



Insuremyvilla

STERLING (£) POLICY WORDING FOR

OVERSEAS HOMES

OVERSEAS HOLIDAY HOMES

UK HOMES

OVERSEAS / UK HOMES COMBINED

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INDEX

Your insurance policy	3
Our service commitment to you	4
Your total peace of mind	4
Definitions	5
General Conditions	6
General Exclusions	8
How to Make a Claim under this insurance	10
Buildings section	11
Contents section	15
Legal liability to the public	18
Accidents to domestic staff	19
Freezer contents	20
Additional money and credit cards	20
Pedal cycles	20
Emergency travel expenses	21
Loss of electrical supply sold back to the grid	21
Valuables and personal possessions	22

YOUR INSURANCE POLICY

This insurance policy provides cover for the sections specified in the **schedule of cover** during the **period of insurance** for which **you** have paid, and **we** have accepted, **your** premium.

This insurance provides cover for the sections specified in the **schedule of cover** during the **period of insurance** for which **you** have paid, and **we** have accepted, **your** premium.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions on page 5. It has been issued in accordance with the authorisation granted to **Insure My Villa** by the **insurer** under contract reference number B1262BW0015513 and is based on the information provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important note below)

This policy wording, along with the **schedule of cover**, endorsements and the statement of fact should be read together as one document and form the contract of insurance.

* Important Notice

The statement of fact containing the information supplied either orally, electronically or in writing by you or anyone acting on your behalf, upon which your premium was calculated, is the basis of your contract with the insurer. Your attention is drawn to the importance of the accuracy of the information supplied on the statement of fact. If you agree that the information is correct, please retain the statement of fact with your policy document (you must sign and date the statement of fact where indicated and retain for your records). If the information supplied is incorrect or missing please notify Insure My Villa or your broker immediately, but no later than fourteen days after receipt. The revised information may result in a change to the premium quoted and / or the terms that apply to the policy or it may result in us being unable to continue this insurance and having to cancel the policy. Please note that if the information provided on the statement of fact is not complete and accurate then we may cancel your policy and refuse to pay any claim or your claim may be reduced and not paid in full.

Please read all the documents carefully to make sure they meet your requirements. If you decide that you do not wish to proceed then you may cancel this insurance by notifying the broker who sold you this insurance, or Insure My Villa, 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 in full less an administration charge of £15.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 6, 7, 8 and 9. It is important that you read them carefully, as they apply at all times.

OUR SERVICE COMMITMENT TO YOU

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** policy or the handling of a claim **you** should, in the first instance, contact **Insure My Villa**. This can be by telephone, fax, email or online at www.insuremyvilla.com

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Department. Their address is:-

Policyholder and Market Assistance Department

Lloyd's Market Services, One Lime Street, London EC3M 7HA

Tel: +44 (0)207 327 5693

Fax: +44 (0)207 327 5225

Email: complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. **We** will not be responsible for any complaints regarding companies other than **us** or **Insure My Villa**. This complaints procedure is without prejudice to **your** right to take legal proceedings.

ADMINISTRATION CHARGES

Insure My Villa charge a small administration fee for arranging and amending policies. A scale of these charges can be found at www.insuremyvilla.com. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

YOUR TOTAL PEACE OF MIND

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU, by telephoning +44 (0)800 678 1100 and on their website www.fscs.org.uk

DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy and are highlighted in bold type, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage – damage caused by violent, unforeseen, external and visible means,

Bodily injury – damaged to persons caused by accident or disease,

Insurer – this insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom. Both the Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority. Please note that correspondence should not be directed to the above address, but must always go through the insurance broker who sold **you** this insurance or **Insure My Villa**,

Holiday home – where the **premises** are used by **you, your** family or non-paying friends on a regular basis throughout the year,

Holiday home let – where the **premises** are let to any third party as holiday accommodation, other than your family and non-paying friends,

Main residence – where the **premises** is **your** primary home in the country where it is located and lived in by either **you** or **your** family on a permanent basis,

Money – cash, currency, bank notes, negotiable documents or coins or stamps not forming part of a coin or stamp collection,

Period of insurance - the length of time for which this insurance is in force, as shown in the **schedule of cover**,

Permanent let – where the **premises** are let to any working or retired tenant on a long term basis and used as their permanent home,

