



# HOME & CONTENTS

## Insurance Policy Document (UK)

Residential Let, Holiday Homes & Unoccupied





# Residential Let, Holiday Homes and Unoccupied Buildings Contents 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

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

This Policy cover is administered by NBS Underwriting who act on behalf of HCC International Insurance Company plc.

NBS Underwriting is a trading style of NBS Underwriting Limited. Registered in England No. 07566393. Registered Office: One Fleet Place, London EC4M 7WS. NBS Underwriting Limited is authorised and regulated by the Financial Conduct Authority, FRN 590034.

**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 or 0300 500 8082.

**Our** permitted business is advising on and arranging general insurance contracts.

The Policy cover has 4 Sections, and Your selection of Sections is set out in Your **Schedule**.

The Sections are shown on the Contents page.

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 Residential Let, Holiday Homes, Unoccupied Buildings & Contents policy

**Your** 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 Policy whilst it is in force.

Please take time to read all the **Sections** of the 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**, **We** 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 Policy. In some circumstances **We** 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 Policy for those **Sections** named in the **Schedule** for any **Insured Event** which takes place during the **Period of Insurance**. **Your** Policy ends at midnight on the last day of each **Period of Insurance**.

## 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 for circumstances that **You** should tell **Us** about.

## 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, including breaching obligations under any finance agreement associated with this insurance **policy**
- ⊞ a change in risk, where cover can no longer be provided
- ⊞ lack of cooperation or failure to supply accurate or complete information/documentation
- ⊞ **You** act in a fraudulent manner
- ⊞ **You** use threatening or abusive behaviour.



# How The Cover Works - continued

## 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

**You** and **We** can choose the law which applies to this policy. **We** propose that the Law of England and Wales applies. Unless **We** and **You** agree otherwise the Law of England and Wales will apply to this policy.



# What To Do If You Have a Claim

Naturally **We** hope **You** won't have any accidents or misfortune, but if **You** do, the following procedure should be followed.

To make a claim, please contact: RELA Loss Adjusters

Telephone: **08081 756 304**

Email: **NBSclaims@relaltd.com**

Claims in writing should be directed to: RELA, Unit 7, Bocam Park, Old Field Road, 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.

How **We** Deal with **Your** Claim

## 1. Defence of Claims

**We** may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.



# What To Do If You Have a Claim - continued

How **We** Deal with **Your** Claim - continued

## 2. Other Insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (Section Two – 16).

## 3. Fraudulent Claims

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

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

If we exercise **Our** right under clause 3. c) above:

- a) **We** 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 **Our** 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) **We** need not return any of the premiums paid.

What **We** are entitled to do:

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

**We** are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in your name.

**We** are entitled to retain the right to communicate directly with **You** regarding **Your** claim, even in situations where **You** have appointed a professional representative such as a loss assessor or claims management company to act on **Your** behalf.

**We** are entitled to assess **Your** claim based on **Our** view and interpretation, or that of an approved supplier or loss adjuster, even in situations where **You** have appointed a professional representative such as a loss assessor or claims management company to act on **Your** behalf.



# Important Information

This policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, theft, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your home.

We want to ensure that you are fully aware of the extent of your cover and would therefore urge you to read this policy in full along with the policy schedule. We have also taken this opportunity to bring some helpful information to your attention.

This section does not form part of your policy and contains only examples of what is contained in your booklet.

## **Collision**

If someone crashes into your wall or your house make sure you record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

## **Subsidence**

Damage caused by subsidence is the result of ground movement affecting your property. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than subsidence and this natural settlement is not covered. Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your home may be affected.

## **Escape of water**

Your cover for escape of water is designed to cover damage to your property caused by water leaks. It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/Oftec/Hetas certified engineer, depending on your heating system, in plenty of time for winter. This will help prevent boiler failure which could leave you with no heating and/or hot water. One of the biggest risks of water damage occurs when you are away during the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this by keeping your central heating on low so your pipes do not freeze. If you want to turn your heating off then you should drain your central heating system and switch off the water at the mains. Please be aware that cover for escape of water ceases after the home has been unoccupied for more than 30 days.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed. It is important to inspect and maintain your property, as damage of this nature is not covered by the policy. Pipes often burst because they have worn out and if this happens you should turn off the main stop tap and contact a plumber. We will be able to pay for the damage the water caused but not to repair the pipe itself.

## **Drains**

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by your policy but there are more specific insurance policies available to protect you against this risk.



# Important Information - continued

## **Fires**

A large percentage of fires start in the kitchen and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition, candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk. Always purchase electrical goods from a reputable supplier, as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire. Please ensure you bear these risks in mind and take adequate precautions to protect yourself and your family. Smoke alarms save many lives and significant damage every year. Please ensure that you have them fitted and check them regularly.

