributed to by, or arising from, Biological, Chemical and/or Nuclear contamination due to or arising from:

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

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

- i. The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. 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.

g. Contamination, Pollution and Disease Exclusion

**We** will not pay for any loss, damage or liability, directly or indirectly, caused by any one or more of the following, whether or not acting in any sequence with any other cause:

- a. pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification;
- b. poisoning, disease or illness, epidemic or pandemic (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

For the purpose of this exclusion, **epidemic** and **pandemic** are defined as the following:

**Epidemic**: The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

**Pandemic:** A worldwide epidemic of a disease as declared by the World Health Organization.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils:

fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **subsidence**, heave or **landslip**, collision by any vehicle or animal, volcanic eruption.

#### h. Micro-organism Exclusion

**We** will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- i. any physical loss or damage to insured property;
- any insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii. any one loss, occupancy or functionality; or
- iv. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

#### i. Contractors Exclusion

**We** will not pay for any loss, damage or liability arising out of the activities of contractors, for the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

#### j. Diminution in Value Exclusion

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

#### k. Wear and Tear Exclusion

**We** will not pay for any loss or damage caused by wear and tear or any other gradual operating cause.

#### I. Faulty Workmanship Exclusion

**We** will not pay for any loss or damage arising from faulty design, specification, workmanship or materials.

#### m. Domestic Pets, Insects or Vermin Exclusion

**We** will not pay for any physical loss or damage caused by domestic pets, insects or vermin.

#### n. Asbestos Exclusion

**We** will not pay any loss or damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

#### o. Sanction Limitation and Exclusion

**We** shall not provide any benefit under this contract of 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.

#### p. Other Insurance

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

#### q. Communicable Disease Exclusion

Notwithstanding any other provision herein, this insurance does not cover:

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- 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.

# Section 1 – Buildings

Buildings – This insurance covers the buildings for loss or damage directly caused by

What is covered	What is not covered
1. fire, lightning, explosion or earthquake	a. the <b>excess</b> shown in the <b>schedule</b>
2. aircraft and other flying devices or items from them	a. the <b>excess</b> shown in the <b>schedule</b>
3. storm, flood or weight of snow	a. the <b>excess</b> shown in the <b>schedule</b>
	b. for loss or damage caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> other than as covered under number 9 of Section 1
	c. for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, gates and fences unless there is a damage caused to the main dwelling as well
	d. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in
	e. for loss or damage to <b>buildings</b> caused by frost
	f. for loss or damage caused by rising groundwater or a change in the water table level
4. escape of water from and frost damage to fixed water	a. the excess shown in the schedule
tanks, apparatus or pipes and fittings	b. for loss or damage caused by <b>subsidence</b> , <b>heave</b> or <b>landslip</b> other than as covered under number 9 of Section 1
	c. for loss or damage to domestic fixed fuel-oil tanks and swimming pools
	d. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in
	e. for loss or damage to the <b>buildings</b> caused by wet or dry rot
	f. for loss or damage to the <b>buildings</b> caused by the failure or lack of grout and/or sealant
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed	a. the excess shown in the schedule
domestic heating installation	b. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in
6. theft or attempted theft	a. the excess shown in the schedule
	b. for loss or damage while the <b>home</b> is lent, let or sub-let unless the loss or damage follows a forcible and violent entry or exit
	c. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not furnished enough to be normally lived in
	d. for loss or damage caused by any person lawfully on the <b>premises</b>
7. collision by any vehicle or animal	a. the <b>excess</b> shown in <b>schedule</b>
	b. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in