Premises – the risk address as named in the **schedule of cover**,

Property – the private residential **premises** built of brick, stone or concrete and roofed with slates, tiles, metal, asbestos or concrete (being **standard construction**), as shown in the **schedule of cover**, unless shown differently in the **schedule of cover**,

Schedule of cover – the printed document containing details of **you**, the **premises**, the sums insured, the **period of insurance**, the excess, the **insurer** and any special terms which may apply,

Solar panels – photovoltaic modules, panels or systems professionally installed at the **property** for the purpose of generating an electrical supply,

Unoccupied – not having been lived in overnight, unless **you** have disclosed to **us** that the **premises** is **your main residence** and it is stated as such in the **schedule of cover**, in which case **unoccupied** is when the **premises** have not been lived in for thirty consecutive nights,

We/us/our – the **insurer**,

You/your – the person(s) named in the **schedule of cover**, and all members of their family who permanently live with them,

Insure My Villa – the company who have been authorised by the insurer, under a delegated authority, to transact insurance business on their behalf. **Insure My Villa** is a trading name of Insure My Villa Ltd which is an appointed representative of Vasek Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309354.

GENERAL CONDITIONS, EXCLUSIONS AND CLAUSES WHICH APPLY TO THE WHOLE OF THIS POLICY

General Conditions

- A) i. **you** must ensure that all protections provided for the security of the **premises**, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the **period of insurance**, and are in full and effective operation and in use when there is no-one at the **premises**,
- ii. where there is a statutory or regulatory requirement for the **premises** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,
- if **you** fail to comply with any part of this condition **your** claim will be void and not paid.
- B) **you** must ensure that the **premises** are adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,
- C) if the **premises** are a **holiday home let you** must comply with all regulations/statutory conditions regarding the letting of the **premises** in the country where the **premises** are situated. Including but not limited to:-
- i. the number of persons legally allowed to reside at the **premises**,
- ii. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended) or local equivalent where the **premises** are situated outside the United Kingdom,
- iii. having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **premises**,
- if **you** fail to comply with this condition **your** claim will be void and not paid,
- D) if the **premises** are a **holiday home let you** must ensure that all gas appliances fitted at the **premises** are serviced by an individual who is registered with the Gas Safe Register (formerly CORGI), where the **premises** are situated in the United Kingdom or an overseas equivalent where the **premises** are not situated in the United Kingdom, within 15 days of the inception of this insurance or not more than one calendar year from the date they were last serviced, whichever is the sooner. Thereafter **you** must have them serviced at least once every twelve months. **You** must keep in **your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to the inception of this insurance) for a period of 24 months. **You** will have to produce them for **our** inspection if **we** ask for them,
- E) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **premises** in a good state of repair, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- F) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date **you** became aware of the incident, if the incident is as a direct result of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the date **you** became aware of the incident and then obtain a crime reference number, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- G) **you** must forward to us, by registered post and within 3 working days, any writ, summons or other legal document served on **you** in connection with a claim or possible claim, **you** must not answer any correspondence, admit, deny or negotiate any claim without **our** prior written consent, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- H) **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim,

- I) **you** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them,
- J) **you** must take all reasonable care to limit any loss, damage or injury,
- K) it is a condition precedent to **our** liability that **you** must sign and date the Statement of Fact which confirms **your** acceptance of the details contained within it,
- L) if **you** or **your** representative makes a claim under this insurance knowing the claim to be false, fraudulent or intentionally exaggerated in any respect, or makes 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 makes a claim in respect of any loss or damage caused by **your** willful act or connivance then **your** claim will be void and not paid, any other claim which has been or will be made under this insurance will also be void and not paid. **We** may at **our** option declare **your** insurance void, **we** shall be entitled to recover from **you** the amount of any claim already paid under this insurance since the last renewal date, **we** shall not return any premium, **we** may inform the Police of the circumstances,
- M) if any premium that is due has not been paid at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- N) **we** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense,
- O) **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,
- P) this policy is subject to English law and any disputes in connection with this policy will be subject to English Courts, if there is any dispute as to which law applies, it will always be English law,
- Q) **we** may cancel this policy by giving **you** seven days notice to **your** last known postal address or to **your** insurance broker **we** will return a proportion of **your** premium on a pro rata basis, **you** may cancel this policy by giving **us** seven days notice or seven days notice via **your** insurance broker, **we** will return a proportion of **your** premium, as long as no claim has been made or reported during the **period of insurance**, on a pro rata basis less a £20 administration charge. No return of premium will be given if under £20.