## **Floods**

If water has or is expected to enter your property you should secure your home and move your valuables and essentials to an elevated place or upper floor. You should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible. If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect your home and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

## **Storms**

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well-maintained property and damage of this nature is not covered by this policy. It is therefore important that you keep your property in a good state of repair. Areas that you should focus on include blocked or broken gutters or downpipes and loose or damaged roof tiles. Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

## **Thefts**

Many thefts are committed by so called 'opportunistic' criminals. Your property is significantly more likely to be burgled if accessible entrances are not locked and secured. Your policy may carry an endorsement about the security you need to have in place to prevent thefts. This usually requires you to have certain types of door and window locks. Make sure you check your schedule to ensure you have the right protections in place. If you fail to meet these requirements we may impose a higher excess for theft claims. If you are going away, do what you can to make your house appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if you have them. Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools or golf clubs. Locking these is another important step to minimising the risk of a theft. You should also take particular care of items such as laptops, mobile phones, iPads and other tablets etc if you have personal possessions cover. We will not cover the theft of such items if they have been left unattended outside of your home.



# What To Do If You Have A Complaint

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

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

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:

**Post:** Head of International Compliance, Tokio Marine HCC International, The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT

**Email:** [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)

**Telephone:** [+44\(0\)20 7702 4700](tel:+44(0)20 7702 4700)

Your insurers' complaints team will acknowledge your complaint promptly and respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to you to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve your complaint in eight weeks, they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Service (if eligible).

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](tel:+44(0)800 023 4567) (calls to this number are free from "fixed lines" in the UK)

[+44\(0\)300 123 9123](tel:+44(0)300 123 9123) (calls to this number are charged at the same rate as 01 and 02 numbers on mobiles).

## Financial Services Compensation Scheme (FSCS)

HCC International Insurance Company plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or by contacting them on [0800 678 1100](tel:0800 678 1100).



# Definitions

## For the whole policy

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

### Accidental Damage

Damage caused suddenly and as a result of an external, visible and unexpected cause.

### Bodily Injury

An identifiable physical injury caused by sudden, unexpected, external and visible means. **Bodily injury** includes death, illness or disease but not defamation.

### Broker

Person or persons who placed this insurance on **Your** behalf.

### Buildings

The private residence(s) specified in the **Schedule** and includes:

- the main domestic structure
- outbuildings used for domestic purposes or for **Business** use as specified in the **Schedule**
- decorative finishes
- fixtures and fittings
- lifts
- domestic fixed fuel tanks
- underground service pipes and cables
- sewers and drains
- swimming pools
- permanently fitted hot tubs
- hard tennis courts
- lawns
- garden walls
- hedges
- patios
- steps
- terraces
- ornamental man-made ponds
- fountains
- radio and TV aerials
- satellite dishes
- solar panels
- external lighting
- alarm systems and surveillance equipment
- fences
- gates
- paths and drives

situated at the address or addresses shown in the **Schedule** which belong to **You** or for which **You** have a legal responsibility.



# Definitions - continued

## Business

Any employment, trade, occupation or profession.

## Business Property

Office furniture, furnishings, office equipment including documents and computer equipment owned by **You** used in connection with a **Business** conducted from the **Home**.

## Contents

The **Household** goods of the **Buildings** including:

- furniture
- furnishings
- **Photographic Equipment**
- **Money**
- **Outdoor Items**
- **Business Property**
- gardening implements
- **Fine Art and Antiques**
- **Your** fixtures and fittings including interior decorations if **You** are not responsible for insuring the **Buildings**

all of which belong to **You** or for which **You** have a legal responsibility.

This definition does not include:

- **Vehicles and Craft**

Also not included are:

- any part of the structure of the **Buildings**
- animals
- **Valuables and Personal Possessions** away from **Your Home**, which must be specifically insured under the Valuables and Personal Possessions **Section**
- **Valuables and Personal Possessions** within **Your Home** which exceed 30% of the **Contents** sums noted within the **Schedule** or any single item which exceeds £1,500 unless specified.
- **Credit Cards**

## Credit Cards

Bank, cash, charge, cheque or credit cards which **You** or those members of **Your** family living with **You** or any other person who forms part of **Your Household** are entitled to possess under the terms of the issue of each card.



# Definitions - continued

## Endorsement

A change in the terms and conditions of this insurance.

## Excess(es)

The amount(s) specified in the **Schedule** for which **You** are responsible for each claim.

## Fine Art and Antiques

**Fine Art and Antiques** includes, but is not limited to:

- collectible furniture
- rugs
- tapestries
- drawings
- etchings
- paintings
- photographs
- prints
- books
- manuscripts
- porcelain
- sculptures
- stamps or coins forming part of a collection
- articles made of precious metal and/or semi-precious or precious stone
- gold-plated and silver-plated items, and
- other collectible items or objects of virtue

either owned by **You** or for which **You** have a legal responsibility to the owner.

**Fine Art and Antiques** excludes:

- **Jewellery**
- furs
- **Valuables and Personal Possessions** which must be specifically insured under the Valuables and Personal Possessions **Section**.

## Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **Buildings**.



# Definitions - continued

## Heave

The upward or sideways movement of the site on which **Your Buildings** are situated other than **Settlement** caused by swelling of the ground.

## Home

**Your** private residence(s) as specified in the **Schedule**, or where **You** have two or more private residences, so long as each is specified in the **Schedule** separately. **Home** includes the area of the plot described in the title deeds of each **Home** as well as the structure and outbuildings used for domestic purposes, the address of each being as shown in the **Schedule**.

