

HOUSEHOLD BUILDINGS & CONTENTS INSURANCE POLICY DOCUMENT (UK)



HOUSEHOLD 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

Put anet

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. Nationwide Broker Services Limited should be contacted immediately if any correction is necessary.

CONTENTS

Introduction	4	
Seneral Conditions Applicable to the whole of this Insurance		
General Exclusions Applicable to the whole of this Insurance	9	
Sections		
Section One – Buildings	11	
Section Two – Contents	16	
Section Three – Accidents to Domestic Staff	22	
Section Four – Legal Liability to the Public	23	
Section Five – Valuables and Personal Possessions	26	
Section Six – Domestic Freezer Cover	28	
Section Seven – Pedal Cycle Cover	29	
Section Eight – Money and Credit Card Cover	30	
rivacy Notice		
Vhat to do if you have a Complaint		

34

How to make a Claim

INTRODUCTION

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

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

a. **you** are clear which **sections you** have requested and want to be included;

b. you understand what each section covers and does not cover;

c. **you** understand **your** own duties under each **section** and under the insurance as a whole.

Please contact **your broker** immediately if the information **you** have provided is not correct, does not meet **your** requirements or if **you** would like to ask any questions.

Wherever the following words appear in bold they will have the **meanings shown below**.

Definitions

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.	
Buildings	The private residence(s) specified in the schedule and includes: the main domestic structure outbuildings used for domestic purposes 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 court lawns garden walls patios steps Terraces ormamental man-made ponds fountains satellite dishes external lighting alarm systems and surveillance equipment hedges fences gates patis and drives 	
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 tractors and their trailers used solely for domestic purposes fine art and antiques valuables and personal possessions in your home vour 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: caravans, aircraft, watercraft or mechanically propelled vehicles, other than: domestic gardening equipment electric wheelchairs models and toys and their spare parts and accessories, (although cover is provided for your computerised motor vehicle accessories when taken out of the vehicle and kept in the building of your home). Also not included are: any part of the structure of the buildings valuables and personal possessions away from your home which must be specifically insured under the Valuables and Personal Possessions Section ceredit cards.
Credit Cards	Bankers', 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 books rugs manuscripts tapestries porcelain drawings sculptures etchings stamps or coins forming part of a collection paintings articles made of precious metal and/or semi-precious or precious stone photographs gold and silver plated items, prints other collectible items or objects of virtue
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.

High Risk Items	 computers including their components and accessories (excluding printers, scanners and faxes) audio and video equipment including televisions, DVD and Blu-ray equipment, digital receivers and recorders photographic equipment jewellery & watches furs fine art and antiques (excluding collectible furniture). 		
Home	Your private residence(s) as specified in the schedule or where you have two or more private residences, so long as each are 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	Watches and/or articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, pearls and set/unset gemstones.		
Landslip	Downward movement of sloping ground.		
Money	Includes the lawful currency of any origin 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, airmiles vouchers, store points, lottery tickets, scratch cards and raffle tickets.		
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 is named 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 policy are insured including the excess(es) applicable to each insured section .		
Section(s)	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.		
Standard Construction	This means the walls of the buildings are built of brick, stone or concrete and the roof is pitched with slate, tile, concrete, asphalt or any incombustible mineral material.		
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building , other than by settlement .		
Sum Insured	The amount shown on the schedule is the maximum amount we will pay for each item insured under any section for claims resulting from one insured event unless otherwise stated on the schedule . For building(s) 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.		
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 in for more than 30 consecutive days, or (b) is not furnished for full habitation, or (c) it has not been lived in for a total of 180 days or more during the period of insurance .		
Valuables and Personal PossessionsItems of a personal nature normally worn, used or carried by you in your daily life which you which you are responsible including: 			
		You / Your	The person(s) named on the schedule including your household.
Your Broker	Person or persons who placed this insurance on your behalf as shown on your policy schedule .		

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

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

Your Duties

- 1. You must take all steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- 2. You must tell your broker immediately if you:
 - stop using the home as your permanent private residence, or
 - leave the home without an occupant for more than 30 consecutive days in length.

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

- **3. 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.

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.