EXCLUSIONS

We will not cover:

- A)
 - 1) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
 - 2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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 **premises** by or under the order of any government or public or local authority,
- C) loss or damage resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets,
- D) any damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**,
- E) if the **premises** are situated in the United Kingdom loss or damage to any flat roof, except over garages or porches, which is over 10 years old, if the flat roof is under 10 years old, the following excesses will apply to all claims relating to the flat roof; up to 5 years old, £250; 5 – 10 years old £500,
- F) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,
- G) any loss or damage occurring before cover commenced,
- H) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**,
- I) the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform natural colour or design, when damage occurs within a clearly identifiable area or to a specific part,
- J) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,
- K) any loss or damage notified to **us** after 90 days from the date **you** became aware of any incident that may give rise to a claim,
- L) any claim that is lower than the excess, as stated in the **schedule of cover**,
- M) any loss, damage or liability arising out of the activities of contractors, for the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman,
- N) any loss or damage that could be paid for by monies recoverable by **you** from any guests deposit or advance rental payment.

O) **Electronic data exclusion clause**

We will not cover

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Or 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 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.

P) **Biological and chemical contamination exclusion clause**

We will not cover

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Or any legal liability of whatsoever nature,
3. Death or injury to any person,

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

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

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

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Q) **The Contracts (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 the Act.

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance please contact the **Insure My Villa** claims department as soon as possible. This can be by telephone, fax, email or online at www.insuremyvilla.com

Insure My Villa Claims Department
30-34 Hounds Gate
Nottingham
NG1 7AB

Tel: +44 (0)115 950 5052

Fax: +44 (0)115 950 5053

www.insuremyvilla.com

At the time of making a claim, **you** will be asked:-

- The name of the insurance broker who sold **you** this insurance;
- The policy number stated on **your schedule of cover**;
- Full details of the claim.
- For the statement of fact that **you** signed and retained at the inception of the policy

A claim form will be issued to **you** which must be returned fully completed along with at least two separate independent estimates or quotations for any damage or items **you** are claiming, this will be at **your** expense.

We may need to arrange an inspection of **your premises** by an independent loss adjuster, this will be at **our** expense.

In the event of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the date **you** became aware of the incident and then obtain a crime reference number, otherwise **your** claim may be void.

You must notify **Insure My Villa**, by way of a claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date **you** became aware of the incident or **your** claim will be void.

BUILDINGS SECTION

Buildings are:

- the main structure of the **property** and its permanently fitted fixtures and fittings,
- its domestic outbuildings and private garage(s),
- terraces, patios, paths and drives,
- walls, gates, fences, hedges, lamp-posts and railings,
- permanently fitted swimming pools, hot tubs and tennis courts,
- permanently fitted central heating/fuel tanks, septic tanks and cesspits,
- permanently fitted **solar panels**,
- permanently fitted flooring, but not carpets.

All within the **premises** named in the **schedule of cover**

Buildings are not:

- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **premises**,
- carpets.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the **buildings** of the **premises**.

We do not cover insured event 11 for premises situated outside the United Kingdom.

INSURED EVENTS

- 1a. **Fire, lightning or explosion and smoke damage caused by these perils**
- 1b. **Earthquake**
2. **Storm, flood, avalanche or weight of snow**, but not to domestic fixed fuel tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios, terraces, gates, hedges, fences, railings or for loss or damage caused by subsidence, landslip or ground heave other than as covered under insured event 11 of this section
3. **Escape of water from any fixed appliance, pipe or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear, any gradually operating cause or to domestic fixed fuel tanks in the open, swimming pools, hot tubs or to domestic outbuildings and garages
4. **Escape of oil from any fixed appliance, pipe, or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear or any gradually operating cause
5. **Theft or attempted theft**, but not if the **premises** are lent, let or sublet unless the loss or damage is caused by forcible and violent entry to or exit from the **premises**
6. **Riot**
7. **Malicious damage or terrorism**, but not if caused by **you** or any person(s) lawfully at the **premises**
8. **Collision with the property by aircraft, animals or vehicles**, but not if such aircraft, animals or vehicles are owned by or operated by **you**, the tenant/s or guests
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**

10. **Breakage or collapse of satellite television receiving equipment or television and radio aeri**als
11. **Subsidence, landslip or ground heave of the site on which the premises stands**, but not:
 - a) to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, tennis courts, permanently fitted central heating/ fuel tanks, septic tanks or cesspits unless the main structure of the **premises** are affected at the same time and by the same event or cause,
 - b) damage caused by coastal or river erosion,
 - c) whilst the **premises** are undergoing any structural repairs, alterations or extensions,
 - d) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship,
 - e) damage to solid floor slabs unless the foundations of the external walls of the **premises** are damaged at the same time and by the same cause,
 - f) if the **premises** have previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,
 - g) the first £1,000 of each claim.

