



Aspire Thatched Home Insurance Policy Wording

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Welcome

Thank **you** for choosing Higos Aspire Thatched Insurance to protect **your** property.

We want to help **you** understand **your** Higos Aspire Thatched Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

This policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

Your Higos Aspire Thatched Insurance Policy Document is split into various Sections. Not all Sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to **you** by **your** Broker. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your** **schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the **schedule**.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact Higos Insurance Services Ltd immediately.

Important Information about your Policy

The Insurers or Service Providers

Your Higos Aspire Thatched Insurance is underwritten by:-

Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects you by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers. In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See <https://www.fscs.org.uk/>

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

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

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

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

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or

- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

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

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our 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.

The Law applicable to this insurance

Under the laws of the United Kingdom both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

Several Liability Clause

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request.

Things we need to tell you about

Policy Format

Please get in touch by contacting **your broker** if **you** need **your** documents in large font, braille, or as audio.

Data Privacy Notice

Higos Insurance Services Ltd is a trading name of Global Risk Partners Ltd.

We are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. We collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. [This may involve sharing **your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies].

We may record telephone calls to help us monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our Privacy Notice at www.higos.co.uk. If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice

Telephone Calls and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Definitions

Applicable to this insurance

Accidental Damage

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Bodily Injury

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Broker

The intermediary who arranged this insurance on **your** behalf.

Buildings

The **buildings** used for domestic purposes, situated at the address or addresses shown in **your schedule** which are owned by **you**, or for which **you** have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings
- decorative finishes;
- permanent fixtures and fittings;
- domestic fixed fuel tanks;
- garden walls, fences, gates, paths and drives;
- hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes, cables, sewers, drains and drain inspection covers

Credit Cards

Credit, charge, cheque, bankers or cash dispensing cards.

Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties.

Domestic employee(s) does not include any employee involved in demolition, alterations, extensions or renovations to any part of the **insured premises**.

Endorsement

A written variation to the terms and/or conditions of this insurance.

Excess

The amount shown in the **schedule** or **endorsement you** have to bear in respect of certain claims covered by this insurance. If **you** claim under more than one section **we** will only apply the '**excess**' once

Fine Art and Antiques

All items of an antique nature or of artistic merit, including but not limited to furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statues, stamps, coins and medals, all forming part of a collection.

Fine art and antiques does not include **valuables**.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The private dwelling(s) at the address(es) shown on **your schedule** and its outbuildings all used for domestic purposes only.

Household Contents

The household goods and personal belongings of **your home** all of which belong to **you** or for which **you** have a legal responsibility, including:

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;
- tenants fixtures and fittings and interior decorations;
- domestic garden machinery, tools and implements;
- **office equipment**;
- **outdoor items**;
- sports equipment;
- saddlery and tack;
- trailers, horse trailers and trailer tents up to £5,000 in total;
- **fine art and antiques**
- **valuables** up to £10,000 in total

Definitions

Applicable to this insurance

Household contents excludes:

- motor vehicles other than those defined under **land vehicles**;
- any boat or vessel designed for use on water other than those defined under **watercraft**;
- caravans and aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones) and any parts or accessories thereof;
- any part of the **buildings**;
- any living creature;
- any items held or used in connection with any business, other than as defined under **office equipment**

Insured Premises

The private dwelling(s) at the address(es) stated in the **schedule** and the land within the boundaries belonging to it/them.

Land Vehicle(s)

Any of the following which are owned by **you**, or for which **you** have a legal responsibility:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- quad bikes;
- model or toy vehicles;
- segways;
- golf buggies;
- vehicles specifically designed to assist the disabled

Landslip

Downward movement of sloping ground.

Money

Any of the following belonging to **you** or in connection with **your** business:

- current legal tender, cheques, postal and money orders;
- postage stamps not forming part of a stamp collection;
- savings stamps, savings certificates and travellers cheques;
- premium bonds and gift tokens;
- travel and other tickets with a fixed monetary value

Office Equipment

Office equipment includes any of the following used in conjunction with **your** business at the **home**, which belong to **you** or for which **you** have a legal responsibility:

- furniture;
- computers (including keyboards and monitors);
- printers;
- fax machines and modems;
- photocopiers and typewriters;
- phone equipment;
- business stock

Office equipment does not include:

- the cost of reconstituting any lost or damaged data;

Outdoor Items

Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items

Period of Insurance

The period shown in the **schedule** and any further period for which **you** have paid or agreed to pay and **we** have accepted or have agreed to accept the premium.

Schedule

The **schedule** forms part of this insurance and shows details of the insured, the **insured premises**, the **period of insurance**, the sections of this insurance that apply and the **sums insured** or **limits of liability**.