What is covered	What is not covered
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a. the excess shown in the schedule
	<ul> <li>b. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in</li> </ul>
	c. for loss or damage unless caused by forcible and violent entry to or exit from the <b>home</b> , or by deception
	d. for loss or damage caused by any person lawfully on the <b>premises</b>
9. subsidence or heave of the site upon which the buildings stand or landslip	a. the <b>excess</b> shown in the <b>schedule</b>
State of fairesip	b. for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
	c. for loss or damage which compensation has been provided for or would have been but for the existence
	d. of this insurance under any contract or a guarantee or by law for loss or damage caused by coastal or river erosion
	e. for loss or damage while the <b>buildings</b> are undergoing any structural repairs, alterations or extensions
	f. for loss or damage caused by any new structures bedding down, settling, expanding or shrinking
	g. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not furnished enough to be normally lived in
	h. for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
10. breakage or collapse of fixed radio and television aerials, fixed catallity dichas and their fittings and masts.	a. the <b>excess</b> shown in the <b>schedule</b>
fixed satellite dishes and their fittings and masts	b. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in
11. falling trees, telegraph poles or lamp posts	1. the excess shown in the schedule
	2. for loss or damage caused by trees being cut down or cut back within the <b>premises</b>
	3. for loss or damage to gates and fences unless the main residence is damaged during the same event
	4. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in

# Section 1 – Buildings

Buildings- This section of the insurance also covers

What is covered	What is not covered
<ul> <li>a. the cost of repairing accidental damage to</li> <li>fixed glass and double glazing (including the cost of replacing frames)</li> <li>solar panels</li> <li>sanitary ware</li> <li>ceramic hobs</li> </ul> all forming part of the buildings	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage caused by chipping, denting or scratching</li> <li>c. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>
<ul> <li>b. The cost of repairing accidental damage to</li> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul> which you are legally liable for	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage to any part of the cables or service pipes within the buildings</li> </ul>
i. loss of rent contractually due to <b>you</b> which <b>you</b> are unable to recover following loss or damage which is covered under Section 1  ii. additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section 1	<ul> <li>a. the excess shown in the schedule</li> <li>b. any amount over 20% of the sum insured for the buildings damaged or destroyed</li> <li>c. for loss of rent after the premises is fit to be let out</li> <li>d. for loss or damage while the buildings are unoccupied or not</li> <li>e. furnished enough to be normally lived in for loss of rent or any other expenses you must pay to the letting agent</li> <li>f. for loss of rent for more than 24 months</li> </ul>
<ul> <li>d. expenses you have to pay and which we have agreed in writing for</li> <li>architects', surveyors', consulting engineers' and legal fees</li> <li>the cost of removing debris and making safe the buildings</li> <li>costs you have to pay in order to comply with any Government or local authority requirements</li> <li>following loss or damage to the buildings which is covered under Section 1</li> </ul>	<ul> <li>a. any expenses for preparing a claim or an estimate of loss or damage</li> <li>b. any costs if Government or local authority requirements have been served on you before the loss or damage occurred</li> </ul>

What is covered	What is not covered
e. increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 1	<ul> <li>a. more than £1,000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £1,000 in total</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>
f. anyone buying the <b>home</b> who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is sooner	<ul><li>a. if the <b>buildings</b> are insured under any other insurance</li><li>b. the <b>excess</b> shown in the <b>schedule</b></li></ul>
g. expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the <b>buildings</b> , which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under Section 1	a. more than £2,500 in any <b>period of insurance</b>
h. loss or damage to <b>buildings</b> caused by forced entry by emergency services attending <b>your premises</b> , to deal with a medical emergency or to prevent damage to <b>home</b>	<ul> <li>a. the excess shown in the schedule</li> <li>b. more than £1,000 in any one period of insurance</li> </ul>

# Section 1 – Buildings

#### Accidental Damage to the Buildings

The following applies only if the schedule shows that **Accidental Damage** to the **buildings** is included