## Household

Those members of **Your** family, **Your** relatives and any other persons (but not boarders or lodgers) permanently living with **You** at any **Building(s)**, together with permanently resident domestic servants employed by **You** or a member of **Your** family.

## Insured Event(s)

All loss, damage or legal liability that arises as a result of any single incident or occurrence.

## Jewellery

Articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, pearls and set/unset gemstones and watches.

## Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **Settlement**.

## Money

Includes the lawful currency of any country and also includes:

- bankers' drafts
- cheques
- postal and money orders
- travellers' cheques
- securities
- saving stamps and certificates
- premium bonds
- negotiable instruments
- sports season tickets and gift vouchers, and any similar instruments which can be dealt with in a manner similar to any of those indicated.

*This definition does not include money held for trade or **Business** purposes, promotional vouchers, air miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.*



# Definitions - continued

## Occupant

**You** or the persons authorised by **You** to stay in the **Home** overnight.

## Outdoor Items

- garden statuary
- garden furniture
- swings
- slides and climbing frames
- flower containers and urns

all kept in the garden of **Your Home** either temporarily or permanently.

## Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

## Photographic Equipment

This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.

## Premises

The address(es) which are stated in the **Schedule**.

## Schedule

The **Schedule** gives details of the insurance **You** have selected and contains details of the **Building(s)**, **Sums Insured**, **Period of Insurance**, premium, and details of which **Sections** of this Policy are insured including the **Excess(es)** applicable to each insured **Section**.

## Section

This policy wording is divided into 4 **Sections** numbered 1–4. **Your** selection of coverage is set out in the **Schedule**.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.



# Definitions - continued

## Storm

A period of violent weather defined as:

wind speeds with gusts of at least 48 knots (55 mph)\* or

torrential rainfall at a rate of at least 25 mm per hour or

snow to a depth of at least one foot (30 cm) in 24 hours or

hail of such intensity that it causes damage to hard surfaces or breaks glass.

\*Equivalent to Storm Force 10 on the Beaufort Scale

## Subsidence

Downward movement of the ground beneath the **Buildings** where the movement is unconnected with the weight of the **Building**

## Sum Insured

The amount shown on the **Schedule** is the maximum amount **We** will pay for claims resulting from one **Insured Event** unless otherwise stated on the **Schedule**. For **Buildings**, this should represent the cost of reinstating the **Building(s)** including the cost of clearing the site.

## Terrorism

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.

## Unfurnished

Has not contained enough furniture and furnishings for normal living purposes for more than 30 consecutive days.

## United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## Unoccupied

A **Home** becomes **Unoccupied** if it, (a) has not been lived or occupied overnight by **You** or **Your** family for more than 30 consecutive days, or (b) is **Unfurnished**, or (c) has not been lived in for a total of 180 days or more during the **Period of Insurance**.



# Definitions - continued

## Valuables and Personal Possessions

Items of a personal nature normally worn, used or carried by **You** in **Your** daily life which **You** own or for which **You** are responsible including:

- **Jewellery**
- audio and visual equipment including mobile phones
- furs
- hand luggage.

Excluding **Money** and **Credit Cards**; these must be specifically insured under the Money and Credit Card **Section** of the policy.

## Vaulted

**Your** property that is held within a safe deposit or by a bank in its safe or strong room as specified in the **Schedule**.

## Vehicles and Craft

1. Electrically or mechanically propelled or assisted vehicles including plant, machinery, mini diggers, forklift trucks, motorcycles, powered transporters (including e-scooters and Segways), children's motorcycles, quad bikes and children's quad bikes.
2. Aircraft (including any type of glider), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories (including keys and key fobs), tools, fitted radios and other audio equipment and satellite navigation systems for any of the items in 1-3 above.

The following items are not included in this definition:

- Lawnmowers only used for domestic purposes within the boundaries of the land belonging to **Your Home**.
- Wheelchairs, mobility scooters and invalid carriages provided they are only being used for their intended purpose and by the intended user and there is no legal requirement for them to be registered for use on the road.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles and electrically assisted pedal cycles (the motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph).
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to any of the above mentioned **Vehicles and Craft**.



## Definitions - continued

### Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

### We/Us/Our

**Your** insurance is underwritten by HCC International Insurance Company plc ("HCCII") which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### You/Your

The person(s) named on the **Schedule** including **Your Household**.



# General Conditions

The following conditions apply to all of the Policy.

These conditions are especially important terms of the contract(s) between **You** and **Us**. They apply to every **Section** of this Policy. **You** must comply with the following conditions to have the full protection of this policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any payment.

Each **Home** included under this insurance is considered to be covered as if separately insured.

## 1. Change of Circumstances and Your Duties

**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 be **Unoccupied**
- ☐ if **Your Home** will not be lived in by **You** or **Your** family
- ☐ any changes to the **Sums Insured** as a result of additions, alterations, improvements, and new acquisitions.

**You** must ensure that **You** provide accurate and complete information when asked questions about the changes in **Your** circumstances.

**We** must be notified as soon as possible if **You** or any of **Your Household** have:

- ☐ been declared bankrupt or
- ☐ received a Police caution for or been 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.