Settlement

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

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Definitions

Applicable to this insurance

Sums Insured / Limits of Liability

The maximum amounts **we** will pay as shown in the **schedule**. Unless otherwise stated, the amounts apply to each incidence of loss and will be available again in full to meet further loss or damage

Tenants Improvements

Improvements made to the **buildings** by **you** or for which **you** are legally responsible including fixtures and fittings, and any radio and television aerials, satellite dishes and their fittings and masts that belong to **you**. This applies where **you** do not own or are not responsible for insuring the **buildings**.

United Kingdom

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

Unoccupied

If the **insured premises** have not been lived in overnight for more than 60 consecutive days or are not sufficiently furnished for normal living purposes

Valuables

Any of the following which are owned by **you** or for which **you** have legal responsibility:

- jewellery;
- watches;
- furs;
- guns

Watercraft

Any of the following which are owned by **you**, or for which **you** have a legal responsibility:

- sailboards
- surfboards
- dinghies
- boats of less than 16 feet or 4.8 metres in length
- motorised boats or vessels with an engine of 25 horsepower or less

We / Us / Our

The insurers shown in the **schedule**.

You / Your / Insured

The person or persons named in the **schedule** and all members of **your** family who permanently

Our Service Commitment to You

Sections One to Four

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** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries

Higos Thatched Property Team
Unit 7 Cary Court
Somerton Business Park
Bancombe Road
Somerton
Somerset
TA11 6SB
Tel: 01458 270352
Email: thatch@higos.com

Claims Enquiries

Pen Private Clients
Riverside,
Cloister House,
New Bailey Street,
Manchester
M3 5AG

Tel: 0161 529 1400 (including out of hours)
Email:
UK.PenPL.claims.new@penunderwriting.com (new claims) or
Personal.Lines.Claims@penunderwriting.com
(general correspondence)

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
55 Blythwood Street
Glasgow
G2 7AT
Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

If you remain dissatisfied, you may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final response to you, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged) 0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information at:
www.financial-ombudsman.org.uk

Cancelling this Policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the date you receive the policy documentation, or the start of the period of insurance,
- whichever is the latter.

If **you** wish to cancel and your cover hasn't started **we** will refund your premium in full.

If **you** cancel after **your** cover and provided there hasn't been a claim **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your broker**. On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due

Our right to cancel this Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- non-cooperation or failure to supply any information or documentation **we** request;
- **we** establish that **you** have provided **us** with incorrect information;
- failure to take care of the property insured;
- **you** breach any terms and conditions of **your** policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

Pen Private Clients

Riverside,
Cloister House,
New Bailey Street,
Manchester
M3 5AG

Tel: 0161 529 1400 (including out of hours)

Email:

UK.PenPL.claims.new@penunderwriting.com

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile 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

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations

If **we** appoint an authorised repairer the benefits for **you** are:

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items:
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

Telephone calls and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

These are the claims terms and conditions which **you** and **your** family will need to keep to as **your** part of the contract. If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases there are other people **you** must contact first:

- if **you** or **your** family are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number, tell **us** as soon as **you** can
- If **you** or **your** family are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give **us** all information and help **we** need.
- for all other claims **you** must notify **us** as soon as possible, giving full details of what has happened
- **you** must provide **us** with details of what has happened as soon as **you** can
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can
- **you** must not admit liability, or offer or agree to settle any claim without **our** written permission
- **you** must take care to limit any loss, damage or liability
- **you** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

Large Loss Excess Waiver

In the event of a claim for loss or damage covered by this insurance exceeding £30,000, the **excess** shown in **your schedule** will not apply. This Large Loss **excess** Waiver does not apply:

- to any **subsidence excess**
- to any additional voluntary **excess(es)** where we have applied an additional increased **excess** by endorsement

General Conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your** family will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

Take Care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- **buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements,

Please note that the rebuilding cost of **your home** may be different from its market value.

- **household contents** should be insured for the full cost of replacement as new
- **fine art and antiques** should be insured for the current market value
- **valuables** should be insured for the current replacement value

Changes in Circumstances

Using the address on the front of your schedule you must tell us within 14 days as soon as you know about any of the following changes:

- **you** are going to move **home** permanently;
- someone other than **your** family is going to live in **your home**;

- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be **unoccupied**;
- work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value of over £75,000;
- **you** or any member of **your** family has been convicted of or charged with any offence, other than a motoring offence which has not been spent under the Rehabilitation of Offenders Act
- any increase in the value of **your household contents** or the rebuilding cost of **your buildings**;
- **You** use a chimney at the **home** which **you** have previously told **us** is not used;
- **You** install a wood or solid fuel stove at the **home**;
- The fire protections **you** have told **us** about the **home** are removed, amended or become faulty;
- Any part of **your home** is going to be used for any trade, professional or business purposes;
There is no need to tell **us** about trade, professional or business use if:
 - i. the trade, professional or business use is only clerical; and
 - ii. there are no staff employed to work from the **home**; and
 - iii. there are no visitors to the **home** in connection with the trade, profession or business; and
 - iv. there is no business **money** or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

General Conditions

Applicable to the whole of this insurance

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission

Fraud

You must not act in a fraudulent manner, if **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or

- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

Thatch Conditions

01) Fire Condition

It is a condition of this insurance that where it is within your control you do not allow:-

- Any bonfires/incinerators to be lit within 100 metres of the premises
- Old thatch and thatching to be burnt within 100 metres of the premises
- Barbecues, fire-pits or chimineas to be burnt within 5 metres of the buildings

02) Chimney Condition

It is a condition of this insurance that all chimneys serving solid fuel stoves, boilers or open fires must be:-

- kept in a good state of repair throughout the **period of insurance**; and
- professionally cleaned along the entire length at least twice during the **period of insurance** being:-
 - at least once between 1st July and 31st October prior to winter use; and
 - at least once between 1st January and 31st March unless alternative dates have been agreed by **us** in writing,by a member of any of the following professional bodies unless an alternative has been agreed by **us**:
 - National Association of Chimney Sweeps (NACS) Guild of Master Chimney Sweeps
 - Association of Professional and Independent Chimney Sweeps
 - Professionally inspected by a qualified Chimney Engineer at least once every 5 years and any requirements or recommendations complied with within 60 days of that inspection. A copy of the chimney inspection report/certificate is to be lodged with Higos Insurance Services Ltd.

03) Spark Arrester Condition

It is a condition of this insurance that spark arresters must be removed and thoroughly cleaned each time the chimney is cleaned.

04) Naked Flame Condition

It is a condition of this insurance that no naked flames or tools producing naked flames are to be used within 5 metres of the thatch roofing.

General Conditions

Applicable to the whole of this insurance

Thatch Conditions (continued)

05) Fire Protections Condition

It is a condition of this insurance that:

- At least one fire extinguisher is kept on each floor of **your home** and
- A fire blanket conforming to BS EN 1869 is kept in the kitchen

All fire protections must be checked and maintained per the manufacturer's instructions

06) Thatch Condition

It is a condition of this insurance that all thatch roofing is inspected by a suitably qualified thatcher at least once every 10 years.

Any recommendations must be complied with within 60 days of that inspection unless a longer period has been agreed by **us** and a copy of the thatch inspection letter/report is to be lodged with Higos Insurance Services Ltd

07) Smoke Detector Condition

It is a condition of this insurance that each floor within the **home** is fitted with a minimum of one smoke detector complying with BS EN 14604:2005

08) Electrical Condition

It is a condition of this insurance that all electrical wiring is inspected by a member of the National Inspection Council for Electrical Installation Contracting, Electrical Contractors Association or an alternative recognised electrical body agreed by **us**, at least every 10 years or sooner where stated on the current electrical certificate.

Any requirements or recommendations must be complied with within 60 days and a copy of the electrical inspection report and certificate lodged with Higos Insurance Services Ltd.

09) Wood Storage Condition

It is a condition of this insurance that all wood burnt on Open Fires or Wood Burners must be seasoned and stored outside where it is sheltered from excessive rain, but exposed to wind and sunlight.

10) Electrical lighting Condition

It is a condition of this insurance that:

- every recessed light fitting located on the upper floor of the buildings must be fitted with a fire protection cover compliant with the standard of BS476:PT.23.
- no external electrical lighting is to be located within 50cm of the thatch roof covering.

If **you** fail to comply with the above Thatch Conditions this insurance may become invalid in respect of loss or damage caused by fire, smoke, storm or weight of snow.

In the event of loss or damage caused by fire, smoke, storm or weight of snow **you** may be required to provide proof of inspections.

All other terms, conditions, exclusions and limitations remain unaltered.

General Exclusions

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring outside of the **period of insurance**;
- caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- when caused by oil or water escaping from a fixed oil or fixed water installation, or
- when 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 **home**, and

- reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

6. Electronic Data Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - computer viruses, erasure or corruption of electronic data,
 - the failure of any equipment to correctly recognise the change of date.

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

7. Electronic Data Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- computer viruses, erasure or corruption of electronic data,
- the failure of any equipment to correctly recognise the change of date.