What is covered	What is not covered
Accidental damage to the buildings	<b>We</b> will not pay:
Accidental damage to the buildings	a. the excess shown in the schedule b. for damage or any proportion of damage which we specifically exclude elsewhere under Section 1 c. for the buildings moving, settling, shrinking, collapsing or cracking d. for damage while the home is being altered, repaired, externally professionally cleaned, maintained or extended e. for damage to outbuildings and garages which are not of standard construction f. for damage while the home is lent, let or sub-let g. for the cost of general maintenance h. for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause i. for damage from mechanical or electrical faults or breakdown j. for damage caused by dryness, dampness, extremes of temperature or exposure to light k. for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences and fuel tanks, piers, jetties, bridges and culverts
	<ul> <li>I. for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>m. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in</li> </ul>

## Section 2 – Contents

**Contents –** This insurance covers the contents for loss or damage directly caused by

What is covered	What is not covered
1. fire, lightning, explosion or earthquake	a. the <b>excess</b> shown in the <b>schedule</b>
2. aircraft and other flying devices or items from them	a. the <b>excess</b> shown in the <b>schedule</b>
3. storm, flood or weight of snow	<ul> <li>a. the excess shown in the schedule</li> <li>b. for property in the open other than garden ornaments and statues</li> <li>c. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>d. for loss or damage to contents caused by frost</li> <li>e. for loss or damage caused by rising groundwater or a change in the water table level</li> </ul>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes and fittings	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage to the contents caused by wet or dry rot</li> <li>d. for loss or damage to the contents caused by the failure or lack of grout and/or sealant</li> </ul>
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>
6. theft or attempted theft	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the home is lent, let or sub-let unless the loss or damage follows a forcible and violent entry or exit</li> <li>c. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>d. any amount over £2,500 or 5% of the sum insured for contents whichever is greater, within domestic outbuildings and garages</li> <li>e. for loss or damage caused by any person lawfully on the premises</li> </ul>
7. collision by any vehicle or animal	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>

What is covered	What is not covered
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage unless caused by forcible and violent entry to or exit from the home, or by deception</li> <li>d. for loss or damage caused by any person lawfully on the premises</li> </ul>
9. subsidence or heave of the site upon which the buildings stand or landslip	<ul> <li>a. the excess shown in the schedule</li> <li>b. 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</li> <li>c. for loss or damage caused by coastal or river erosion</li> <li>d. for loss or damage while the buildings are undergoing any structural repairs, alterations or extensions</li> <li>e. for loss or damage caused by any new structures bedding down, settling, expanding or shrinking</li> <li>f. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>
10. falling trees, telegraph poles or lamp-posts	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage caused by trees being cut down or cut back within the premises</li> <li>c. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>

## Section 2 – Contents

Contents - This section of the insurance also covers

What is covered	What is not covered
<ul> <li>a. accidental damage to</li> <li>televisions, satellite decoders</li> <li>audio and visual equipment</li> <li>radios</li> <li>home computers and communication equipment</li> <li>all situated within the home</li> </ul>	<ul> <li>a. the excess shown in the schedule</li> <li>b. for damage or deterioration caused in the process of non-domestic cleaning, repair, renovation, or dismantling</li> <li>c. for loss or damage to tapes, records, cassettes, discs or computer software</li> <li>d. for mechanical or electrical faults or breakdown</li> <li>e. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>f. for loss or damage while the home is lent, let or sub-let</li> </ul>
<ul> <li>b. accidental damage of</li> <li>fixed glass and double glazing</li> <li>sanitary ware forming part of the buildings</li> <li>mirrors</li> <li>glass tops and fixed glass in furniture</li> <li>ceramic hobs</li> <li>which you are legally liable for as tenant and do not have otherinsurance for</li> </ul>	<ul> <li>a. the excess shown in the schedule</li> <li>b. the cost of repairing, removing or replacing frames</li> <li>c. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>d. for loss or damage while the home is lent, let or sub-let</li> </ul>
<ul> <li>c. the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by: <ol> <li>i. any of the events insured numbers 1-10 in Section 2 while the contents are:</li> <li>in any occupied private dwelling</li> <li>in any buildings where you are living or working</li> <li>in any building for valuation, non-domestic cleaning or repair</li> <li>in any furniture store or self-storage</li> <li>in any bank or safe deposit</li> <li>ii. fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to or from any bank, safe deposit, furniture store or self-storage</li> </ol> </li> </ul>	<ul> <li>a. the excess shown in the schedule</li> <li>b. for contents outside the United Kingdom</li> <li>c. for money or credit cards</li> <li>d. any amount over 20% of the sum insured for the under Section 2 for contents</li> <li>e. loss or damage by theft unless it involves forcible and violent entry to or exit from the buildings</li> </ul>
d. up to twelve months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under Section 2	<ul> <li>a. any amount over 20% of the sum insured under Section 2 contents of the buildings damaged or destroyed</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>