Cancellation of this Insurance

- **1. You** are entitled to cancel this insurance by contacting **your broker** within 14 days of either:
 - the date you receive your insurance documentation; or
 - the start of the period of insurance

whichever is the later. Providing **you** have not made any claims **we** will refund the premium.

2. You can also cancel this insurance at any time during the **period of insurance** by contacting **your broker**. Any return premium due to **you** will depend on how long this insurance

has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**. Please refer to the policy **schedule** for **your broker's** contact details.

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

The reasons we may cancel your insurance are:

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- lack of cooperation or failure to supply information/ documentation;
- threatening or abusive behaviour.

The Law Applicable to this Insurance

Under European law, **you** and the insurers are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Unoccupancy

If **your home** is left without an authorised **occupant** for more than 30 consecutive days/nights without **our** written agreement this insurance will cover Fire/Lightning/Explosion and Earthquake only with effect from day 31 of unoccupancy. This condition does not apply if an alternative unoccupancy condition has been agreed and is specified in the **schedule**.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

b) War Exclusion we will not pay for

any loss or damage or liability directly or indirectly occasioned by, happening through or caused by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

c) Electronic Data Exclusion

We will not pay for

loss or destruction of or damage to any property caused by:

- a) any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - i. computer viruses, erasure or corruption of electronic data;
 - ii. the failure of any equipment to correctly recognise the date or change of date;

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

d) Diminution in Value

We will not pay for

any diminution in value to all property following a valid claim under this insurance.

- i. Pre-existing and Deliberate Damage 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.

e)Biological and Chemical Contamination Exclusion

We will not pay for

any legal liability of whatsoever nature caused by:

a) death or injury to any person directly or indirectly caused by or contributed to by biological or chemical contamination arising from:

- i. terrorism
- ii. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**.

g) Wear, Tear and Gradual Deterioration

We will not pay for

damage caused by wear and tear or anything that happens gradually (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

h) Asbestos / Silica

We will not pay for

Liability arising directly or indirectly out of, resulting from or in any way involving asbestos or silica or any materials containing asbestos or silica in whatever form or quantity unless as a result of **insured events** 1–10 of Section One – Buildings.

i) Electronic Date Recognition

We will not pay for

Liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware,

programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether **your** property or not; or

b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **your** property or not.

This clause applies regardless of any other cause or **insured event** that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

j) Toxic Mould

We will not pay for

Injury or damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminent(s) or any by-product therefrom.

k) Northern Ireland

We will not pay for

Loss or damage to any buildings in Northern Ireland or loss resulting, caused:

a) unlawfully, maliciously or wantonly by three or more persons unlawfully, riotously or tumultuously assembled together; or

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

For the purposes of this exclusion:

(i) Unlawful Association means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the

meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977.

(ii) Terrorism

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

I) Infectious or Contagious Disease Exclusion

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

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

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

m) Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

- We will not pay for any:
- (a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:

the use of or inability to use any application, software, or programme;

any computer virus;

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.

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, explosion or earthquake.	the excess(es) shown on your schedule.
2	aircraft and other flying devices or items dropped from them.	the excess(es) shown on your schedule.
3	storm, flood or weight of snow.	 a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 – subsidence, heave or landslip of Section One – Buildings; b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences; c) the excess(es) shown on your schedule.
4	escape of water from and frost damage to fixed water tanks, apparatus or pipes.	 a) for loss or damage resulting in subsidence, heave or landslip; b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools; c) for loss or damage while the buildings are not furnished enough to be normally lived in; d) loss or damage caused by the failure, or lack of appropriate, grout and/or sealant; e) the excess(es) shown on your schedule. f) Trace and Access unless shown on your schedule. g) For loss of damage if property is unoccupied for more than 31 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.	 a) for loss or damage caused by faulty workmanship; b) for loss or damage while the buildings are not furnished enough to be normally lived in; c) the excess(es) shown on your schedule. d) For loss of damage if property is unoccupied for more than 31 consecutive days.
6	theft or attempted theft.	 a) for loss or damage while the home is not furnished enough to be normally lived in; b) for loss or damage while the home is let, lent or sub let unless the loss or damage follows a violent and forcible entry; c) the excess(es) shown on your schedule. d) For loss of damage if property is unoccupied for more than 31 consecutive days.
7	collision by any vehicle or animal.	the excess(es) shown on your schedule.