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

General Exclusions

8. Terrorism Exclusion

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

9. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities

10. Loss of Value

We will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly included within this insurance

11. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

12. Wear and Tear and Gradually Operating Causes

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, mould or infestation;
- Moths, insects, vermin or infestation;
- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm, frost or fire
- The process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life

13. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

14. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

15. Mechanical or Electrical Faults

We will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

General Exclusions

16. Unoccupied Homes

We will not pay for the following events while **your home** is **unoccupied**:

- escape of water from or frost damage to fixed water tanks, apparatus or pipes, during the period 1st November to 28th February unless you comply with one of the following:
 - i. where the entire **home** has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit;
 - ii. all water supplies to the **home** are turned off at the mains and the entire water system is drained of all the water and where fitted the loft hatch door must be left open.
- theft or attempted theft, vandalism or malicious damage unless **we** agree cover;
- escape of oil from any fixed heating installation or any domestic appliance;
- loss of metered water
- **accidental damage**

17. Building Works

We will not pay for any loss or damage resulting from any work to **your home**, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £75,000, unless the work has been agreed by **us**.

Section One – Buildings

The Cover

Cover for **buildings** applies only if it is shown as included in **your** policy **schedule**

This section covers the **buildings** belonging to **you** or for which **you** are legally liable, situated at the **insured premises**, against loss or damage, other than as excluded under either this section or the general exclusions.

Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings**.

If **you** have an up-to-date survey of the **buildings** and have insured **your buildings** for the sums insured mentioned, **we** will pay the full cost of rebuilding or repairing the damage at the time of loss or damage, even if this is more than the sum insured, except for buildings that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **period of insurance** and must have been authorised by **us**.

We will make a deduction for wear, tear or betterment if the **buildings** have not been maintained in a good state of repair.

Index-linking

The **sum insured** for **buildings** will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

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

Your Sum Insured

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

Specific Extensions

This section also covers:

1. Alternative Accommodation

We will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets while **your home** cannot be lived in, due to loss or damage covered by this section, but not for a period of more than 36 months

2. Building Works

We will pay for loss or damage to the **buildings** whilst works are being carried out to **your home** which are not routine repair, maintenance or decoration, up to a contract value of £75,000. **We** will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by **you** and kept at the **insured premises**.

3. Damage Caused by Domestic Pets

We will pay up to £5,000 in any one **period of insurance** in respect of damage to the buildings caused by **your** domestic pets due to chewing, scratching, tearing or fouling. The most **we** will pay under section one – **buildings** and section two – **household contents, fine art and antiques** and **valuables** combined is £5,000.

4. Damage Occurring During the Sale of the Insured Premises

We will pay for loss or damage covered by this insurance for the purchaser of the **insured premises**, from the time of the exchange of contracts, or if in Scotland from the date **you** accept the offer of purchase, until the sale is completed or the **period of insurance** ends, whichever is sooner

5. Emergency Access

We will pay for loss or damage to the **buildings** as a direct result of forcible entry to **your home** to attend a medical emergency or to prevent damage to **your home**.

Section One – Buildings

6. Emergency Preventative Measures

We will pay up to £2,500 in any one **period of insurance** for costs incurred by **you** in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by storm or flood.

7. Fatal Injury and acquired disability

We will pay the following amounts for fatal injury to **you**, happening at the **insured premises**, caused by outward and visible violence by burglars or by fire:

- £50,000 if such injury results in **your** death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.

The maximum **we** will pay for any one incident is £100,000; if **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £100,000.

We will not pay for injury to or death of any **domestic employee**.

8. Fees, Expenses and Debris Removal

We will pay for the following expenses incurred with **our** prior written consent:

- fees to architects, surveyors and consulting engineers;
- the cost of clearing the site and making the **buildings** safe; and
- the cost of doing anything required by any Government or Local Authority, unless **you** received a notice before the loss or damage happened, and provided that the **buildings** were originally built according to any Government and Local Authority regulations in force at that time.

9. Forced Evacuation

If **you** are denied access to **your insured premises** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, reimburse **you** for the cost of necessary and comparable alternative accommodation incurred by **you** but not for more than a period of 60 days.

10. Garden Cover

We will pay the costs of restoring **your** garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £15,000 for any one claim. **We** will only pay up to £2,500 for replacing any one tree, shrub or plant.

11. Locating the source of a leak

If **your buildings** are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in **your home**, **we** will pay the cost of locating the source of the leak including subsequent repairs to walls, floors and ceilings

12. Precautionary Measures

Following loss or damage covered by this policy **we** will pay up to £1,000 towards costs incurred by **you** for repairs to **your home** to prevent further loss or damage from the same occurrence.