What is covered	What is not covered
e. the increased costs of using alternative accommodation substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under Section 2	<ul> <li>a. any amount over 20% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>
f. your legal responsibility as a tenant for loss or damage to the buildings which is covered under Section 2	<ul> <li>a. the excess shown in the schedule</li> <li>b. any amount over 10% sum insured under Section 2 for the contents of the buildings damaged or destroyed</li> <li>c. for loss or damage caused by fire, lightning, or explosion to the buildings other than to the landlord's fixtures or fittings</li> <li>d. for loss or damage arising from subsidence, heave or landslip</li> <li>e. for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</li> <li>f. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>g. for loss or damage while the home is lent, let or sub-let</li> </ul>
g the cost of repairing accidental damage to  domestic oil pipes  underground water-supply pipes  underground sewer, drains and septic tanks  underground gas pipes and tanks  underground cables  which you are legally liable for	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage while the home is lent, let or sub-let</li> </ul>
h fatal injury to <b>you</b> , happening as a direct result of an accident, assault or fire in <b>your home</b> provided that death ensues within twelve months of such injury, for the following amounts:  • £10,000 for each insured person over the age of majority within the <b>United Kingdom</b> ,  • £5,000 for each insured person under the age of majority within the <b>United Kingdom</b> at the time of the incident	
i. costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys	<ul> <li>a. any amount over £250 in total in any period of insurance</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage while the home is lent, let or sub-let</li> </ul>

What is covered	What is not covered
j. increased domestic metered water charges <b>you</b> have to pay following escape of water which gives rise to an admitted claim under number 4 of Section 2	a. more than £1,000 in any <b>period of insurance</b> , if <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £1,000 in total
k. loss or damage to <b>contents</b> whilst being moved to <b>your</b> new permanent <b>home</b> in the <b>United Kingdom</b> by professional removers	<ul> <li>a. the excess shown in the schedule</li> <li>b. damage to china, glass and similar brittle items, unless they have been packed by professional packers</li> <li>c. loss or damage that is not reported within 7 days of your contents being delivered to your new home</li> <li>d. any amount if the insurance has ceased or expired</li> <li>e. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> </ul>
l. loss or damage to visitors personal possessions by any event insured under numbers 1-10 in Section 2 whilst contained within <b>your home</b>	<ul> <li>a. any amount over £1,000 in total</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage while the home is lent, let or sub-let</li> </ul>
<ul> <li>m. an additional amount of 15% or £5,000 of the sum insured for contents whichever is the greater during:</li> <li>the months of December and January</li> <li>a period of 60 days either side of the day of your wedding to provide additional cover within home in respect of presents, gifts, new purchases or acquisitions</li> </ul>	<ul> <li>a. the excess shown in the schedule</li> <li>b. for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in</li> <li>c. for loss or damage while the home is lent, let or sub-let</li> </ul>
n. loss or damage to <b>contents</b> and <b>personal possessions</b> at a residential care home attended by <b>you</b> or <b>your</b> parents	<ul> <li>a. any amount over £2,500 in total</li> <li>b. any amount over £250 for any one single item, pair, set or collection</li> <li>c. theft cover unless following forcible and violent entry or exit.</li> </ul>
o. loss or damage to <b>contents</b> temporarily at a boarding school or university halls of residence whilst <b>you</b> are attending further education	<ul> <li>a. any amount over £2,500 in total</li> <li>b. any amount over £250 for any one single item, pair, set or collection</li> <li>c. any amount over £250 in total any one period of insurance in respect of computer games, videos, DVDs, CDs and similar media</li> <li>d. theft cover unless following forcible and violent entry or exit</li> <li>e. pedal cycles, computer equipment, musical instruments or sports equipment</li> </ul>