ADDITIONAL COVER

12. **Accidental damage** – **we** will also provide cover for accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen units, forming part of the **buildings**.
13. **Underground services** – **we** will also provide cover for damage caused by external and visible means from a single identifiable event to any underground water or gas main, sewer or drain pipe, underground electricity or telephone cable, all of which extend from the home to the public supply and for which **you** are legally liable, but not for damage to any land drainage pipe or the cost of clearing any blocked drain, drainage or sewer pipe, but limited to £500 in all during the **period of insurance** for properties situated outside the United Kingdom.
14. **Additional expenses** – **we** will also provide cover to pay the necessary and reasonable expenses that **you** incur following loss or damage to the **premises** by an insured event in respect of removal of debris, demolition, shoring or propping up, architects, surveyors, structural engineers or legal fees and the fees for complying with any government or local authority requirement, but not any fee for preparing a claim or estimate.
15. **Loss of rent / alternative accommodation** – **we** will also provide cover if the **premises** become uninhabitable following loss or damage caused by any insured event for either the amount of rent due to be paid to you which is lost or the cost of similar alternative accommodation, **we** will provide cover in the following way:-
 - i. if **your premises** are situated in the United Kingdom, up to 100% of the building sum insured for a period of up to twelve months,
 - ii. if **your premises** are located outside of the United Kingdom, up to 20% of the building sum insured for a period of up to twelve months,
 but only in respect of the period reasonably necessary to repair the **premises**. Where the **premises** is a **holiday home let** **we** will pay loss of rent for bookings already made at the time of the loss and where the **premises** is **your main residence** or **holiday home** **we** will pay for alternative accommodation.

16. **Trace and access** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in locating the source of any leak which may occur from any fixed water tanks, apparatus or pipes and the necessary and reasonable costs **you** may incur in re-instating the **property** back to its original condition – all during the **period of insurance** up to 10% of the building sum insured.
17. **Electrical power surge** – **we** will also provide cover for loss or damage caused by:-
- i. electricity to the fixtures and fittings of the **buildings** following an electrical power surge,
 - ii. short-circuiting to electrical parts of any fixed apparatus and/or their accessories forming part of the **buildings** following an electrical power surge,
 - iii. abnormal electrical currents or spontaneous combustion of the **buildings** or any fixed apparatus and/or their accessories forming part of the **buildings** following an electrical power surge,
- but not if caused by wear and tear, faulty maintenance of the electrical apparatus or where any apparatus has been used contrary to the manufacturer's instructions.
- All during the **period of insurance** up to £1,500 for any one occurrence and £4,500 in all during any one **period of insurance**.
18. **Index linking** – **we** will increase **your** sum insured each year in line with an applicable House Rebuilding Cost Index for the country where the **premises** are situated.

ACCIDENTAL DAMAGE TO BUILDINGS

The following section **ONLY APPLIES** if shown as applying in the **schedule of cover**.

This insurance has been extended to include **accidental damage** cover to the **buildings** section of this policy.

We will not pay:-

- a) for damage that **we** specifically exclude elsewhere under the **buildings** section of the policy,
- b) for damage caused by settling, shrinking, collapsing, cracking, subsidence, heave or landslip,
- c) for damage while the **premises** are being altered, repaired or extended,
- d) for damage to outbuildings or garages that are not built of brick, stone or concrete or roofed with slates, tiles, metal, asbestos or concrete,
- e) for the cost of general maintenance,
- f) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost,
- g) for damage arising from faulty design, specification, workmanship or materials,
- h) for damage caused by mechanical or electrical faults or breakdown,
- i) for damage caused by dryness, dampness, extremes of temperature or exposure to light,
- j) for damage to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks,
- k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination,
- l) while the **premises** are lent, let or sublet,
- m) the excess as stated in the **schedule of cover**,

SETTLING CLAIMS

We will decide whether to repair, replace or reinstate the lost or damaged building, but not so that it is better or more extensive than immediately prior to the incident giving rise to the claim. Where **we** have agreed that the building will not be repaired, replaced or reinstated following loss or damage, **we** will make a deduction for wear and tear.