13. Removing nest(s)

We will pay up to £1,000 in any one **period of insurance** for the costs of removing wasp, bees or hornets' nest(s) at the **insured premises** which have been incurred by **you**. **We** will not pay for nests(s) which **you** were aware of before the **period of insurance**.

14. Removing trees from vehicular access

The costs of removing tree(s) that have fallen across the main vehicular access to the **insured premises**, **we** will only pay up to £2,500 for any one claim.

15. Replacement Locks

The costs incurred with **our** prior consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys. **Your excess** does not apply to this specific extension.

Section One – Buildings

16. Reward

We will pay a reward up to £7,500 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

We will not pay any reward where **you** or the Police would benefit from such payment.

If **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £7,500.

- f. whilst the **buildings** are undergoing any structural repairs, alterations or extensions; or
- g. **settlement** of the **buildings**

The cost of clearing blocked sewer pipes, drains, pipes or underground tanks unless caused as a result of loss or damage covered under this section

Specific Exclusions

We will not pay for:

1. The **excess** stated in **your schedule**
2. Loss or damage caused by storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the private dwelling is also affected at the same time by the same event
3. The cost of general maintenance and decoration
4. Loss or damage caused by or resulting from warping or shrinkage
5. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings stand**, or **landslip**:
 - a. to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;
 - b. to solid floors unless the walls of the **home** are affected at the same time by the same event;
 - c. arising from faulty design, specification, workmanship or materials;
 - d. 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. caused by river or coastal erosion;

Section Two – Household Contents, Fine Art and Antiques and Valuables

The Cover

Cover for **household contents, fine art and antiques** and **valuables** applies only if they are shown as included in **your** policy **schedule**.

This section covers the **household contents, fine art and antiques**, and **valuables** belonging to **you** or for which **you** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the **insured premises** or anywhere in the world.

Basis of Valuation/Settlement of loss and/or damage

1. In respect of **household contents**

In the event of loss or damage covered by this insurance, **we** will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of a partial loss covered by this insurance **we** will pay for the cost of restoration or repair.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

2. In respect of **fine art and antiques** and **valuables**

In the event of loss or damage covered by this insurance **we** will pay:

- a. For unspecified items:
Up to the specific limit of any items, pair or set of items at the time of such loss or damage

- b. For specified items:

Up to the value agreed by **us** and as stated in the **schedule** for each item, pair or set of items individually listed in the valuation or private inventory

In the event of a partial loss covered by this insurance **we** will pay the cost of restoring or repairing the item to its condition immediately before the insured event plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, **we** will pay the full replacement cost of the pair or set of items, provided **you** surrender the undamaged part(s) of the pair or set of items to **us**.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

Your Sum Insured

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

Index-linking

The **sum insured** for **household contents** will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

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

Fine art and antiques and **valuables** will not be index linked. **You** must ensure that the **sums insured** shown in **your schedule** are adequate.

Section Two – Household Contents, Fine Art and Antiques and Valuables

Specific Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

Fine art and antiques

£25,000 for any one item, pair or set of items

Land vehicles

£5,000 for any one claim

Office equipment

£20,000 for any one claim, with a maximum of
£10,000 for business stock

Outdoor items

£25,000 for any one claim

Personal documents

For title deeds and other personal documents up
to £10,000 for any one claim

Theft from unattended vehicles

£15,000 for any one claim

Valuables

£10,000 for any one item, pair or set of items

Watercraft including their furnishings,
equipment and outboard motors

£5,000 for any one claim

Wine

£25,000 for any one claim

Specific Extensions

This section also covers:

1. Additions and substitutions

This Section also automatically extends to include any additions or substitutions to the **household contents, fine art and antiques** and **valuables** insured during the **period of insurance** subject to **our** liability not exceeding an additional 25% of the **sum insured** stated in the **schedule** for this section, solely as a result of these additions or substitutions.

This extension shall only apply when **you** declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by **us** is paid. If such acquisition or substitution is not declared to **us** within 60 days **we** reserve the right, at **our** discretion, to refuse cover.

2. Alternative Accommodation

We will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets, while the **home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months.

We will not pay for any loss of rent if **we** have already paid a claim as a result of the same loss or damage under this section for loss of rent payable.

3. Alternative electricity generating supply cover

We will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the **insured premises** for:

- the amount of revenue which is lost that **you** would have received from selling back surplus electricity, under contract, to a recognised electricity distributor;
- the additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the **insured premises**. **You** will have to demonstrate the amount of electricity historically produced by generating equipment installed at the **insured premises**.

The maximum amount payable in respect of any one incident and in any one **period of insurance** is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.