**You** must tell **Your Broker** before **You** start any conversions, extensions or other structural work to the **Buildings** that:

- ☐ change the use of the **Buildings** in any way;
- ☐ involves the external surfaces of the **Buildings** being affected/changed;
- ☐ means **You** having to move out of the **Buildings** for any period of time
- ☐ costs over £25,000

When **We** receive this notice, **We** have the option to change the conditions of this insurance.

If **You** fail to comply with any of the above duties this insurance may become invalid.



# General Conditions - continued

## 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. **We** will therefore adjust the **Sum Insured** for **Buildings** and **Contents** annually in accordance with the movements in the indices as stated in each **Section**. At each renewal the revised **Sum Insured** will be calculated and shown on the **Schedule**.

**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. **Your** property is not considered to be in a good state of repair if it has dry rot, rot or infestation requiring timber or window replacement, damp, roof, guttering or chimney stack damage, faulty wiring or incomplete construction.



## General Conditions - continued

### 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 cooperate with **Us** by taking all steps **We** suggest to minimise the risks. **We** reserve the right to amend the coverage provided by every **Section** of this Policy for the duration of these building works.

### 7. Third Party Rights

This 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. Recovery & Rights

If **You** have the rights to recover all or part of any payment made under this policy, **We** may take over proceedings in **Your** name, but at **Our** own expense, to recover for **Our** benefit the amount of any payment made under this Policy.

**You** must give **Your Broker** and **Us** all the assistance required to do this. **We** may also take over and deal with in **Your** name the defence or settlement of any claim.

### 9. Other Insurance

If at the time of any claim **You** have other insurance covering the claim, there will be no cover in the presence of other insurance.



# General Conditions - continued

## 10. Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** to act honestly.

If **You** or anyone acting for **You**:

- knowingly makes a fraudulent or exaggerated claim under the policy or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged document in support of a claim or
- makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement, knowledge or collusion

then:

- **We** may make **Your** policy void from the date of the fraudulent act
- **We** will not pay any fraudulent claims
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the policy since the start date
- **We** may not return any premium paid by **You** for the policy
- **We** may inform the Police of the circumstances.

## 11. Premium Payment

**We** will not make any payment under this Policy unless **You** have paid the premium.

## 12. Sanctions

**We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us or any HCCII Group member company to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



# General Exclusions

The following exceptions apply to the whole policy unless stated differently.

Radiation, War, Nuclear, Sonic Bangs, Deliberate Acts, Pollution, Confiscation, Nationalisation, Wear and Tear, Date Recognition, Northern Ireland Exclusions

- a) This Policy does not insure any destruction of or loss or damage to property, or any legal liability which is directly or indirectly caused by, contributed to by 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; or
  - 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**; or
  - v. pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs); or
  - vi. deliberate acts by **You** or adult members of **Your Household**; or
  - 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**
  - viii. confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- b) This Policy does not cover any loss or damage caused gradually or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your** buildings and its contents
- c) This 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.



# General Exclusions - continued

## Infectious or Contagious Disease Exclusion

This Policy 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.

## Asbestos and Silica Exclusion

This Residential Let, Holiday Homes, Unoccupied Buildings & Contents Policy does not cover any loss, damage, liability, cost or expense, in any way caused by, resulting from or involving asbestos or silica or any materials containing asbestos or silica in whatever form or quantity.

## 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.



# General Exclusions - continued

## Terrorism Exclusion

**We** 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.

## Section Specific Exclusions

Each **Section** of this Residential Let, Holiday Homes, Unoccupied Buildings & Contents Policy contains specific exceptions. **You** should refer to the **Sections** of this Residential Let, Holiday Homes, Unoccupied Buildings & Contents Policy for the details of these.

## Building Works Exclusion

This Residential Let, Holiday Homes, Unoccupied Buildings & Contents 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**).

## Diminution in Value Exclusion

**We** will not pay for any diminution in value to all property following a valid claim under this insurance.

## Pre-existing and Deliberate Damage Exclusion

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

- i. occurring outside of the **Period of Insurance**
- ii. caused deliberately by **You** or any person lawfully in the **Home**.

## Biological and Chemical Contamination Exclusion

**We** will not pay for any legal liability of whatsoever nature caused by death or injury to any person directly or indirectly caused by or contributed to by biological or chemical contamination.

## Toxic Mould Exclusion

**We** will not pay for injury or damage caused by or arising out of the alleged or actual existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or biocontaminant(s) or any by-product therefrom.

## Virtual Currencies

This Policy does not cover loss or damage to any virtual currencies including but not limited to crypto currency, including fluctuations in value.



# Privacy Notice

## **NBS Underwriting Data Protection Notice**

If information is required as to how data is processed by NBS Underwriting Limited or as to the exercise of any rights under any data privacy laws, you should read the Data Protection Policy on its website at

<https://nbsunderwriting.co.uk/our-privacy-policy/>

or contact: Data Protection Officer

NBS Underwriting Limited, NBS House, Aire Valley Business Park, Wagon Lane, Bingley BD16 1WA

## **HCC Data Protection 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 service 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.



