

STEWART MILLER INSURANCE



Household Insurance Policy Booklet

**Please read this insurance document carefully
to make sure it meets your needs.**

Keep this insurance document in a safe place.

Arranged by
Stewart Miller Insurance

Authorised and regulated by the Financial Conduct Authority

The Contract of Insurance

Wherever the following words appear in bold in this contract of insurance they will have the meanings shown in the definitions on page.

This document, the schedule, any endorsement(s) attached and the statement of fact form **your** contract of insurance.

This document sets out the conditions of the contract of insurance between **you** and **us**. It should be kept in a safe place.

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

- **You** check that the sections you have requested are included;
- **You** comply with **your** duties under each section and under the insurance as a whole.

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** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your** broker whose contact details are as follows: Stewart Miller Insurance, 768 Hagley Road West, Oldbury, West Midlands B68 0PJ. Tel: 0121 422 2282.

This insurance is arranged by Axiom Underwriting Agency Limited and underwritten jointly by Sirius International Insurance Corporation and Arch Insurance Company (Europe) Limited.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all 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 insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance 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 which **we** would not otherwise have 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 adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or 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 the right to cancel condition below.

We or **your** Insurance Broker will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

Right to cancel

You may cancel the insurance, without giving reason, by contacting **your** broker 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents whereby **we** will cancel without charge unless a claim has occurred. Refer to General Condition 7 on page 39 as to what to do after the withdrawal period.

You can also cancel this contract of insurance at any time by contacting **your** broker. Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim.

We can cancel this contract of insurance by giving **you** 30 days notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force. Refer to General Condition 7 on page 39 for further details.

Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that the **Insurer** is unable to meet its obligations to **you** under this contract of insurance. If **you** are entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk

Data Protection Act 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Signed for and on Behalf of the **Insurers**



by Peter James
Managing Director
Stewart Miller Insurance

Several Liability Clause (LSW1001)

The subscribing Underwriters' obligation under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. The booklet, the **Schedule**, any **Endorsements** attached and the statement of fact form **your** contract of insurance.

Peter James Insurance and Stewart Miller Insurance are authorised and regulated by The Financial Conduct Authority.

Financial Services Compensation Scheme FSCS

Stewart Miller McCulloch & Co Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS website (www.fscs.org.uk).

Making a Claim

These guidelines are for **your** assistance only and do not form part of the Policy's terms and conditions, which will prevail in the event of any doubt or uncertainty.

We have a commitment to providing a first-class responsive service.

Where possible, **we** will deal with **your** claim by telephone without **you** needing to send a completed form, but for optimum response from **our** trained staff please have available the information set out below.

What to do if You Wish to Make a Claim

1. Report to the police any **loss** or theft of **your** property, or malicious damage of any kind.
2. Have **your** current Policy and Schedule of Insurance to hand.
3. Call **our 24 hour** Claims line below and **we** will be pleased to help **you**.

0344 856 2121

To enable **us** to give **you** a speedy response, **we** will need to know

- name and address of insured, and a contact telephone number
- Policy number, and period of insurance on the Schedule
- full details of the incident - what, where and why - and date and time of loss/damage and if possible an estimate of repair or replacement cost
- if the incident involves any person other than **you**, their full details and insurance particulars if known
- if Police advised, which Station contacted and the Crime Reference Number
- if **your** possession have been **lost** or stolen, full details including date of purchase, original cost price, and amount claimed.

Please do not delay contacting us even if all the above information is not immediately available.

Telephone Calls

Telephone calls may be monitored or recorded for **Your** protection.

This is **Your** Household Insurance Policy Document. Read this booklet and the **Schedule** carefully and keep them in a safe place.

If **you** have any questions about any of **your** insurance cover, contact **your** broker. **You** may cancel the insurance, without giving reason, by contacting **your** broker within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents whereby **we** will cancel without charge unless a claim has occurred. Refer to General Condition 7 on page 39 as to what to do after the withdrawal period.

Our promise to you

We aim to provide a first-class service.

How we handle your complaint

Complaints Process

We aim to provide a first class service. However **we** accept that things can go wrong, and would rather be told about any difficulties than have a dissatisfied client.