## Section 2 – Contents

#### **Accidental Damage to the Contents**

The following applies only if the schedule shows that Accidental Damage to the contents is included

What is covered	What is not covered
Accidental damage to the contents within the home	a. the <b>excess</b> shown in the <b>schedule</b>
	b. for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section 2
	c. for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	d. for damage caused by chewing, tearing, scratching or fouling by animals
	e. any amount over £5,000 in total for porcelain, china, glass and other brittle articles
	f. for <b>money, credit cards,</b> documents or stamps
	g. for damage to contact, corneal or micro corneal lenses
	h. for damage while the home is lent, let or sub-let
	i. for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
	j. for damage arising out of faulty design, specification, workmanship or materials
	k. for damage from mechanical or electrical faults or breakdown
	I. for damage caused by dryness, dampness, extremes of temperature or exposure to light
	m. for any damage caused by or contributed to by, or arising from, any kind of pollution and/or contamination
	n. for loss or damage arising from demolition, structural alteration or structural repair of the <b>buildings</b>
	o. for loss or damage while the <b>buildings</b> are unoccupied or not <b>furnished</b> enough to be normally lived in

## Section 3 – Accidents to Domestic Staff

Accidents to Domestic Staff – This section applies only if the contents are insured under Section 2

What is covered	What is not covered
We will compensate you for the amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	<ul> <li>We will not compensate you for bodily injury arising directly or indirectly</li> <li>from any vehicle outside the premises</li> <li>from any vehicle used for racing, pacemaking or speed testing</li> <li>from any communicable disease or condition</li> <li>in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance</li> <li>for any action brought outside the United Kingdom</li> </ul>

## Section 4 – Legal Liability to the Public

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section 1 of the **contents** are insured under Section 2 of this insurance

#### Part A

Part A of this section applies in the following way:

if the buildings only are insured, your legal liability as owner only but not as occupier is covered under Part A (i) below.

if the contents only are insured, your legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.

if the buildings and contents are insured, your legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

#### What is covered What is not covered We will compensate you: We will not compensate you for any liability: i. as owner or occupier for any amounts you become legally a. for bodily injury to liable to pay as damage for · bodily injury any other permanent member of your home any person who at the time of sustaining such injury is engaged in · damage to property your service caused by an accident happening at the premises during the b. for **bodily injury** arising directly or indirectly from any communicable period of insurance disease or condition OR c. arising out of any criminal or violent act to another person ii. as a private individual for any amounts you become legally d. for damage to property owned by or in the charge or control of liable to pay as damages for · bodily injury any other permanent member of your home · damage to property · any person engaged in your service caused by an accident happening anywhere in the world e. in Canada or the United States of America after the total period of during the period of insurance stay in either or both countries has exceeded 30 days in the period of insurance f. which you have assumed under contract and which would not otherwise have attached g. arising out of your ownership, possession or use of: i. any motorised or horsedrawn vehicle other than: · domestic gardening equipment used within the premises and · pedestrian controlled gardening equipment used elsewhere ii. any power-operated lift iii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv. any animal other than cats, dogs or horses which are not designated as dangerous under the Dangerous Dogs Act 1991