UNDER INSURANCE

If **you** are under insured, which means the sum insured is not adequate enough to rebuild the **premises** at the time of the loss or damage, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of rebuilding the **premises**, **we** will only pay one half of the cost of **your** claim.

EXCESS

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule of cover**.

AUTOMATIC REINSTATEMENT

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us**.

CONTENTS SECTION

Contents are:

- household goods and all other personal belongings within the **premises**, which **you** own or which **you** are legally liable for, up to 10% of the sum insured for **contents** for any one item unless insured separately and shown in the **schedule of cover**,
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **premises**,
- items in outbuildings, garages or sheds, all used for domestic purposes, which are situated within the boundaries of the **premises**, up to £250 in all during the **period of insurance**,
- items in the open, which are situated within the boundaries of the **premises**, up to £250 in all during the **period of insurance** for **premises** situated within the United Kingdom and £1,500 for **premises** situated outside of the United Kingdom,
- **money**, if the **premises** are **your main residence**, up to £250 in all during the **period of insurance**, unless shown separately in the **schedule of cover**,
- stamps or coins forming part of a collection, if the **premises** are **your main residence**, up to £500 in all during the **period of insurance**,
- deeds, registered bonds and other personal documents, if the **premises** are **your main residence**, up to £500 in all during the **period of insurance**,
- metered water or domestic oil in a fixed oil tank, up to £500 in all during the **period of insurance**,
- pedal cycles while contained within locked **buildings** at the **premises**, if the **premises** are **your main residence**, up to £500 in all during the **period of insurance**, unless shown separately in the **schedule of cover**,
- gold, silver, gold and silver plated articles, pictures, jade, jewellery and furs but limited to:-
 - i. £5,000 or 25% of the **contents** sums insured, whichever is the less, and limited to £2,500 for any one item, if the **premises** are a **holiday home** or **holiday home let** or
 - ii. 25% of the **contents** sum insured and limited to 10% of the **contents** sum insured for any one item, if the **premises** are **your main residence**,unless shown differently in the **schedule of cover**,
- carpets but not permanently fitted flooring.

Contents are not:

- motor vehicles, caravans, aircraft, trailers, watercraft or their accessories,
- any living creature,
- any part of the structure, decorations or permanent fixtures and fittings at the **premises**,
- any item(s) insured under any other insurance.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the **contents** of the **premises**.
We do not cover insured event 11 for premises situated outside the United Kingdom.

INSURED EVENTS

- 1a. **Fire, lightning or explosion and smoke damage caused by these perils**
- 1b. **Earthquake**
2. **Storm, flood, avalanche or weight of snow**, but not to **contents** in the open
3. **Escape of water from any fixed appliance, pipe or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear, any gradually operating cause or to domestic fixed fuel tanks in the open, swimming pools, hot tubs or to **contents** within domestic outbuildings or garages
4. **Escape of oil from any fixed appliance, pipe or tank**, but not if any loss or damage is caused by faulty workmanship, wear and tear or any gradually operating cause

5. **Theft or attempted theft**, but not if the **premises** are lent, let or sublet unless the loss or damage is caused by forcible and violent entry to or exit from the **premises**
6. **Riot**
7. **Malicious damage or terrorism**, but not if caused by **you** or any person(s) lawfully at the **premises**
8. **Collision with the property by aircraft, animals or vehicles**, but not if such aircraft, animals or vehicles are owned by or operated by **you**, the tenant/s or guests
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**
11. **Subsidence, landslip or ground heave of the site on which the property stands**, but not:
 - a) damage caused by coastal or river erosion,
 - b) whilst the **premises** are undergoing any structural repairs, alterations or extensions,
 - c) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship,
 - d) if the **premises** have previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,

