



HOME &
CONTENTS

Insurance Policy Document (UK)

Mid-Net Worth Home & Contents (Non-Standard)





Mid-Net Worth Home & Contents (Non-Standard) Policy

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in the policy or endorsed on the **Schedule**, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**.

When drawing up this policy, **We** have relied on the information and statements which **You** have provided in the proposal form (or declaration) on the date shown in the **Schedule**.

The insurance relates only to those **Sections** of the policy wording which are shown in the **Schedule** as being included.

Signed by NBS Underwriting on behalf of Insurers

Paul Bennett
Underwriting Director

Important Notice to the Insured

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



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Introduction

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 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 insurance provided under this Policy has been specially designed for higher net worth individuals and their families. The Policy cover has 4 **Sections**, and **Your** selection of **Sections** is set out in **Your Schedule**.

The **Sections** are as follows:

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

Please carefully check **Your** current **Schedule** to see which of the above **Sections** are in force.

This insurance is underwritten by HCC International Insurance Company plc.

Your 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.



Your Policy - continued

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.



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.

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 affected. This clause does not apply to fatal injury (Section Two – 16).



What To Do If You Have a Claim - continued

How We Deal with Your Claim - continued

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.



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.

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.

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.



Important Information - continued

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:

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

Phone: **0333 032 5000**

Email: **info@nbsunderwriting.co.uk**

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

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

Phone: **+44(0)20 7702 4700**

Email: **tmhcccomplaints@tmhcc.com**

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.

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

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

+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

You can find more information on the FOS at **www.financial-ombudsman.org.uk**

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** or by contacting them on **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



Definitions - continued

Buildings - continued

- 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.

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**



Definitions - continued

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.

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

You 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 Household Buildings & Contents Policy are insured including the **Excess(es)** applicable to each insured **Section**.

Section

This policy wording is divided into 8 **Sections** numbered 1–8. **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.

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*



Definitions - continued

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**.

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**.



Definitions - continued

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**.

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.

1. Change of Circumstances

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

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

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

Section 1	Buildings for up to 20% of the Sum Insured
Section 2	Contents for up to 20% of the Sum Insured
Section 3	Fine Art and Antiques for up to 20% of the Sum Insured
Section 4	Personal Possessions for up to 20% of the Sum Insured

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

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

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



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 following indices or another suitable index **We** decide upon. At each renewal the revised **Sum Insured** will be calculated and shown on the **Schedule**.

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

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



General Conditions - continued

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.

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 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

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 Policy contains specific exceptions. **You** should refer to the **Sections** of this Policy for the details of these.

Building Works Exclusion

This 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 Ltd 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

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.



Privacy Notice - continued

HCC Data Protection Notice - continued

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



Section One - Buildings

This policy, **Schedule**, and any **Endorsement** applying to **Your** policy form **Your** 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.

Definitions

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

Basis of Settlement

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

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

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

What is Covered

1. Buildings

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

2. New Acquisitions

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

3. Trace and Access

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

Cover under this Part 3 does not include loss or damage to the domestic heating, water or gas system or oil containers.



Section One - Buildings - continued

What is Covered - continued

4. Alternative Accommodation and Loss of Rent

If the **Buildings** become uninhabitable due to loss or damage **We** have agreed to pay for under Part 1, **We** will pay at **Our** discretion for rent which becomes irrecoverable by **You** as a landlord and additional costs of similar alternative accommodation for **Your Household** (including the necessary cost of temporary storage of **Your** furniture and costs of accommodation for **Your** domestic pets and horses).

*The maximum payable under this Part 4 is 20% of the **Sum Insured** for each of the **Buildings** covered under this **Section**.*

5. Compulsory Evacuation

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

6. Fees and Other Expenses

Following an **Insured Event** under this **Section**, **We** will pay, in addition to the **Sum Insured** by this **Section**, up to 20% of the **Sum Insured** for the following:

- a) fees of architects, consulting engineers, surveyors and the like
- b) the cost of removing debris, and making the site and the **Buildings** safe including shoring up
- c) any additional costs caused by an unavoidable requirement to comply with any government or municipal requirements following damage, unless **You** had been given notice of the requirements before the **Insured Event** occurred.