If you have any questions concerning the administration of this policy, or you wish to complain about the sale of your policy please contact to:-

Stewart Miller Insurance, 772 Hagley Road West, Oldbury, West Midlands B68 0PJ

Telephone: 0121 506 6040

Email: info@peterjamesinsurance.co.uk

If you wish to make a complaint about your policy or any claim, please write to:-

The Complaints Department, Sirius International Insurance Corporation, Floor 4, 20 Fenchurch Street, London, EC3M 3BY.

Tel: 0203 772 3114

E-mail: SiriusLondon.Complaints@Siriusgroup.com

Please note that if your complaint relates to the liability sections of this policy, it will be passed to Arch Insurance (Europe) Ltd. They will handle your complaint as they are the sole insurer of the liability sections.

In the event **you** remain dissatisfied **you** can contact:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR (Tel: 0800 023 4567)

Any decision made by the Financial Ombudsman Service is only binding on the insurer, and **you** remain free to take action in the Courts should **you** choose to.

The arrangements for the handling of complaints are entirely without prejudice to **your** legal rights, and **you** are free at any time to seek legal advice and take legal action.

Choosing the Right Levels of Cover

Adequate insurance for your circumstances

How much to insure for:

It is **your** responsibility to make sure that the amount **you** insure under **your** policy represents the full value of the property concerned. **You** will find these amounts ("sum insured") for which **you** are insured in **your schedule**.

For **buildings**, this means the full cost of rebuilding **your home** including fixtures and fittings, any outbuildings and external structures like walls and fences, plus an amount for any extra charges that would be involved in rebuilding such as demolition costs, architects' and surveyors' fees and meeting the requirements of local authorities. Please note that the cost of rebuilding **your home** may be different from the market value of **your home**.

For **contents** this means the full cost of replacing all **your** belongings within the **home** at current prices (apart from clothing and household linen, where a deduction may be made for wear and tear and loss in value). Any **valuables** worth over £1500 must be specified on the **schedule**.

For **personal effects** this means the full cost of replacing as new items that **you** could easily carry about on **your** person or be conveyed by hand, including **jewellery**, watches, mobile phones, laptop computers and handheld computer devices, handbags, clothing and other **personal effects**. Computer devices including laptops and other portable devices worth over £1500, which are temporarily removed from the **home** must be specified on the **schedule**.

It is important that **you** insure for the full amount as these 'sums insured' represent the maximum that will be paid in the event of a claim. If **you** have any doubt about the adequacy of the amount **you** are insured for under this policy **you** should take immediate steps to re-evaluate and contact **us** with instructions to amend **your** 'sums insured'.

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Buildings

Your home, greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.

Your home (unless shown differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

Business equipment

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in **your home** (other than equipment belonging to **your** employer).

Contents

Household goods, **personal belongings**, clothing and other items in **your home**, belonging to **you** or for which **you** are legally responsible, including:

- **money** (up to £500 in total);
- stamp, coin or other collections (up to £1,000 in total);
- guests' clothing and **personal belongings** (up to £500 in total);
- **valuables**, pictures, works of art and curios:
 - up to 35% of the sum insured for **contents** in total for these items;
 - up to £7,500 for any one Plasma, Liquid Crystal Display or Digital Light Projection, Front-Projection or CRT Front-Projection television, free-standing hot tub, free-standing jacuzzi or free-standing spa;
- **business equipment** (up to £7,500 in total).

Contents does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically-, mechanically-, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft, or any parts or accessories for these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **business equipment**; or
- any part of **your buildings** except improvements and decoration in **your home** for which **you** are legally responsible under a tenancy agreement.

Credit cards

Credit, cheque, debit and charge cards which belong to **you** and for which **you** are legally responsible.

Family

You, your domestic partner, children (including adopted), foster children (where agreed by underwriters), parents and other relatives who permanently live in **your home**.

Home

The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

Money

Personal **money** kept by **you** for private purposes.

Money is:

- current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques;
- postal or money orders, and current postage stamps;
- Premium Bonds, National Savings stamps and certificates;
- gift vouchers or tokens;
- travel tickets, phonecards; and
- luncheon vouchers.

Occupant

You or a member of **your** family or a person authorised by **you** living in **your home**.