Section Two – Household Contents, Fine Art and Antiques and Valuables

We will not pay for loss or damage: that **we** specifically exclude elsewhere in this insurance;

- while the **insured premises** are being altered, repaired or extended;
- while the solar panels or wind turbines are being installed, moved or serviced;
- caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration;
- arising from faulty design, specification, workmanship or materials;
- caused by mechanical or electrical faults or breakdown;
- while the **insured premises** are lent, let or sublet

4. Computer Software

We will pay the cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.

5. Credit Cards

We will pay for loss for which **you** are responsible, up to £25,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any **credit card**, together with all costs and expenses incurred with **our** prior written consent arising before the **credit card** organisation received notification of the loss, provided that **you** comply with all the terms and conditions under which the **credit card** was issued. **We** will not pay for losses not reported to the police and issuer of the **credit card** within 24 hours of discovery. Where **you** have reported **your credit card(s)** for unauthorized or fraudulent use, in most circumstances **you** will only be liable for the first £50 of the claim.

6. Damage Caused by Domestic Pets

We will pay up to £5,000 in any one **period of insurance** in respect of damage caused by your domestic pets due to chewing, scratching, tearing or fouling. The most **we** will pay under section one – **buildings** and section two – **household contents, fine art and antiques and valuables** combined is £5,000.

7. Death of an Artist

We will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist following loss or damage covered under this section. **We** will not pay for:

- more than 200% of any one piece of art subject to a maximum of £100,000 in total;
- any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage;
- any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **you** cannot prove the increased value of any piece of art

8. Defective Title

We will pay **you** the purchase price of an item individually listed in **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required, by law, to return it to its rightful owner. **We** will not pay:

- more than £100,000;
- if **you** did not purchase the item during the **period of insurance** it has been insured by **us**;
- if **you** do not notify **us** within the **period of insurance**;
- if the item was inherited or given to **you** as a gift;

if **you** did not make enquiries regarding the item's provenance before **you** purchased it

Section Two – Household Contents, Fine Art and Antiques and Valuables

9. Fatal Injury and acquired disability

We will pay the following amounts for fatal injury to **you**, happening at the **insured premises**, caused by outward and visible violence by burglars or by fire:

- £50,000 if such injury results in **your** death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.

The maximum **we** will pay for any one incident is £100,000; if **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £100,000.

We will not pay for injury to or death of any **domestic employee**.

10. Fine Art and Antiques Market Appreciation

If **you** have had a valuation within the last 36 months for a specified item of **fine art or antiques** **we** will pay as follows:

- i. In the event of a total loss if the market value of the specified item immediately before the loss exceeds the amount specified for that item we will pay the market value
- ii. In the event of a partial loss we will pay the lesser of:
 - a) The cost of repairing the item to its condition immediately before the loss; or
 - b) The amount shown on the **schedule** for that item

However if the market value of the specified item exceeds the amount specified for that item we will pay the market value. The most **we** will pay under this extension is 150% of the specified sum insured.

11. Freezer Contents

We will pay for loss or damage to freezer contents whilst at the home, including damage caused by a rise or fall in temperature. **We** will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority. **Your excess** does not apply to this extension

12. Gifts and Presents

We will pay for wedding, birthday, anniversary and religious festival gifts purchased by **you** but not yet given to third parties and similar items purchased for **you** and kept in the **home**. This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. **We** will pay up to £1,000 for any single item and £10,000 for any one claim.

13. Hire of Replacement Golf Clubs Overseas

Following loss or damage to **your** golf clubs, or any that **you** have hired or borrowed, whilst outside of the **United Kingdom**, **we** will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to **us** in the event of a claim.

14. Hole in One

In the event of a Hole in One being achieved by **you** in an official golf club competition **we** will pay up to £500. **Your** scorecard and certification from **your** club or match secretary must be submitted to **us** in the event of a claim.

15. Loss of Oil, Metered Water or LPG

We will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at **your home** during the **period of insurance**. **We** will pay up to £10,000 for the cost of liquid petroleum gas (LPG) lost from fixed domestic heating installations at **your home** during the **period of insurance**.

Section Two – Household Contents, Fine Art and Antiques and Valuables

16. Loss of Rent Payable

We will pay for rent which **you** have to pay as a lessee or tenant of the **insured premises** while the **home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. **We** will not pay for any loss of rent if **we** have already paid a claim as a result of the same loss or damage under this section for alternative accommodation.

17. Marquees

We will pay for loss or damage to marquees and associated equipment that **you** have temporarily hired and are responsible for, for up to 7 days, **we** will not pay more than £50,000 for any one claim.