*Cover does not include expenses **You** incur in preparing a claim against **Us**.*



Section One - Buildings - continued

What is Covered - continued

7. Your Liability to Others as Property Owner

We will pay up to £2,000,000 for any one claim or series of claims arising from one **Insured Event** or one source or original cause for:

- a) Sums including costs agreed by **Us** in writing which **You** become legally liable to pay to others, but only as a result of **You** being the owner of the **Buildings**, for **Accidental Damage** to property or death or **Bodily Injury** to any person, where the incident giving rise to the claim against **You** occurred during the **Period of Insurance**.
- b) Sums including costs agreed by **Us** in writing which **You** become legally liable to pay to others, but only as a result of **You** being the former owner of **Your** previous **Home**, for **Accidental Damage** to property or death or **Bodily Injury** to any person. This includes sums which **You** may become legally liable to pay under s.3 of the Defective Premises Act 1972.
- c) Solicitors' fees for:
 - i. Representation at any coroner's inquest or fatal accident enquiry
 - ii. Defence in any court of summary jurisdiction arising out of any possible claim.

This Part 7 does not include liability:

- i. arising out of any deliberate act or acts by **You** or any members of **Your Household**
- ii. arising out of **Your Business** or that of any member of **Your Household**
- iii. arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract
- iv. for damage to property owned by **You** or a member of Your Household
- v. for injury to domestic staff
- vi. for the cost of putting right any defects in the **Building**.

8. Sale of Buildings

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

9. Emergency Access to Your Home

We will pay the cost of loss or damage to **Your Buildings** in the event of an emergency, caused by the emergency services gaining access in the event of fire or flooding.



Section One - Buildings - continued

What is Covered - continued

10. Replacement of External Locks and Keys

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

What is Not Covered

- a) The amount of the **Excess** shown in **Your Schedule**
- b) Loss or damage caused by:
 - i. gradual emission of smoke
 - ii. aridity; humidity; rising damp; exposure to extremes of temperature, moisture, light or heat; corrosion; Vermin; fungus; mould; wet or dry rot
 - iii. mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
 - iv. wear, tear and gradual deterioration
 - v. chewing, fouling, scratching or tearing by **Your** domestic pets
 - vi. felling or lopping of trees
 - vii. **Flood** or **Storm** to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open
 - viii. rising ground water levels
 - ix. pressure of snow to fences, gates, hedges or trees, shrubs, lawns and plants growing in the open, excluding driveway gates
 - x. theft or attempted theft when any part of **Your Home** is let to anyone unless forcible and violent means are used to enter or leave the **Buildings**
 - xi. escape of water caused by the failure or lack of appropriate grout and/or sealant
 - xii. escape of oil caused by the failure or lack of appropriate grout and/or sealant
- c) Reinstatement of gardens following **Storm, Flood**, frost or following damage due to pressure of snow.



Section One - Buildings - continued

What is Not Covered - continued

- d) **Subsidence** or ground **Heave** of the site on which the **Buildings** stand or **Landslip**:
- i. for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the **Home** is also affected at the same time by the same **Insured Event**
 - ii. for loss or damage to solid floors unless the external walls of the **Home** are damaged at the same time by the same **Insured Event**
 - iii. for loss or damage arising from faulty design, specification, workmanship or materials
 - iv. for loss or damage for which compensation has been provided or would have been but for the existence of this insurance under any contract or a guarantee or by law
 - v. for loss or damage caused by coastal erosion
 - vi. for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
 - vii. caused by the compaction of infill
 - viii. caused by **Settlement**.
- e) Loss or damage when **Your Home** is **Unoccupied** caused by:
- i. escape of water from:
 - fixed water apparatus
 - pipes or
 - tanks
- unless the **Buildings** (including any outbuildings containing plumbing and associated amenities) are:
- kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or
 - the water is shut off at the mains and the fixed water tanks, apparatus and pipes are drained
- ii. escape of oil from any fixed domestic heating system
 - iii. vandalism
 - iv. **Accidental Damage**
 - v. theft or attempted theft.
- f) The cost of maintenance and routine decoration.
- g) The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this **Section**.
- h) Escape of water from fixed water apparatus, pipes or tanks resulting in **Subsidence**, ground **Heave** or **Landslip**.