# Privacy Notice - continued

## HCC Data Protection Notice – continued

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, The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT

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



## Section One - Buildings

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

What is covered		What is not covered
This insurance covers the Buildings for physical loss or physical damage directly caused by:		We will not pay
1.	fire, lightning, smoke, explosion or earthquake.	the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
2.	aircraft and other flying devices or items dropped from them	the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
3.	<b>Storm, Flood</b>	<ul style="list-style-type: none"> <li>a) for loss or damage caused by <b>Subsidence, Heave or Landslip</b> other than as covered under number 9 – <b>Subsidence, Heave or Landslip</b> of <b>Section One – Buildings</b></li> <li>b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, lawns, hedges, gates and fences</li> <li>c) the <b>Excess(es)</b> shown on <b>Your Schedule</b>.</li> </ul>
4.	escape of water from and frost damage to fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>a) for loss or damage resulting in <b>Subsidence, Heave or Landslip</b></li> <li>b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools including pumps and accessories</li> <li>c) loss or damage caused by the failure or lack of appropriate grout and/or sealant</li> <li>d) the <b>Excess(es)</b> shown on <b>Your Schedule</b></li> <li>e) Trace and Access unless shown on <b>Your Schedule</b></li> <li>f) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days</li> <li>g) for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in.</li> </ul>



## Section One Buildings - continued

	What is covered	What is not covered
	<b>This insurance covers the Buildings for physical loss or physical damage directly caused by:</b>	<b>We will not pay:</b>
5.	<p>escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.</p> <p><i>Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.</i></p>	<p>a) for loss or damage caused by faulty workmanship</p> <p>b) the <b>Excess(es)</b> shown on <b>Your Schedule</b></p> <p>c) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days.</p>
6.	theft or attempted theft	<p>a) for loss or damage while the <b>Home</b> is let, lent or sublet unless the loss or damage follows a violent and forcible entry</p> <p>b) the <b>Excess(es)</b> shown on <b>Your Schedule</b></p> <p>c) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days</p> <p>d) for loss or damage while the <b>Buildings</b> are not furnished</p> <p>e) enough to be normally lived in.</p>
7.	collision by any <b>Vehicle and Craft</b> or animal	the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
8.	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	<p>a) the <b>Excess(es)</b> shown on <b>Your Schedule</b></p> <p>b) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days</p> <p>c) for loss or damage while the <b>Buildings</b> are not furnished</p> <p>d) enough to be normally lived in.</p>



## Section One Buildings - continued

What is covered		What is not covered
This insurance covers the Buildings for physical loss or physical damage directly caused by:		We will not pay:
9.	<b>Subsidence</b> or <b>Heave</b> of the site upon which the <b>Buildings</b> stand or <b>Landslip</b> .	<ul style="list-style-type: none"> <li>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the <b>Premises</b> is also affected at the same time by the same <b>Insured Event</b></li> <li>b) for loss or damage to solid floors unless the external walls of the <b>Premises</b> are damaged at the same time by the same <b>Insured Event</b></li> <li>c) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</li> <li>e) for loss or damage caused by coastal erosion or riverbank erosion</li> <li>f) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>g) the <b>Excess(es)</b> shown on <b>Your Schedule</b></li> <li>h) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days</li> <li>i) due to normal <b>Settlement</b>, shrinkage or expansion.</li> </ul>
10.	breakage or collapse of fixed radio and television aerials, fixed satellite dishes, wind turbines, solar panels and their fittings and masts.	<ul style="list-style-type: none"> <li>a) for loss or damage to radio and television aerials, satellite dishes, wind turbines, solar panels and their fittings and masts</li> <li>b) the <b>Excess(es)</b> shown on <b>Your Schedule</b>.</li> </ul>



## Section One Buildings - continued

What is covered		What is not covered
This insurance covers the Buildings for physical loss or physical damage directly caused by:		We will not pay:
11.	falling trees, telegraph poles or lampposts	a) for loss or damage caused by trees being cut down or cut back within the <b>Premises</b> b) for loss or damage to gates and fences c) the <b>Excess(es)</b> shown on <b>Your Schedule</b> d) the cost of removing fallen trees or branches that have not caused damage to the <b>Buildings</b> .
12.	the cost of repairing <b>Accidental Damage</b> to: <ul style="list-style-type: none"> <li>○ fixed glass and double glazing (including the cost of replacing frames)</li> <li>○ solar panels</li> <li>○ sanitaryware</li> <li>○ ceramic hobs</li> </ul> all forming part of the <b>Buildings</b> .	a) the <b>Excess(es)</b> shown on your <b>Schedule</b> b) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days c) for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in.
13.	the cost of repairing <b>Accidental Damage</b> caused by external and visible means from a single identifiable event to: <ul style="list-style-type: none"> <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>	a) the <b>Excess(es)</b> shown on your <b>Schedule</b> b) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days.