	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
8	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	 a) for loss or damage while the buildings are not furnished enough to be normally lived in; b) the excess(es) shown on your schedule. c) For loss of damage if property is unoccupied for more than 31 consecutive days.
9	subsidence or heave of the site upon which the buildings stand or landslip.	 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 premises is also affected at the same time by the same insured event; b) for loss or damage to solid floors unless the external walls of the premises are damaged at the same time by the same insured event; c) for loss or damage arising from faulty design, specification, workmanship or materials;
		 d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law; e) for loss or damage caused by coastal erosion; f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions; g) the excess(es) shown on your schedule.
10	breakage or collapse of fixed radio and television aerials, fixed satellite dishes, wind turbines, solar panels and their fittings and masts.	 a) for loss or damage to radio and television aerials, satellite dishes, wind turbines, solar panels their fittings and masts; b) the excess(es) shown on your schedule.
11	falling trees, telegraph poles or lamp-posts.	 a) for loss or damage caused by trees being cut down or cut back within the premises; b) for loss or damage to gates and fences; c) the excess(es) shown on your schedule.

	What is covered	We will not pay
12	 the cost of repairing accidental damage to: fixed glass and double glazing (including the cost of replacing frames); solar panels; sanitary ware; ceramic hobs; all forming part of the buildings. 	 a) for damage while the buildings are not furnished enough to be normally lived in; b) the excess(es) shown on your schedule. c) For loss of damage if property is unoccupied for more than 31 consecutive days.
13	 the cost of repairing accidental damage caused by external and visible means from a single identifiable event to: domestic oil pipes; underground water-supply pipes; underground sewers, drains and septic tanks; underground gas pipes; underground cables; serving the home and which you are legally responsible for. 	a) the excess(es) shown on your schedule.
14	 loss of rent due to you which you are unable to recover; additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for; while the buildings cannot be lived in following loss or damage which is covered under Section One – Buildings. 	any amount over 20% of the sum insured for the buildings damaged or destroyed.
15	 expenses you have to pay and which we have agreed in writing for: architects', surveyors', consulting engineers', and legal fees; the cost of removing debris and making safe the building; costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section One – Buildings. 	 a) any expenses for preparing a claim or an estimate of loss or damage; b) any costs if Government or local authority requirements have been served on you before the loss or damage.
16	increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One – Buildings.	more than £500 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than £500 in total.
17	anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.	if the buildings are insured under any other insurance.
18	costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys.	a) any amount over £300; b) any thefts not reported to the police.

Accidental Damage to the Buildings

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

What is covered	What is not covered
This extension covers the following	we will not pay
accidental damage to the buildings.	 a) for damage or any proportion of damage which we specifically exclude elsewhere under section one.
	b) for the buildings moving, settling, shrinking, collapsing or cracking.
	c) for damage while the home is being altered, repaired, cleaned, maintained or extended.
	d) for damage to outbuildings and garages which are not of standard construction.
	e) for damage while the home is lent, let or sublet.
	f) for the cost of general maintenance.
	 g) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually
	 h) for damage arising from faulty design, specification, workmanship or materials.
	i) for damage from mechanical or electrical faults or breakdown.
	 j) for damage caused by dryness, dampness, extremes of temperature or exposure to light.
	 k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks.
	 for any damage caused by or contributed to or arising from any kind of pollution and/or contamination.
	m) the excess(es) shown on your schedule

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 full cost of rebuilding the buildings in their present form.

we will take an amount off for wear and tear from the cost of any replacement or repair if, immediately before the loss or damage the **buildings** were not in good repair.

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

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 their recommendations to prevent further loss or damage.
- 4. If you are under insured, which means the cost of rebuilding the buildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example, if your sum insured only covers one half of the cost of rebuilding the buildings, we will only pay one half of the cost of repair or replacement.
- 5. The sums insured in Section One Buildings will be indexed annually in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

At each renewal we will calculate the premium using the new sums insured.

For your protection should the index fall below zero we will not reduce the sum insured.

Limit of Insurance

we will not pay more than the sum insured for each premises shown in the schedule.