18. Memorial Stones

We will pay up to £3,000 in any one **period of insurance** in respect of malicious damage or theft of the memorial stone commemoration of **your** parents, grandparents, spouse, domestic partner or children, subject to:

- the Memorial stone being in a good state of repair prior to the loss or damage;
- the Memorial stone being located in the **United Kingdom**

19. Money

We will pay up to £5,000 for any one claim. **We** will not pay for:

- loss of value, confiscation or shortage due to **your** error or omission;
- more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box;
- **money** left in an unattended vehicle; or
- losses not reported to the police within 24 hours of discovery

20. Moving Home

We will pay for loss or damage to **your household contents, fine art and antiques and valuables**, during removal, transit and storage to **your** new permanent residence within the **United Kingdom** by professional removal contractors. **We** will not pay for loss or damage whilst in storage for more than 15 days.

21. Nursing Homes

We will pay up to £10,000 in any one **period of insurance** for loss or damage to **contents** belonging to **your** parent(s) or grandparents whilst permanently residing in any nursing or residential care home. **We** will not pay:

- More than £1,000 for any one item, pair or set;
- For theft or attempted theft of contents unless entry to or exit from the property or room where the loss occurred is by forcible and/or violent means

22. Replacement locks

We will pay the costs incurred with **our** prior consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

Your excess does not apply to this extension

23. Reward

We will pay a reward up to £7,500 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

We will not pay any reward where **you** or the Police would benefit from such payment.

If **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £7,500.

24. Stamp, Coin and Medal Collections

We will pay for loss or damage covered by this section to stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.

Section Two – Household Contents, Fine Art and Antiques and Valuables

25.Storage

Loss or damage to **household contents, fine art and antiques** and **valuables** permanently kept in a commercial storage facility during the **period of insurance** caused by any of the following perils:

- Fire, lightning, explosion, earthquake or smoke;
- storm, flood or weight of snow;
- escape of water from fixed water apparatus, pipes or tanks;
- theft or attempted theft accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism

We will not pay for more than 25% of **your household contents, fine art and antiques** and **valuables** sum insured

26.Students Possessions

We will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of **your** family whilst away from the **insured premises** and attending school, university or college. **We** will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles
- For theft or attempted theft of students possessions away from the **insured premises** unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

27.Your Legal Liability as a Tenant for Accidental Damage

Accidental damage to mirrors, glass tops and fixed glass in furniture and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the **buildings** at the **insured premises** for which **you** are legally responsible as a tenant and are not otherwise insured.

28.Your Legal Liability as a Tenant for Damage to the Buildings

We will pay costs for which **you** legally become liable to pay as a tenant for loss or damage to the **buildings**, up to the **contents** sum insured.

This extension excludes any liability:

- For loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings;
- For loss or damage arising from **subsidence, heave or landslip**;
- For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
- While the **home** is **unoccupied**.

29.Visitors and Domestic Employees Personal Effects

Personal possessions belonging to **your** visitors or **domestic employees**, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against loss or damage whilst at the **home**. **We** will not pay for **money, credit cards** and **valuables** belonging to **your** visitors or **domestic employees** or items covered under another insurance policy

Section Two – Household Contents, Fine Art and Antiques and Valuables

Specific Exclusions

We will not pay for:

1. The **excess** stated in your **schedule**
2. Loss or damage to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.
3. Loss, damage or liability caused by or resulting from guns used willfully or maliciously, regardless of intention to cause harm
4. Theft of any item from an unattended vehicle unless violence and force are used to enter the vehicle. Items must be concealed from sight and/or locked in the boot or glove box
5. Loss or damage caused by **you** not receiving goods or services **you** have paid for through any internet website.
6. Loss of value following repair, replacement or reinstatement in respect of **household contents**
7. Loss or damage caused by or resulting from warping or shrinkage
8. Loss or damage caused by **subsidence** or **heave** of the site upon which the buildings stand, or **landslip**:
 - a. arising from faulty design, specification, workmanship or materials;
 - b. which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;
 - c. caused by river or coastal erosion;
 - d. whilst the buildings are undergoing any structural repairs, alterations or extensions

Section Three – Employers Liability for Domestic Employee(s)

The Cover

Cover for Employers Liability for **domestic employee(s)** applies only if it is shown as included in your policy **schedule**

This section indemnifies **you** against any amounts that **you** become legally liable to pay as compensation, including costs and expenses with **our** prior written consent, for **bodily injury** by accident happening to **your domestic employees**, occurring anywhere in the world during the **period of insurance**, other than as excluded under either this Section or the General Exclusions.

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 including all costs and expenses incurred with **our** prior written consent.