## Section One Buildings - continued

	What is covered	What is not covered
		We will not pay
14.	up to twelve months rent <b>You</b> lose as a Landlord if the <b>Home</b> cannot be lived in following loss or damage which is covered under <b>Section One – Buildings</b> .	any amount over 20% of the <b>Sum Insured</b> for the <b>Buildings</b> damaged or destroyed unless <b>Your Schedule</b> states otherwise.
15.	the <b>Sum Insured</b> stated in the <b>Schedule</b> for any one occurrence for the loss of holiday rentals pre-booked in advance or the cost of alternative accommodation resulting from: <ul style="list-style-type: none"> <li>a) damage to the <b>Building</b> by an <b>Insured Event</b> covered by <b>Section One – Buildings</b></li> <li>b) access to the <b>Building</b> or that part of the <b>Building</b> owned and insured by <b>You</b>, being rendered impossible by virtue of any of the <b>Insured Events</b> covered by</li> <li>c) <b>Section One – Buildings</b> oil or chemical pollution within 10km of the <b>Building</b>.</li> </ul>	any amount over 10% of the <b>Sum Insured</b> for the <b>Buildings</b> damaged or destroyed.
16.	expenses <b>You</b> have to pay and which <b>We</b> have agreed in writing for: <ul style="list-style-type: none"> <li>⊞ architects', surveyors', consulting engineers', and legal fees</li> <li>⊞ the cost of removing debris and making safe the <b>Building</b></li> <li>⊞ costs <b>You</b> have to pay in order to comply with any Government or local authority requirements following loss or damage to the <b>Buildings</b> which is covered under <b>Section One – Buildings</b>.</li> </ul>	<ul style="list-style-type: none"> <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 <b>You</b> before the loss or damage.</li> </ul>
17.	increased domestic metered water charges <b>You</b> have to pay following an escape of water which gives rise to an admitted claim under <b>Section One – Buildings</b> .	more than £750 in any <b>Period of Insurance</b> . If <b>You</b> claim for such loss under <b>Sections One and Two</b> , <b>We</b> will not pay more than £750 in total.
18.	anyone buying the <b>Home</b> who will have the benefit of <b>Section One</b> until the sale is completed or the insurance ends, whichever is sooner.	if the <b>Buildings</b> are insured under any other insurance.



## Section One Buildings - continued

	What is covered	What is not covered
		We will not pay
19.	the cost (incurred with <b>Our</b> prior permission) of finding the source of an escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors or ceilings.	more than £1000 in any <b>Period of Insurance</b> .
20.	expenses <b>You</b> have to pay in respect of fire brigade charges for which <b>You</b> are liable following attendance by the fire brigade at the <b>Premises</b> , following loss or damage to the <b>Buildings</b> which is covered under <b>Section One – Buildings</b>	more than £750 in any <b>Period of Insurance</b> . If <b>You</b> claim for such loss under <b>Sections One and Two</b> , <b>We</b> will not pay more than £750 in total.



# Section One Buildings - continued

## Conditions that apply to Section One – Buildings Only

### Settling Claims

How **We** deal with **Your** claim

1. If **Your** claim for loss or damage is covered under **Section One**, **We** will pay the full cost of repair as long as:
  - the **Buildings** were in a good state of repair immediately prior to the loss or damage and
  - the **Sum Insured** is enough to pay for the full cost of rebuilding the **Buildings** in their present form.
2. **We** treat any individual items of a matching set or suite of furniture, sanitaryware or other bathroom fittings as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found, **We** will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitaryware or bathroom fittings. If a floor covering is damaged beyond repair, **We** will only pay to have the damaged floor covering replaced. **We** will not pay for undamaged floor covering in adjoining rooms.

### Your Sum Insured

3. **We** will not reduce the **Sum Insured** under **Section One** after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.
4. If **You** are underinsured, which means the cost of rebuilding the **Buildings** at the time of loss or damage is more than **Your Sum Insured** for the **Buildings**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of rebuilding the **Buildings**, **We** will only pay one half of the cost of repair or replacement.
5. Inflation protection helps protect **You** against the effect of inflation. **We** will review and amend where necessary every **Sum Insured** under **Buildings** at the end of each month by the percentage change in the following index and will show the updated **Sum Insured** annually on **Your Schedule**:

#### **Buildings**

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

### Limit of Insurance

**We** will not pay more than the **Sum Insured** for each **Premises** shown in the **Schedule**.



## Section Two - Contents

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

What is covered		What is not covered
This insurance covers the Contents for physical loss or physical damage directly caused by:		We will not pay:
1.	fire, lightning, smoke, explosion or earthquake.	the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
2.	aircraft and other flying devices or items dropped from them.	the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
3.	<b>Storm, Flood.</b>	a) for <b>Contents</b> and outdoor items in the open b) the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
4.	escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) loss or damage caused by the failure or lack of appropriate grout and/or sealant b) the <b>Excess(es)</b> shown on <b>Your Schedule</b> c) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days.
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. <i>Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover</i>	a) for loss or damage caused by faulty workmanship b) the <b>Excess(es)</b> shown on <b>Your Schedule</b> c) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days.