Period of insurance

The length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept **your** premium.

Personal belongings

Articles which **you** are wearing, using or carrying.

Personal belongings do not include:

- tools or instruments used or held for business, profession or trade purposes;
- **valuables**;
- **money** and **credit cards**;
- pedal cycles;
- motor vehicles, electrically-, mechanically-, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items; and
- any property which is more specifically insured by this or other insurance.

Self-contained

Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits, which only **you** live in.

Unfurnished

Where **your home** is not furnished enough to be lived in.

United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland and the Isle of Man.

Unoccupied

Where **your home** has been left without an **occupant** for more than 45 days in a row.

Valuables

Articles of gold, silver, other precious metals, jewellery, gemstones, pearls, furs, watches, portable televisions, audio-, video and computer equipment, telescopes, binoculars, photographic equipment, sports and/or camping equipment, musical instruments and guns belonging to **you** or for which **you** are legally responsible.

We, us, our

Axiom Underwriting Agency Limited on behalf of the following insurers; Sirius International Insurance Corporation and Arch Insurance Company (Europe) Limited.

You, your

The person or people named on the schedule and **your family**.

Section one:

Buildings

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your buildings** during the **period of insurance** caused by the following.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.

- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp posts.

What is not covered

The first £75 of every claim except for insured event 14.

- Loss or damage caused to:
 - paths or drives by the weight of any vehicle; or
 - roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
- Loss or damage caused by pets.

- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.

- Loss or damage:
 - caused by cutting down or trimming trees or branches.; or
 - to hedges, fences and gates.

Section one:

Buildings (continued)

The schedule will show if this cover applies.

What is covered

Insured events

- 10 Theft or attempted theft.

- 11 Malicious acts or vandalism.

- 12 Flood.

- 13 Water or oil leaking or spilling from any domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa aquarium, washing machine or dishwasher.

What is not covered

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while **your home** is **unfurnished** or **unoccupied**,
 - while **your** home is lent, let or sublet or is not **self-contained**, unless there has been forced and violent entry into or exit out of **your home**.
- Loss or damage:
 - caused by **you** or **your** guests or tenants; or
 - while your home is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip;
 - rising ground-water levels.
- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates;
 - radio or television aerials, fixed satellite dishes, their fittings or masts.
- Loss or damage caused by:
 - subsidence, heave or landslip;
 - faulty workmanship; or
 - chemicals or a chemical reaction;
- Loss or damage to:
 - fixed domestic oil tanks, swimming pools, hot tubs, jacuzzis and spas;
 - the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'
- Loss or damage while **your home** is **unfurnished** or **unoccupied**.

Section one:

Buildings (continued)

The schedule will show if this cover applies.

What is covered

Insured events

14 Subsidence or heave of the site on which **your buildings** stand, or landslip.

15 Storm.

What is not covered

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause.
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause.
 - **your buildings** if the loss or damage is covered by law.
- The first £1,000 of every claim.
- Loss or Damage caused by:
 - frost;
 - subsidence, heave or landslip; or
 - rising ground-water levels.
- Loss or Damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra benefits included with buildings

We will also cover the following.

What is covered

- 1 **Accidental damage and breakage**
 - Accidental breakage of fixed glass forming part of **your buildings** (including the cost of necessary boarding up before replacing broken glass).
 - Accidental breakage of fixed sanitary fittings.
 - Accidental breakage of ceramic glass in cooker hobs of built-in units.
 - Accidental breakage of fixed solar panels forming part of **your buildings**.
 - **Accidental damage** to underground cables, pipes or tanks serving **your home** for which **you** are legally responsible.
- 2 **Loss of rent or costs for alternative accommodation**
 - a While **your home** cannot be lived in as a result of loss or damage covered by an event insured under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to. Either:
 - rent **you** would have received from an existing tenant if **your home** could have been lived in; or
 - the cost of similar accommodation for **you, your family** and **your** pets including the cost of temporary storage for **your** furniture.
 - b If, as a direct result of damage caused to a neighbouring property, **you** are refused access to **your home**, which **you** are living in, **we** will pay one of the following for up to two weeks. Either:
 - the reasonable cost of alternative accommodation for **you, your family** and **your** pets; or
 - the rent **you** have to pay.