Section Two - Contents

This policy, **Schedule**, and any **Endorsement** applying to **Your** policy form **Your** 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.

Definitions

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

Basis of Settlement

We will at **Our** option repair or pay **You** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

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

We will not pay more than £500 in respect of **Money** in any one **Period of Insurance**.

We will not pay more than £1,000 in respect of food in the fridges or freezers in any one **Period of Insurance**.

We will not pay more than £5,000 in respect of **Outdoor Items** or **Fine Art and Antiques** in any one **Period of Insurance** under this **Section**.

We will not pay more than £10,000 in respect of **Business Property** in any one **Period of Insurance**.

We will not pay more than £1,000 in total for loss or damage to electric wheelchairs in any one **Period of Insurance**.

What is Covered

1. Contents

All risks of physical loss or damage to **Contents** whilst anywhere in the world, unless **We** have stated differently elsewhere in this **Section** of the Policy.



Section Two - Contents - continued

What is Covered - continued

2. Food in Freezers and Fridges

Loss of or damage to the food in **Your** domestic freezer or fridge at **Your Home** caused by:

- A defect in **Your** freezer or fridge or
- A failure of the mains electrical or gas supply

This Part 2 does not cover loss or damage to food:

- held for **Business** purposes or
- caused by the deliberate act of any gas or electricity supplier including:
 - i. as a result of not paying **Your** bill or
 - ii. when the **Home** has become **Unoccupied** or
 - iii. if the appliance is older than 10 years.

3. Deeds and Personal Documents

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

4. Glass and Sanitaryware

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

5. Rent

Rent for which **You** are liable as a tenant or licensee if **Your Home** becomes uninhabitable due to loss or damage **We** have agreed to pay under Part 1 of this **Section**. The amount payable shall not exceed 20% of the aggregate **Sum Insured** for **Contents** and **Fine Art and Antiques**, specified in the **Schedule** as applicable to the **Building** which is damaged or destroyed and is limited to rent for a period of 12 months.

***We** will not pay under Part 5 – Rent if alternative accommodation costs are paid as a result of the same loss under*

6. Alternative Accommodation

If **Your Home** becomes uninhabitable due to loss or damage **We** have agreed to pay under Part 1 of this **Section**, **We** will pay at **Our** discretion for alternative accommodation. The amount payable shall not exceed 20% of the aggregate **Sum Insured** for **Contents** and **Fine Art and Antiques**, specified in the **Schedule** as applicable to the **Building** which is damaged or destroyed and is limited to rent for a period of 12 months.



Section Two - Contents - continued

What is Covered - continued

7. Replacement of External Locks and Keys

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

8. Special Events Extension

The **Sum Insured** under **Sections** 2 and 3 of this policy is increased by 15% during the period of one month before and one month after special events such as weddings, civil partnerships, religious festivals, birthdays, anniversaries and any other type of celebration festival which **You** or a member of **Your** family celebrate.

9. Guests' Personal Effects

Loss or damage covered by Part 1 of this **Section** to guests' personal effects (excluding paying guests) whilst within the **Home**.

Coverage under this Part 9 is limited to £5,000 for any one loss.

10. Fatal Injury

If **You** are a victim of **Bodily Injury** as a result of robbery, burglary or fire whilst at **Your Home**, **We** will pay £10,000 per person in respect of fatal **Bodily Injury** occurring within 12 months.