What is covered	What is not covered
	<ul> <li>h. in respect of any kind of pollution and/or contamination other than:</li> <li>caused by sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the <b>premises</b> named in the schedule; and</li> <li>reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul>
	in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
	i. arising out of ownership, occupation, possession or use of any land or <b>building</b> that is not within the <b>premises</b>
	j. if <b>you</b> are entitled to indemnity under any other Insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

#### Part B

What is covered	What is not covered
<b>We</b> will pay for sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that:	
<ul> <li>Part A(ii) of this section would have indemnified you had the award been made against you rather than to you</li> <li>there is no appeal pending</li> <li>you agree to allow us to enforce any right which we shall become entitled to upon making payment</li> </ul>	

#### Part C

What is covered	What is not covered
<b>We</b> will compensate <b>you</b> for any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<ul> <li>We will not compensate you</li> <li>for any liability if you are entitled to indemnity under any other insurance</li> <li>for the cost of repairing any fault or alleged fault</li> </ul>

# Section 5 – Valuables and Personal Possessions

Valuables and Personal Possessions – The following cover applies only if the schedule shows that it is included

What is covered	What is not covered
Valuables and personal possessions listed in the schedule	a. the <b>excess</b> shown in the <b>schedule</b>
(or specification(s) attached) against physical loss or damage within <b>United Kingdom</b> , Europe and up to 60 days Worldwide	b. for damage caused by moth, vermin, wear and tear, dry or wet rot, or any gradually operating cause
	c. for damage from electrical or mechanical faults or breakdown
	d. any amount over £5,000 for any one item (including articles forming a pair or set) unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b>
	e. for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	f. for damage to guns caused by rusting or bursting of barrels
	g. for breakage of any sports equipment whilst in use
	h. for any loss or damage to contact, corneal or micro corneal lenses, hearing aids or dental appliances
	i. for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision
	j. for mobile phones and computer equipment unless otherwise stated in the specification(s) attached in the <b>schedule</b>
	k. any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant
	l. any amount over £2,000 in total in respect of theft or disappearance of valuables from hotel or motel rooms during absence from such rooms
	m. for loss or damage while the <b>buildings</b> are unoccupied or not furnished enough to be normally lived in
	n. for loss or damage while the home is lent, let or sub-let

## Section 6 – Domestic Freezer Cover

Domestic Freezer Cover - The following cover applies only if the **schedule** shows that it is included

What is covered	What is not covered
The cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	We will not pay:  a. the excess shown in the schedule
J	b. for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply
	c. for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action
	d. more than £1,000 in any period of insurance
	e. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in
	f. for loss or damage while the <b>home</b> is lent, let or sub-let

## Section 7 – Pedal Cycle Cover

Pedal Cycle Cover - The following cover applies only if the schedule shows that it is included

e will not pay:
the excess shown in the schedule  for loss or damage to: tyres, lamps, accessories,  lless the cycle is stolen or damaged at the same time.
for damage from mechanical or electrical faults or breakdown  for loss or damage while the pedal cycle is used for racing or icemaking or is let out on hire or is used other than for private purposes  to replace a stolen pedal cycle(s) unless it was locked to an immovable oject or kept in a locked building at the time of the theft  for loss or damage while the buildings are unoccupied or not rnished enough to be normally lived in
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# Section 8 - Money and Credit Card Cover

Money and Credit Card Cover – The following cover applies only if the **schedule** shows that it is included

What is covered	What is not covered
Section 5 of this insurance extends to cover the following:	We will not pay:
theft or accidental loss of <b>money</b>	a. the excess shown in the schedule
any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your</b>	b. to make up any shortages due to an error or omission
credit cards(s)	c. for loss of value
within the geographical limits shown in the <b>schedule</b> ,	d. more than £1,000 in any <b>period of insurance</b>
provided that	e. for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not
<ul> <li>within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit</li> </ul>	furnished enough to be normally lived in
card(s), the card issuing company; and	f. for damage while the <b>home</b> is lent, let or sub-let
you have complied with all other conditions under which	
your credit card(s) were issued to you	



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