ADDITIONAL COVERS

12. **Accidental damage** – **we** will also provide cover for **accidental damage** to televisions, satellite decoders, audio and video equipment, radios, dvd and video cassette recorders used for domestic purposes all within the **premises** but not for damage to tapes, records, cassettes, discs or any software, or for mechanical or electrical faults or breakdown.
13. **Loss of rent / alternative accommodation** – **we** will also provide cover if the **premises** become uninhabitable following loss or damage caused by any insured event for either the amount of rent due to be paid to **you** which is lost or the cost of similar alternative accommodation, **we** will provide cover in the following way:-
 - i. if **your premises** are situated in the United Kingdom, up to 20% of the **contents** sum insured for a period of up to twelve months,
 - ii. if **your premises** are located outside of the United Kingdom, up to 20% of the **contents** sum insured for a period of up to twelve months,
 but only in respect of the period reasonably necessary to repair the **premises**. **We** will pay loss of rent where the **premises** is a **holiday home let** and alternative accommodation where the **premises** is **your main residence** or **holiday home**.
14. **Mirrors and glass in furniture** – **we** will also provide cover for accidental breakage of mirrors, glass in furniture or ceramic hobs in unfixed kitchen appliances.
15. **Electrical power surge** – **we** will also provide cover for loss or damage caused by:-
 - i. short circuiting to appliances or electrical parts of any appliance and/or their accessories following an electrical power surge,
 - ii. abnormal electrical currents or spontaneous combustion to appliances and/or their accessories following an electrical power surge,
 but not to records, tapes, films, cassettes, discs, cartridges, styli or computer software or if caused by wear and tear, faulty maintenance of the electrical apparatus or where any apparatus has been used contrary to the manufacturer's instructions.

All during the **period of insurance** up to £1,500 for any one occurrence and £4,500 in all during any one **period of insurance**.

ACCIDENTAL DAMAGE TO CONTENTS

The following section **ONLY APPLIES** if shown as applying in the **schedule of cover**.

This insurance has been extended to include **accidental damage** cover to the **contents** section of this Policy.

We will not pay :-

- a) for damage that **we** specifically exclude elsewhere under the **contents** section of the policy,
- b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon,
- c) any amount in over £1,500 in total for porcelain, china, glass and other brittle articles,
- d) for **money**, credit cards, documents or stamps,
- e) for damage to contact, corneal or micro corneal lenses,
- f) for damage while the **premises** is lent, let or sublet,
- g) for damage caused by wear and tear, infestation, insects, vermin, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause,
- h) for damage arising from faulty design, specification, workmanship or materials,
- i) for damage caused by mechanical or electrical faults or breakdown,
- j) damage caused by dryness, dampness, extremes of temperature or exposure to light,
- k) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination,
- l) the excess as stated in the **schedule of cover**,

SETTLING CLAIMS

We will decide whether to repair or replace any item that is lost or damaged, if it cannot be repaired or replaced **we** will pay the cost of an equivalent replacement. For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, but only if the new item is as close as possible to but not an improvement on the original item and **we** have authorised the replacement.

UNDER INSURANCE

If **you** are under insured, which means the cost of replacing or repairing the **contents**, as new, 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**, as new, **we** will only pay one half of the cost of replacement or repair.

EXCESS

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule of cover**.

AUTOMATIC REINSTATEMENT

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us**.

LEGAL LIABILITY TO THE PUBLIC

This section is automatically operative, as defined below, if shown as included in the **schedule of cover**. This section will extend to include **your** legal liability arising out of the letting of the **premises** only if **you** have disclosed to **us**, and **we** have accepted, that the **premises** are a **holiday home let**.

This section is operative in the following way:-

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered.
- If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered.
- If **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered.

AMOUNT PAYABLE

Our limit for all damages in respect of any one event or series of events consequent upon or attributable to one source or original cause is the amount as shown in the **schedule of cover** in all, in respect of **your** liability and **we** will also pay all costs and expenses incurred by **you** with **our** written consent in defending any claim.

What is covered

We will indemnify **you**

- i) as owner for amounts **you** become legally liable to pay as damages for
 - a) accidental **bodily injury** to any person
 - b) accidental loss or damage to material propertycaused by an accident happening at the **premises** during the **period of insurance**

- ii) as a private individual for amounts **you** become legally liable to pay as damages for
 - a) accidental **bodily injury** to any person
 - b) accidental loss or damage to material propertycaused by an accident happening anywhere in the world during the **period of insurance**