Specific Exclusions

We will not indemnify **you** for any liability:

1. For **bodily injury** arising directly or indirectly out of any work domestic employees do for **you**, other than domestic or gardening duties.
 2. For **bodily injury** arising directly or indirectly from any communicable disease or condition.
 3. For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
 4. For **bodily injury** or damage to property arising out of **your** ownership, possession or use of:
 - i. any **land vehicle(s)** which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;
 - ii. any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);
 - iii. any craft designed for use on water other than:
 - boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which you have owned, rented or borrowed for less than thirty (30) days
 - surfboards
 - sailboards
 - dinghies
 - iv. any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
 - v. any power operated lift (other than domestic stair lifts)
5. For **bodily injury** arising directly or indirectly from any communicable disease or condition.
 6. Arising out of any criminal or violent act to another person or their property
 7. Arising out of **your** ownership, occupation, possession or use of any land or building which is not within the **insured premises**
 8. In Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one **period of insurance**

Section Four – Liability to Others

The Cover

Cover for Liability to Others applies only if it is shown as included in **your** policy **schedule**

This section indemnifies **you**:

1. As owner or occupier for any amounts **you** become legally liable to pay as damages in respect of:
 - a. **bodily injury** to any person; or
 - b. loss or damage to property caused by an accident happening at the **insured premises** during the **period of insurance**, other than as excluded under this section or the general exclusions
2. As a private individual for any amounts **you** become legally liable to pay as damages in respect of:
 - a. **bodily injury** to any person; or
 - b. loss or damage to property caused by an accident happening anywhere in the world during the **period of insurance**, other than as excluded under this section or the general exclusions

If only section one – **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under part 1) above.

If only section two – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as occupier only but not as owner is covered under parts 1) and 2) above.

If both section one – **buildings** and section two – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as owner or occupier is covered under parts 1) and 2) above

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 plus all costs and expenses incurred with **our** prior written consent.

Specific Conditions

1. All claims arising out of one incident shall be treated as one claim.
2. In the event of **your** death, **we** will treat **your** legal personal representatives as the **insured** in respect of liability incurred by **you**.

Specific Extensions

1. Unrecovered Court Awards

We will pay for amounts **you** have been awarded by a court in the **United Kingdom** for **bodily injury** or damage to property and which still remain outstanding 3 months after the award has been made, provided that:

- a) part 2. above of this insurance would have indemnified **you** had the award been made against **you** rather than to **you**;
- b) there is no appeal pending; and
- c) **you** agree to allow **us** to enforce any right that **we** shall become entitled to upon making payment

Our liability for all damages payable under this extension shall not exceed £1,000,000 in any one **period of insurance**.

2. Defective Premises Act

We will indemnify **you** for 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**.

This extension will not indemnify **you** for:

- a) any liability if **you** are entitled to indemnity under any other insurance; or
- b) the cost of repairing any fault or alleged fault

Section Four – Liability to Others

Specific Exclusions

We will not indemnify **you** for any liability:

1. For **bodily injury** to **you**, any person permanently residing with **you** in the **home** or any person who, at the time of sustaining such injury, is engaged in **your** service.
2. For damage to property owned by or in the charge or control of **you**, any person permanently residing with **you** in the **home** or any person engaged in **your** service. This exclusion does not apply in respect of damage to the **buildings** for which **you**, as tenant, are legally liable to the owner.
3. For **bodily injury** or damage to property arising out of **your** ownership, possession or use of:
 - i. any **land vehicle(s)** which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;
 - ii. any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);
 - iii. any craft designed for use on water other than:
 - boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which you have owned, rented or borrowed for less than thirty (30) days
 - surfboards
 - sailboards
 - dinghies
 - iv. any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
 - v. any power operated lift (other than domestic stair lifts)
4. For **bodily injury** arising directly or indirectly from any communicable disease or condition.
5. For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**
6. Arising out of any criminal or violent act to another person or their property
7. Arising directly or indirectly out of any business, profession, occupation or employment, other than:
 - i. Use of the **home** as an office for non-manual work in connection with your home business
 - ii. Any unpaid occupation as a director or officer of a registered charity or other not for profit organization
 - iii. Voluntary work for a registered charity, religious or community group
8. Which **you** have assumed under contract and which would not otherwise have attached
9. Arising out of **your** ownership, occupation, possession or use of any land or building which is not within the **insured premises**
10. In Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one **period of insurance**
11. If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
12. In respect of any kind of pollution and/or contamination unless it is:
 - i. 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 **insured premises** named in the **schedule**; and
 - ii. Reported to **us** not later than thirty (30) days from the end of the period of insurance

The most **we** will pay in total for all such claims covered in the period of insurance is £5,000,000 including costs and expenses



Call 01458 270 352

For independent advice or a quotation



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Email us

thatch@higos.co.uk



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