## Section Two - Contents - continued

What is covered		What is not covered
This insurance covers the Contents for physical loss or physical damage directly caused by:		We will not pay:
6.	theft or attempted theft.	<ul style="list-style-type: none"> <li>a) for loss or damage whilst the <b>Home</b> is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry</li> <li>b) any amount over £1,000 or 3%, whichever is greater, of the <b>Sum Insured</b> for <b>Contents</b> within detached domestic outbuildings and garages</li> <li>c) any amount over £1,000 or 3%, whichever is greater, of the <b>Sum Insured</b> for <b>Outdoor Items</b> unless specified within <b>Your Schedule</b></li> <li>d) the <b>Excess(es)</b> shown on <b>Your Schedule</b></li> <li>e) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days</li> <li>f) loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason</li> <li>g) loss or damage as a result of any failed online purchase or transaction</li> <li>h) for loss or damage for any items left unattended outside of <b>Your Home</b>.</li> </ul>
7.	collision by any <b>Vehicles and Craft</b> or animal.	the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
8.	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	<ul style="list-style-type: none"> <li>a) the <b>Excess(es)</b> shown on <b>Your Schedule</b></li> <li>b) for loss or damage if property is <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul>



## Section Two - Contents - continued

	What is covered	What is not covered
	This insurance covers the Contents for physical loss or physical damage directly caused by:	We will not pay:
9.	<b>Accidental Damage</b> to: <ul style="list-style-type: none"> <li>○ audio and video equipment;</li> <li>○ home computers</li> </ul> all situated within the <b>Home</b> .	a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation or dismantling b) for loss or damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> e) the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
10.	Accidental breakage of: <ul style="list-style-type: none"> <li>○ fixed glass and double glazing</li> <li>○ sanitaryware</li> <li>○ mirrors</li> <li>○ glass tops and fixed glass in furniture</li> <li>○ ceramic hobs</li> </ul> forming part of the <b>Buildings</b> which <b>You</b> are legally responsible for as a tenant and do not have other insurance for	a) for the cost of repairing, removing or replacing window frames b) damage to ceramic hobs fixed to and forming part of the <b>Home</b> . (These should be claimed under Buildings Insurance – unless you are legally liable as a tenant) c) malicious damage caused by <b>You, Your</b> family, paying guests or tenants d) damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> e) the <b>Excess(es)</b> shown on <b>Your Schedule</b> .
11.	up to twelve months rent <b>You</b> lose as a Landlord if the <b>Home</b> cannot be lived in following loss or damage which is covered under <b>Section Two – Contents</b> .	any amount over 20% of the <b>Sum Insured</b> under <b>Section Two</b> for the <b>Contents</b> of the <b>Buildings</b> damaged or destroyed.



## Section Two - Contents - continued

	What is covered	What is not covered
	This insurance covers the Contents for physical loss or physical damage directly caused by:	We will not pay:
12.	<p><b>Your</b> legal responsibility as a tenant for loss or damage to the <b>Buildings</b> caused by loss or damage which is covered under <b>Section Two – Contents</b>.</p>	<p>a) any amount over 20% of the <b>Sum Insured</b> under <b>Section Two</b> for the <b>Contents</b> of the <b>Buildings</b> damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the <b>Buildings</b> other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from <b>Subsidence, Heave or Landslip</b></p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>e) for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in</p> <p>f) the <b>Excess(es)</b> shown on <b>Your Schedule</b>.</p>
13.	<p>the cost of repairing <b>Accidental Damage</b> caused by external:</p> <ul style="list-style-type: none"> <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> <p>which <b>you</b> are legally liable for as tenant only</p>	<p>a) for loss or damage due to anything that happens gradually</p> <p>b) the <b>Excess(es)</b> shown on <b>Your Schedule</b>.</p>
14.	<p>fatal injury to You, happening at the Premises shown in the Schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury:</p> <ul style="list-style-type: none"> <li>○ £10,000 for each insured person over sixteen years of age.</li> </ul>	



## Section Two - Contents - continued

	What is covered	What is not covered
	<b>This insurance covers the Contents for physical loss or physical damage directly caused by:</b>	<b>We will not pay:</b>
15.	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.	a) any amount over £250 in total b) any thefts not reported to the Police.
16.	increased domestic metered water charges <b>You</b> have to pay following an escape of water which gives rise to an admitted claim under <b>Section Two – Contents</b> .	more than £1000 in any <b>Period of Insurance</b> . If <b>You</b> claim for such loss under <b>Sections One and Two</b> , <b>We</b> will not pay more than £1000 in total.



## Section Two - Contents - continued

### Conditions that apply to Section Two – Contents Only

#### Settling Claims

How **We** deal with **Your** claim

1. 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 Two**. For total loss or destruction of any article, **We** will pay **You** the cost of replacing the article as new. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash or cash alternative settlement, then payment will not exceed the amount **We** would have paid the preferred supplier, as long as:
  - the new article is as close as possible; 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.

2. **We** treat any individual items of a matching set or suite of furniture, sanitaryware or other bathroom fittings as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found **We** will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitaryware or bathroom fittings. If a floor covering is damaged beyond repair, **We** will only pay to have the damaged floor covering replaced. **We** will not pay for undamaged floor covering in adjoining rooms.

#### Your Sum Insured

3. **We** will not reduce the **Sum Insured** under **Section Two** after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.
4. 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 only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

#### Inflation Protection

Inflation protection helps protect **You** against the effect of inflation. **We** will review and amend where necessary every **Sum Insured** under **Contents** at the end of each month by the percentage change in the Government's Retail Price Index and will show the updated **Sum Insured** annually on **Your Schedule**.