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, explosion or earthquake.	the excess(es) shown on your schedule.
2	aircraft and other flying devices or items dropped from them.	the excess(es) shown on your schedule.
3	storm, flood or weight of snow.	a) for property in the open;b) the excess(es) shown on your schedule.
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 excess(es) shown on your schedule. c) For loss of damage if property is unoccupied for more than 31 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.	 a) for loss or damage caused by faulty workmanship; b) the excess(es) shown on your schedule. c) For loss of damage if property is unoccupied for more than 31 consecutive days.
6	theft or attempted theft.	 a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry; b) any amount over £500 or 3%, whichever is greater, of the sum insured for contents within detached domestic outbuildings and garages; c) the excess(es) shown on your schedule. d) For loss of damage if property is unoccupied for more than 31 consecutive days.
7	collision by any vehicle or animal.	the excess(es) shown on your schedule.
8	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	 a) the excess(es) shown on your schedule. b) For loss of damage if property is unoccupied for more than 31 consecutive days.
9	subsidence or heave of the site upon which the buildings stand or landslip.	a) for loss or damage arising from faulty design, specification, workmanship or materials;b) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.

	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 Cont.	subsidence or heave of the site upon which the buildings stand or landslip.	 d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions; e) for loss or damage by coastal erosion; f) the excess(es) shown on your schedule.
10	falling trees, telegraph poles or lamp-posts.	 a) for loss or damage caused by trees being cut down or cut back within the premises; b) the excess(es) shown on your schedule.

	What is covered	What is not covered
	This section of the insurance also covers	We will not pay
11	 accidental damage to: audio and video equipment; home computers; all situated within the home. 	 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 buildings have been left unoccupied or unfurnished; e) the excess(es) shown on your schedule.
12	 accidental breakage of: fixed glass and double glazing; sanitary ware; mirrors; glass tops and fixed glass in furniture; ceramic hobs; forming part of the buildings which you 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 home. (These should be claimed under Buildings Insurance – unless you are legally liable as a tenant) c) damage caused after the buildings have been left unoccupied or unfurnished d) the excess(es) shown on your schedule
13	 the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by: (i) any of the insured events under numbers 1–10 in Section Two – Contents while the contents are: in any occupied premises in any buildings where you are living or working in any building for valuation, cleaning or repair in any building for valuation, cleaning or repair in any bank or safe deposit (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture storage. 	 a) for contents outside the United Kingdom b) for money or credit cards c) any amount over 20% of the sum insured under section two for contents in furniture storage d) loss or damage caused by you, your family, paying guest or tenants e) more than £5000 for contents whilst in university halls of residence or in student accommodation f) loss or damage by theft unless force and violence is used to gain entry to or exit from a building, or in the case of halls of residence or student accommodation, a locked room g) loss or damage caused by storm or flood to property not in a building h) the excess(es) shown on your schedule

	What is covered	What is not covered
	This section of the insurance also covers	We will not pay
14	up to twelve months rent you still have to pay as occupier if the home cannot be lived in following loss or damage which is covered under Section Two – Contents.	any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed.
15	costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under Section Two – Contents.	any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed.
16	 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: £10,000 for each insured person 	
17	costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys.	c) any amount over £300; d) any thefts not reported to the police.
18	increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 – Escape of Water of Section Two – Contents.	more than £750 in any period of insurance . If you claim for such loss under sections one and two, We will not pay more than £750 in total.
19	wedding gifts within the home against loss or damage by insured events 1–10 of Section Two – Contents, for one month before and one month after the wedding day of you or any member of your family (if within the period of insurance). We will increase the contents sum insured by £1,000 to cover loss or damage to wedding gifts.	 a) loss if the buildings have been left unoccupied or unfurnished; b) the excess(es) shown on your schedule.
20	During the month of December, we will increase the contents sum insured by £1,000 to cover loss or damage to Christmas gifts caused by insured events 1–10 of Section Two – Contents.	 a) loss if the buildings have been left unoccupied or unfurnished; b) the excess(es) shown on your schedule.