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

- 1) for **bodily injury** to **you**, any member of **your** family or any person who at the time of sustaining such injury is engaged in **your** service or employed by **you**,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) arising out of any criminal or violent act to another person or property,
- 4) for damage to property owned by or in the charge or control of **you**, any member of **your** family or any person engaged in **your** service or employed by **you**,
- 5) arising directly or indirectly out of any profession, occupation, business or employment, other than **your** direct liability arising out of the **premises** being used as a **holiday home let** but only if **you** have disclosed to **us**, and **we** have accepted, that the **premises** are a **holiday home let**, as shown in the **schedule of cover**,
- 6) which **you** have assumed under contract and which would not otherwise have attached,
- 7) arising out of **your** ownership, possession or use of:
 - any motorised or horse drawn vehicle, other than domestic gardening equipment used at the **premises**,
 - any power-operated lift,
 - any aircraft or watercraft other than manually operated rowing boats, punts or canoes,
 - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991,

- 8) 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 at the **premises** during the **period of insurance** and is reported to **us**, in writing, no 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,
- 9) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**,
- 10) if **you** are entitled to indemnity under any other insurance, (until such insurance(s) is/are exhausted).

For Premises situated within France

French liability clause

this legal liability to the public section includes within the limit of liability stated:

- a) the liability which **you** may incur as a tenant, following damage caused by fire or explosion, under articles 1382 to 1384 and 1732 to 1735 of the civil code.
- b) the liability which **you** may incur under articles 1382, 1383 and 1384 of the civil code following damage to neighbours and third parties property as a result of fire or explosion originating from the **premises** insured or containing the insured **premises**.

ACCIDENTS TO DOMESTIC STAFF (premises situated within the United Kingdom only)

This section of the policy only applies if the **contents** are insured and the **premises** are situated in the United Kingdom.

We will cover **you** for any amounts **you** become legally liable to pay for accidental **bodily injury** to **your** domestic staff employed in connection with the **premises**, but only for accidents occurring at the **premises**, during the **period of insurance**, plus the costs and expenses which **we** have agreed to pay.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £10,000,000, unless shown differently in the **schedule of cover**, plus the costs and expenses which **we** have agreed to pay.

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

- 1) for **bodily injury** arising directly or indirectly from any vehicle,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) for **bodily injury** arising directly or indirectly in connection with **your** profession, occupation, business or employment,
- 4) 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**,

The following sections of the policy **ONLY APPLY** if they are shown as applying in the **schedule of cover**.

FREEZER CONTENTS

We will provide cover up to the sum insured, as shown in the **schedule of cover**, for loss or damage to the **contents** of freezers and refrigerators at the **premises** caused by:-

- a. accidental failure of the freezer and/or refrigerator,
- b. refrigerator fumes escaping from the equipment,
- c. accidental failure of the electricity or gas supply.

We will not cover any loss or damage:

- i. caused by the deliberate restriction or withholding of electricity or gas by the supply authority,
- ii. caused by industrial dispute, strike or lock-out,
- iii. to the freezer or refrigerator itself,
- iv. where **you** have used the freezer or refrigerator contrary to the manufacturer's instructions.

ADDITIONAL MONEY AND CREDIT CARDS

We will provide cover up to the sum insured, as shown in the **schedule of cover**, for:-

- a. theft or accidental loss of **money** anywhere in the world,
- b. the amount **you** become legally liable to pay as a direct result of unauthorised use of **your** credit/debit cards following its accidental loss or theft anywhere in the world,

Providing that for both a. and b. **you** have reported any such loss or theft to the police, and in case of credit/debit cards the card issuing company, within 24 hours of discovering the loss or theft and **you** have complied with all the conditions under which **your** credit/debit cards were issued to **you**.

We will not provide cover:

- i. for making up any shortages due to error or omission,
- ii. loss of value,

PEDAL CYCLES

We will provide cover anywhere in Europe up to the sum insured, as shown in the **schedule of cover**, for:-

- a. theft or attempted theft of **your** pedal cycle(s),
- b. **accidental damage** to **your** pedal cycle(s),

We will not provide cover:

- i. for loss or damage to tyres, lamps or accessories unless the pedal cycle is lost or damaged at the same time,
- ii. for loss or damage due to wear and tear or any gradually operating cause,
- iii. for damage from mechanical or electrical faults or breakdown,
- iv. for loss or damage while the pedal cycle is being used for racing, pace making or where it is being used for anything other than private purposes,
- v. for loss or damage while the pedal cycle is being hired or lent to anyone other than **your** family,
- vi. for theft or attempted theft unless the pedal cycle is locked to an immovable object or kept in a locked building at the time of such theft,
- vii. any loss or theft not reported to the police within 24 hours of you discovering any such loss or theft,
- viii. any amount over £500 for each individual pedal cycle,

EMERGENCY TRAVEL EXPENSES

We will provide cover following loss or damage to **your premises** by any insured event where the loss of damage is in excess of £2,500 for:-

- a. the cost of one return air or rail fare to the **premises** for **you**, up to £300,
- b. 50% of the cost of one return air or rail fare to the **premises** for a member of **your** family, up to £150,

provided that:-

- i. the loss or damage is notified to **us** within 21 days of the date **you** became aware of the incident giving rise to the claim,
- ii. all travel documents and receipts are retained by **you** and will form the basis of the claim settlement.