#### Limit of Insurance

**We** will not pay any more than the **Sum Insured** for the **Contents** of each **Premises** shown in the **Schedule**.



## Section Three - Accidents to Domestic Staff

This **Section** applies only if the **Contents** are insured under **Section Two – Contents**.

What is covered	What is not covered
<b>We will indemnify You:</b>	<b>We will not indemnify You:</b>
for amounts <b>You</b> become legally liable to pay, including costs and expenses which <b>We</b> have agreed in writing, for <b>Bodily Injury</b> by accident happening during the <b>Period of Insurance</b> to <b>Your</b> domestic staff employed in connection with the <b>Premises</b> shown in the <b>Schedule</b> and occurring within the <b>United Kingdom</b> .	for <b>Bodily Injury</b> arising directly or indirectly: <ul style="list-style-type: none"><li>⊞ from the ownership, possession or use of <b>Vehicles and Craft</b></li><li>⊞ from any communicable disease or condition</li><li>⊞ from any <b>Insured Event</b> occurring outside of the <b>United Kingdom</b>.</li></ul>

### Limit of Insurance

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



## Section Four - Legal Liabilities to the Public

This **Section** applies only if the **Schedule** shows that either the **Buildings** are insured under **Section One – Buildings** or the **Contents** are insured under **Section Two – Contents** of this insurance.

### Part A

Part A of this **Section** applies in the following way:

- 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
- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered under Part A (i) below

### Part A

What is covered	What is not covered
<b>We will indemnify You:</b>	<b>We will not indemnify You for any liability:</b>
<p>i. as owner or occupier for any amounts <b>You</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>○ <b>Bodily Injury;</b></li> <li>○ damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>Period of Insurance</b></p> <p>OR</p> <p>ii. as a private individual for any amounts <b>You</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>○ <b>Bodily Injury;</b></li> <li>○ damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>Period of Insurance</b></p>	<p>a) for <b>Bodily Injury</b> to:</p> <ul style="list-style-type: none"> <li>○ <b>You</b></li> <li>○ any other permanent member of the <b>Home</b></li> <li>○ any person who at the time of sustaining such injury is engaged in <b>Your</b> service</li> </ul> <p>b) for <b>Bodily Injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act against another person or property</p> <p>d) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> <li>○ <b>You</b></li> <li>○ any other permanent member of the <b>Home</b></li> <li>○ any person engaged in <b>Your</b> service</li> </ul> <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the <b>Period of Insurance</b></p>



## Section Four - Legal Liabilities to the Public - continued

What is covered	What is not covered
We will indemnify You:	We will not indemnify You for any liability:
	<ul style="list-style-type: none"> <li>f) arising directly or indirectly out of any profession, occupation, <b>Business</b> or employment</li> <li>g) arising out of <b>Your</b> ownership, possession or use of: <ul style="list-style-type: none"> <li>i. any motorised or horse drawn <b>Vehicles and Craft</b> other than domestic gardening equipment</li> <li>ii. any power operated lift</li> <li>iii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv. any animal other than cats, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> <li>v. drones, including mechanically propelled aerial toys, models or devices.</li> </ul> </li> <li>h) which <b>You</b> have assumed under contract and which would not otherwise have attached</li> <li>i) in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> <li>○ caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>Period of Insurance</b> at the <b>Premises</b> named in the <b>Schedule</b> and</li> <li>○ reported to <b>Us</b> not later than 30 days from the end of the <b>Period of Insurance</b>; 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</li> </ul> </li> <li>j) arising out of <b>Your</b> ownership, occupation, possession or use of any land or building that is not within the <b>Premises</b></li> <li>k) if <b>You</b> are entitled to indemnity under any other insurance, including but not limited to any house insurance, until such insurance is exhausted</li> <li>l) exceeding £2,000,000 for any one claim.</li> </ul>



## Section Four - Legal Liabilities to the Public - continued

### Part B

What is covered	What is not covered
<b>We will pay for:</b>	<b>We will not indemnify You for any liability:</b>
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 style="list-style-type: none"><li>○ Part A (ii) of this <b>Section</b> would have indemnified <b>You</b> had the award been made against <b>You</b> rather than to <b>You</b></li><li>○ there is no appeal pending</li><li>○ <b>You</b> agree to allow <b>Us</b> to enforce any right which <b>We</b> shall become entitled to upon making payment.</li></ul>	For any amount in excess of £250,000.

### Part C

What is covered	What is not covered
<b>We will indemnify You for::</b>	<b>We will not indemnify You for any liability:</b>
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> .	a) if <b>You</b> are entitled to indemnity under any other insurance for the cost of repairing any fault or alleged fault.

### Limit of Insurance

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

- in respect of pollution and/or contamination: more than £2,000,000 in total for the **Period of Insurance**
- in respect of other liability covered under **Section** Four: more than £2,000,000 in total for the **Period of Insurance** for Part A and C, and £250,000 for Part B for any one accident or series of accidents arising out of any one **Insured Event**, including the costs and expenses which **We** have agreed in writing.



## HOME & CONTENTS



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