Accidental Damage to Contents

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

What is covered	What is not covered
This extension covers	We will not pay
This extension covers Accidental Damage to the Contents within the home.	 We will not pay a) for damage or any proportion of damage which we specifically exclude elsewhere under section two- contents; b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; d) for damage caused by chewing, tearing, scratching or fouling by animals; e) any amount over £1000 in total for porcelain, china, glass and other brittle articles; f) for money, credit cards, documents or stamps; g) for damage to contact, corneal or micro corneal lenses; h) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually; j) for damage from mechanical or electrical faults or breakdown; l) for damage from mechanical or electrical faults or breakdown; l) for damage caused by dryness, dampness, extremes of temperature and exposure to light;
	from any kind of pollution and/or contamination; n) the excess(es) shown on your schedule .

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

The above basis of settlement will not apply to

- clothes
- pedal cycles

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

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

Your Sum Insured

- 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 under insured, 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.

5. Index-linking clause

The **sums insured** in Section Two – Contents will be indexed annually in line with the Government's Retail Price Index or a similar index selected by **we**.

At each renewal **we** will calculate the premium using the new **sums insured**. For **your** protection should the index fall below zero **we** will not reduce the **sum insured**.

Limit of Insurance

We will not pay any more than the sum insured for the contents of each premises shown in the schedule

• The maximum amount **we** will pay following theft of **jewellery** from the **home** is £5,000 unless stolen from a fixed locked safe.

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
We will indemnify you	We will not indemnify you
for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance to your domestic staff employed in connection with the premises shown in the schedule and occurring within the United Kingdom .	 for bodily injury arising directly or indirectly from any vehicle outside the premises; from any vehicle used for racing, pacemaking or speed testing; from any communicable disease or condition; from any insured event occurring outside of the United Kingdom.

Limit of Insurance

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

SECTION FOUR – LEGAL LIABILITY TO THE PUBLIC

This **section** applies only if the **schedule** shows that either the **buildings** are insured under **section** one or the **contents** are insured under **section** two of this insurance.

Part A

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

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

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

What is covered	What is not covered
We will indemnify you	We will not indemnify you for any liability
 (i) as owner or occupier for any amounts you become legally liable to pay as damages for: bodily injury; damage to property caused by an accident happening at the premises during the period of insurance OR (ii) as a private individual for any amounts you become legally liable to pay as damages for: bodily injury; damage to property caused by an accident happening anywhere in the world during the period of insurance 	 a) for bodily injury to you; any other permanent member of the home; any person who at the time of sustaining such injury is engaged in your service. b) for bodily injury arising directly or indirectly from any communicable disease or condition; c) arising out of any criminal or violent act against another person or property; d) for damage to property owned by or in the charge or control of: you any other permanent member of the home any person engaged in your service 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 period of insurance; f) arising directly or indirectly out of any profession, occupation, business or employment; g) arising out of your ownership, possession or use of: i) any motorised or horsedrawn vehicle other thandomestic gardening equipment; ii) any power-operated lift; iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes. iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

NBS – Household Buildings & Contents

What is covered	What is not covered
We will indemnify you	we will not indemnify you for any liability
	h) which you have assumed under contract and which would not otherwise have attached;
	 i) in respect of any kind of pollution and/or contamination other than:
	 caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and reported to insurers not later than 30 days from the end of the period of insurance; 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.
	 j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises;
	k) if you are entitled to indemnity under any other insurance,

Part B

What is covered	What is not covered
we will pay for	we will not indemnify you for any liability
Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:	For any amount in excess of £100,000.
 Part A (ii) of this section would have indemnified you had the award been made against you rather than to you; there is no appeal pending; you agree to allow insurers to enforce any right which; insurers shall become entitled to upon making payment. 	

Part C

What is covered	What is not covered
We will indemnify you for	We will not indemnify you for any liability
any amount you 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 home previously owned and occupied by you.	a) if you are entitled to indemnity under any other insuranceb) 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 £100,000 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.