11. Halls of Residence or Residential Care

Loss or damage to **Your Contents** in any other premises or halls of residence occupied by **You** whilst at university, college or school and loss or damage to **Contents** belonging to **Your** parent or grandparent who usually resides at **Your Home**, whilst at a nursing home or residential care home. Coverage under this Part 11 is limited to £5,000 for any one **Insured Event**.

*Cover under this Part 11 excludes **Accidental Damage**. Theft cover is also excluded unless violent and forcible means are used to enter or leave the building concerned.*

12. Debris Removal

We will pay up to £1,000 following loss or damage caused by an **Insured Event** covered under Part 1.



Section Two - Contents - continued

What is Covered - continued

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

We will pay up to £2,500 in any one **Period of Insurance** for loss of metered water, domestic heating oil or domestic tank and metered gas if the loss is caused by **Accidental Damage** to **Your** fixed domestic water or heating installation.

*Cover is not provided under this Part 13 when the **Home** is **Unoccupied**.*

14. New Acquisitions

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

15. Your Legal Liability as a Tenant or Licencee

We will pay for sums which **You** become legally liable to pay to the owner of the **Buildings** as a tenant or licensee for damage to the **Buildings** directly caused by any of the risks insured under **Section 1 – Buildings**.

This Part 15 does not cover any legal liability:

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

The most **We** will pay for any one claim or series of claims arising from one **Insured Event** under this Part 15 is 20% of the aggregate **Sum Insured** by **Section 2 – Contents** and **Section 3 – Fine Art and Antiques**.



Section Two - Contents - continued

What is Covered - continued

16. Your Liability to Others

We will pay up to £2,000,000 (including costs) for any one claim or series of claims arising from any one **Insured Event** in respect of sums, including costs, agreed between **You** and **Us** in writing which **You** or any member of **Your Household** become legally liable to pay to others as follows:

- a) as occupier but not as owner of the **Buildings** for **Accidental Damage** to property or death or injury where the accident giving rise to the claim occurred during the **Period of Insurance**
- b) in **Your** personal capacity (but not connected with ownership, occupation or use of the **Buildings**) for **Accidental Damage** to property or death or injury where the accident giving rise to the claim occurred during the currency of this **Section**.

In addition, **We** cover solicitors' fees for:

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

We will not cover under Part 16 – Liability to Others:

- a) liability for injury to any person employed by **You**
- b) liability for loss of or damage to property which is owned by **You** or is in **Your** care or belongs to or is in the care of any person employed by **You**
- c) liability outside of the **United Kingdom** in any country where **You** own residential property
- d) liability arising out of:
 - i. transmission of any communicable disease or virus
 - ii. **Your** own **Business** or that of any member of **Your Household**
 - iii. any contract, except to the extent that the liability would have arisen in the absence of the contract
 - iv. ownership, occupation, possession or use of any land other than the **Buildings**
 - v. any deliberate act
- e) liability arising from the ownership, possession or use of any aircraft, ship, boat, (other than hand or foot propelled craft, sailboards or surfboards), non motorised horse box while being used on a public road or any motorised land vehicle other than:
 - i. z domestic gardening equipment (including tractors used solely for domestic purposes) used within the grounds of **Your Home**
 - ii. quad bikes and motorbikes under 51cc used within the grounds of **Your Home**
 - iii. golf buggies
 - iv. a vehicle for use by a disabled person that does not require registration for the road



Section Two - Contents - continued

What is Covered - continued

16. Your Liability to Others - continued

- f) liability for damage to property or injury to or death of anyone under a contract of service with you or a member of **Your Household**
- g) liability to any other member of **Your Household**
- h) liability arising from the escape of animals from land other than the **Home** on which they are usually kept
- i) **Bodily Injury** (including death, disease and illness) and loss or damage to property arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Act 1991 and the Dangerous Dogs (Northern Ireland) Order 1991 S1.2992 (NI.21) and any amending legislation.