The most **we** will pay during any one **period of insurance** is £450 in all.

LOSS OF ELECTRICAL SUPPLY SOLD BACK TO THE GRID

This section of the policy ONLY APPLIES if shown as applying in the **schedule of cover**.

We will provide cover, following loss or damage by any of the insured events to the permanently fitted solar panels at the **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 maximum amount payable in respect of any one incident is the sum insured as shown in the **schedule of cover** for a period of up to twelve months, but only in respect of the period reasonably necessary to repair or replace the solar panels.

We will not pay for any loss or damage:-

- a) that **we** specifically exclude elsewhere in this policy,
- b) while the **premises** are being altered, repaired or extended,
- c) while the solar panels are being installed, moved or serviced,
- d) caused from wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration,
- e) arising from faulty design, specification, workmanship or materials,
- f) caused by mechanical or electrical faults or breakdown,
- g) while the **premises** are lent, let or sublet,
- h) caused by **accidental damage**,

HOW WE SETTLE CLAIMS

We will settle **your** claim based on the average amount of revenue **you** received from the grid in the preceding twelve month period immediately prior to the incident giving rise to **your** claim.

Where **you** have not commenced selling electricity back to the grid or where this has not been for a period of twelve months **we** will settle **your** claim on the average amount of revenue that **you** would have reasonably expected to have received from the grid for the period necessary to repair or replace the solar panels.

VALUABLES AND PERSONAL POSSESSIONS

This section of the policy only applies if valuables and personal possessions are insured, as shown in the **schedule of cover**.

We will cover **you** against loss or damage within the territorial limits.

TERRITORIAL LIMITS

- a) in the **property** and the country in which the **premises** are situated as shown in the **schedule of cover**
- b) all other European Union countries
- c) the rest of the world for up to 30 days in any one **period of insurance**

This policy does not cover loss or damage:

- i. caused by moth, vermin, wear and tear or any gradually operating cause,
- ii. from electrical or mechanical faults or breakdown,
- iii. for any one item (including articles forming a pair or set) over £2,500 unless specified to, and accepted by, **us**, and shown in the **Schedule of Cover**,
- iv. or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon,
- v. to guns caused by rusting or bursting of barrels,
- vi. for breakage of any sports equipment whilst in use,
- vii. to contact, corneal or micro corneal lenses,
- viii. for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** supervision,
- ix. to mobile phones, computer equipment, video camera's or hearing aids unless specified to, and accepted by us, and shown in the **Schedule of Cover**,
- x. for any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised person,
- xi. for any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms,
- xii. for the breaking of strings, reeds or drumheads forming part of musical instruments,

AMOUNT PAYABLE

The sum insured under the valuables and personal possessions shown in the **Schedule of Cover** is declared by **you** to represent not less than the Full Value of the insured property on the same basis as that for which the insurance is being provided. It is imperative that **you** insure all valuables and personal possessions for their current cost as new, with the exception of clothing.

The maximum amount payable in respect of any one incident is:-

- a) for all claims under Unspecified Valuables and Personal Possessions the total sum insured as shown in the **Schedule of Cover** for any one claim, but limited to £2,500 for any one item (including articles forming a pair or set) unless specifically specified under Specified Valuables and Personal Possessions,
- b) for all claims under the Specified Valuables and Personal Possessions the total sum insured shown in the **Schedule of Cover** for the item(s) being claimed.

SETTLING CLAIMS

If the sum insured is adequate at the date of loss or damage, **we** will at **our** option pay the cost of such loss or damage or repair or replace the item in the same form or style as new with no deduction for wear, tear or depreciation except for clothing, where a deduction for wear, tear and depreciation will be made. If the sum insured is not adequate then **we** will only pay a proportion of the claim. For example if the sum insured only covers one half of the cost of replacing the item(s), as new, **we** will only pay one half of the cost of **your** claim.



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