SECTION FIVE – VALUABLES AND PERSONAL POSSESSIONS

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

What is covered	What is not covered
This insurance covers	we will not pay
Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage anywhere in the world.	 a) for damage caused by moth, vermin, wear and tear or anything that happens gradually; b) for damage from electrical or mechanical faults or breakdown; c) any amount over £1,500 for any one item unless stated otherwise in the schedule; d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; e) for breakage of any sports equipment whilst in use; f) for any loss of or damage to contact, corneal or micro corneallenses; g) for theft or disappearance of jewellery from hand luggage unless such hand luggage is carried by hand and under your personal supervision; h) the first £250 of every claim in respect of unspecified items; i) any amount over £500 for mobile telephones and computer equipment unless otherwise stated in the schedule; j) any amount over £250 in respect of property in any unattended vehicle unless all items are hidden from view, all windows are closed, and all doors, and boot are locked; k) any amount over £2,000 in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms; l) Tools or instruments used or held for business or professional purposes; m) Collections of stamps, coins and medals; n) Equipment used for winter sports, water sports or camping.

Conditions that apply to Section Five - Valuables and Personal Possessions Only

How insurers deal with your Claim

1. We will at their option repair, replace or pay for any article lost or damaged.

- 2. If any insured item which is part of a pair or set and has an insured value of £1,500 or over:
 - We will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - We will not pay more than the proportion that the lost or damaged items bears to the insured value of such pair or set.

Your Sum Insured

3. If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim. For example if your sum insured only represents one half of the total value of unspecified items we will only pay one half of the cost of repair or replacement.

Limit of Insurance

We will not pay more than the sum(s) insured shown in the schedule.

SECTION SIX – DOMESTIC FREEZER COVER

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

What is covered	What is not covered
This insurance covers	We will not pay
the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	 for loss or damage to food held for business purposes or caused by the deliberate act of any gas or electricity supplier including: as a result of not paying your bill or when the home has become unoccupied or if the appliance is older than 10 years

Limit of Insurance

We will not pay more than the sum insured shown in the schedule.

SECTION SEVEN – PEDAL CYCLE COVER

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

What is covered	What is not covered
This insurance covers	We will not pay
 the cost of repairing or replacing your pedal cycles following: theft or attempted theft accidental damage anywhere in the United Kingdom. 	 a) for loss or damage to: tyres lamps accessories unless the cycle is stolen or damaged at the same time; b) for loss or damage due to wear and tear or any gradually operating cause; c) for damage from mechanical or electrical faults or breakdown; d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes; e) to replace a stolen cycle whilst left unattended away from the home unless locked to a fixed structure or in a locked building.

Limit of Insurance

We will not pay more than £200 per cycle unless otherwise shown on your schedule.

SECTION EIGHT – MONEY AND CREDIT CARD COVER

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

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

Limit of Insurance

We will not pay more than the sum(s) insured shown in the schedule.

PRIVACY NOTICE

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

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

We use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information. You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request ('DSAR'). You are also entitled to request that your data be corrected in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in the Privacy Policy.

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

If further information is required as to how data is processed by **us**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on **our** website at https://www.tmhcc.com/en/legal/privacy-policy.

or contact: The Data Protection Officer TMHCC, 1 Aldgate, London, EC3N 1RE DPO@tmhcc.com

If information is required as to how data is processed by *Nationwide Broker Services Ltd* or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at <u>www.nationwidebroker.co.uk/privacy</u> or contact:

Data Protection Officer,

Nationwide Broker Services Ltd, 2 Aire Valley Business Park, Wagon Lane, Bingley, BD16 1WA

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:

Nationwide Broker Services Limited 2 Aire Valley Business Park Wagon Lane Bingley BD16 1WA

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

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE By email: <u>tmhcccomplaints@tmhcc.com</u> By telephone: +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 Services(if eligible).

Alternative Dispute Resolution Body

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

> The Financial Ombudsman Service Exchange Tower London E14 9SR

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

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

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

You can find more information on the FOS at <u>www.financial-ombudsman.org.uk</u>.

HOW TO MAKE 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: <u>NBSclaims@relaltd.com</u>

Claims in writing should be directed to:

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

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

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

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

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

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 **they** consider necessary to enforce **your**

rights or their rights under this insurance.

2. Other Insurance

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

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 their 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 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 the potential claim); and
- b) we need not return any of the premiums paid.



2 Aire Valley Business Park, Wagon Lane, Bingley, BD16 1WA T: 0333 032 5000 E: info@nbsunderwriting.co.uk W: www.nbsunderwriting.co.uk

Registered Office: One, Fleet Place, London, England, EC4M 7WS. Authorised and regulated by the Financial Conduct Authority. Registration No. 590034.