17. Your Liability to Domestic Staff

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

We will not cover liability arising:

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

18. Irrecoverable Judgements

We will pay up to £2,000,000 for any one claim or series of claims arising from any one **Insured Event** if within three 3 months of a final judgement of a **United Kingdom** Court for damages (including taxed costs) given in **Your** favour, and arising from **Your** claim for death, injury or damage to **Your** property, **You** still have not been paid in full, and if:

- a) no further appeal is possible, and
- b) had the position of **You** and the defendant been reversed, then **Your** liability would have been insured under Part 16 – Your Liability to Others

then **We** will make good the shortfall in exchange for an assignment of all **Your** rights to pursue the recovery of the judgement.



Section Two - Contents - continued

What is Not Covered

- a) The amount of the **Excess** shown in **Your Schedule**.
- b) Loss or damage caused by:
 - i. gradual emission of smoke
 - ii. aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; Vermin; fungus; mould; wet or dry rot
 - iii. mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
 - iv. wear, tear and gradual deterioration
 - v. chewing, fouling, scratching or tearing by **Your** domestic pets
 - vi. magnetic or electrical fields
 - vii. felling or lopping of trees
 - viii. rising ground water levels
 - ix. **Accidental Damage** when part of **Your Home** is let to anyone (other than **Your** relatives or personal friends)
 - x. theft or attempted theft when any part of **Your Home** is let to anyone other than **Your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **Building**).
- c) Loss or damage caused by coastal or river bank erosion.
- d) Loss or damage to:
 - i. discs, tapes and other computer storage, computer software or records other than as specifically insured under Part 3 of this **Section** of this Policy
 - ii. property more specifically insured elsewhere
 - iii. property primarily used for business purposes other than **Business Property**
 - iv. animals
 - v. property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
 - vi. quad bikes, motorbikes or golf buggies
 - vii. motor vehicle accessories other than computerised motor vehicle accessories kept in the building of **Your Home**



Section Two - Contents - continued

What is Not Covered – continued

- d) Loss or damage to:
 - viii. bicycles:
 - i. whilst being used for racing or time trials or whilst hired or lent to anyone other than a member of **Your Household**
 - ii. whilst left unattended away from the **Home** unless locked to a fixed structure or in a locked building
 - ix. hedges or trees, shrubs, lawns and plants growing in the open caused by **Flood, Storm**, pressure of snow or death by natural causes (e.g. disease) or neglect
 - x. **Outdoor Items** caused by **Flood, Storm** or frost damage
 - xi. **Photographic Equipment** and musical instruments used for profit or **Business** purposes.
- e) Contact or corneal lenses.
- f) Loss or damage when **Your Home** is **Unoccupied** caused by:
 - i. escape of water from:
 - ⬢ fixed water apparatus
 - ⬢ pipes or
 - ⬢ tanks
 - ii. escape of oil from any fixed domestic heating system
 - iii. vandalism
 - iv. **Accidental Damage**
 - v. theft or attempted theft.
- g) Depreciation in value of **Contents**.
- h) Loss or damage excluded elsewhere under this **Section**.
- i) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.



Section Three - Fine Art and Antiques

This policy, **Schedule**, and any **Endorsement** applying to **Your** policy form **Your** 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.

Definitions

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

Basis of Settlement

Following an **Insured Event**, if an item of **Fine Art and Antiques** is lost or damaged beyond repair **We** will pay:

- a) unspecified item – the market value immediately before the **Insured Event** occurred but not more than £15,000
- b) specified item – the market value immediately before the **Insured Event** occurred but not more than the specified amount (as listed in the **Schedule** of specified items).

Following an **Insured Event**, if an item, pair or set of **Fine Art and Antiques** is partially lost or damaged **We** will pay:

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

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

What is Covered

1. Fine Art and Antiques

All risks of physical loss or damage to **Fine Art and Antiques**, whilst anywhere in the world, unless **We** have stated differently elsewhere in this **Section** of the Policy.

2. Vaulted Items

All risks of physical loss of or damage to **Vaulted Fine Art and Antiques** whilst within the bank vault or depository specified in the **Schedule** including during any temporary removal for up to a total of 30 days during any one **Period of Insurance**. Cover for theft whilst the item(s) are temporarily removed is limited to theft caused by violent and forcible means only.



Section Three - Fine Art and Antiques - continued

What is Covered – continued

3. New Acquisitions

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

What is Not Covered

- a) Any loss or damage caused by:
 - i. gradual emission of smoke
 - ii. chewing, fouling, scratching or tearing by **Your** domestic pets
 - iii. aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; **Vermin**; fungus; mould; wet or dry rot
 - iv. mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
 - v. wear, tear and gradual deterioration
 - vi. felling or lopping of trees
 - vii. **Accidental Damage** when part of **Your Home** is let to anyone (other than **Your** relatives or personal friends)
 - viii. theft or attempted theft when any part of **Your Home** is let to anyone other than **Your** relatives or personal friends (unless forcible and violent means are used to enter or leave the building).
- b) Loss or damage resulting from **Subsidence** or ground **Heave** or **Landslip** which has been caused by coastal or river bank erosion.
- c) Loss or damage to property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked.



Section Three - Fine Art and Antiques - continued

What is Not Covered – continued

- d) Loss or damage when **Your Home** is **Unoccupied** caused by:
 - i. escape of water from:
 - ⊖ fixed water apparatus
 - ⊖ pipes or
 - ⊖ tanksunless the **Buildings** (including any outbuildings containing plumbing and associated amenities) are:
 - ⊖ kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or
 - ⊖ the water is shut off at the mains and the fixed water tanks, apparatus and pipes are drained
 - ii. escape of oil from any fixed domestic heating system
 - iii. vandalism
 - iv. **Accidental Damage**
 - v. theft or attempted theft.
- e) Loss or damage resulting from rising ground water levels.
- f) **Fine Art and Antiques** held for **Business** purposes.
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.



Section Four - Personal Possessions, Money & Credit Cards

This policy, **Schedule**, and any **Endorsement** applying to **Your** policy form **Your** 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.

Definitions

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

Basis of Settlement

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

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

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

What is Covered

1. Valuable and Personal Possessions

All risks of physical loss or damage to **Valuables and Personal Possessions** anywhere in the world unless **We** have stated differently elsewhere in this **Section** of the Policy.

2. Vaulted Valuables and Personal Possessions

All risks of physical loss of or damage to **Vaulted Valuables and Personal Possessions** within the bank vault or depository specified in the **Schedule** including during any temporary removal worldwide for up to 30 days during the **Period of Insurance**. Cover for theft whilst the item(s) are temporarily removed is limited to theft caused by violent and forcible means only.



Section Four - Personal Possessions, Money & Credit Cards - continued

What is Covered – continued

3. Money and Credit Cards

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

*This Part 3 does not cover exchange rate losses, shortages caused by mistakes and **Credit Cards** which **You** have for the purpose of **Your Business**.*

4. New Acquisitions

Unless cover is requested for loss or damage to new additions, alterations or improvements within 30 days of acquisition, and **You** pay **Us** any required proportionate additional premium, the cover for loss or damage to new additions, alterations or improvements is limited to 20% of the **Sum Insured** under this **Section** and excludes cover for anything else excluded elsewhere under **Section 4 – Personal Possessions, Money and Credit Cards**.

What is Not Covered

- a) The amount of the **Excess** shown in **Your Schedule**.
- b) Loss or damage caused by exposure to extremes of temperature; aridity; humidity; rising damp; to moisture, light or heat; corrosion; **Vermin**; fungus; mould; wet or dry rot; mechanical or electrical fault or breakdown; inherent defect; alteration, cleaning, renovation, repair, restoration or the like; misuse; defective design, defective workmanship or the use of defective materials.
- c) Loss of or damage to:
 - i. **Jewellery** from hand luggage unless at the time of loss, it is being carried by **You**, **Your** domestic staff, nominated companion or by a courier approved by **Us** and is under the constant personal supervision of the person concerned
 - ii. property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked.



Section Four - Personal Possessions, Money & Credit Cards - continued

What is Not Covered – continued

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



HOME & CONTENTS



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