We will only pay if the damage caused to the neighbouring property would have been covered by an event insured by this section.

What is not covered

- The first £75 of every claim
 - Damage while **your home** is **unfurnished** or **unoccupied**.
 - The cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.
 - Damage caused by chewing, tearing, scratching or fouling by pets.
 - Damage caused by subsidence or heave of the land, or landslip.
-
- Any amount over 20% of the sum insured for **buildings** for any one claim.

Extra benefits included with buildings (continued)

What is covered

3 **Selling your home**

If **you** sell **your home**, from the date you exchange contracts **we** will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

4 **Building fees and the cost of removing debris**

After a claim, which is covered by an insured event under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.

- The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, in order to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

5 **Metered water**

Accidental leakage of metered water caused by an insured event. Up to £1000 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

6 **Tracing and accessing leaks**

If **your buildings** are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in **your home**, **we** will pay the cost of removing and replacing any other part of **your buildings** necessary to find and repair the source of the leak and making good.

We will not pay more than £5,000 for any one event.

What is not covered

- Any claim for loss or damage to **your buildings** if the buyer is insured under any other insurance.
 - Any costs for preparing a claim.
 - Any costs which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**.
 - Costs involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened.
 - The cost of making the site stable.
 - Any amount over 20% of the sum insured for **buildings** for any one claim.
-
- The first £75 of every claim
-
- The first £75 of every claim

Accidental damage to buildings

The schedule will show if this cover applies.

What is covered

Accidental damage to your buildings.

We will pay for **accidental damage to your buildings.**

What is not covered

- The first £75 of every claim.
- Any damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - **your buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, dyeing, renovating or maintaining **your buildings**; or
 - faulty workmanship, design or materials.
- Damage to:
 - domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).

Damage while:

- **your home** is **unfurnished, unoccupied**, lent, let or sublet, or is not **self-contained**.

Damage shown under the 'What is not covered' part of:

- 'Insured events 1-15'; and
- 'Extra benefits included with buildings'; in section one: Buildings.

Damage shown under the 'What is covered' part of:

- 'Insured events 1-15'; and
- 'Extra benefits included with buildings';

in section one: Buildings.

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild **your buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of **your home** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim. The no claim discount is shown on the schedule.

Sum insured

The most **we** will pay under section one: Buildings is the sum insured shown on the schedule for **buildings**. Where appropriate, the sum insured will be adjusted in line with index-linking.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured, **we** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

Index linking

Where appropriate the sum insured for **buildings** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Buildings Liability

This section is underwritten solely by Arch Insurance Company (Europe) Limited
For the purpose of this section bodily injury will include death and disease.

What is covered

Liability as the owner of your present home

We will insure **your** liability as owner to pay for accidents happening in and around **your home** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

You are not covered for liability arising:

- as occupier of **your home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate, or malicious act;
- from owning or occupying of any land or **buildings** other than **your home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- from any infectious disease or condition;
- from you owning or using any:
 - power-operated lift;
 - electrically-, mechanically- or power-assisted vehicles (including children’s motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - aircraft, hang-gliderng, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - caravans or trailers;
 - animals other than **your** pets;
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amended legislation.

Buildings Liability (continued)

What is covered

Liability as the owner of your present home

Liability as the owner of your previous homes

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered (continued)

You are not covered for liability arising from the following:

- Liquidated damages:
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.
- Punitive or exemplary damages:
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
- Aggravated damages:
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
- Multiplying compensatory damages:
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

You are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or **your home** was sold;
- from any cause for which **you** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault; or
- where a more recent insurance covers the liability.

Section two:

Contents

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your contents** while in **your home** during the **period of insurance** caused by the following.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or, political disturbances.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.
- 9 Falling trees or branches, telegraph poles or lamp posts.
- 10 Theft or attempted theft.

What is not covered

The first £75 of every claim under insured events 1 to 15.

- Loss or damage:
 - caused by pets;
- Loss or damage caused by cutting down or trimming trees or branches.
- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while **your home** is **unfurnished** or **unoccupied**.
 - while **your home** is lent, let or sublet or is not **self-contained**, unless there has been forced and violent entry into or exit out of **your home**;
 - of **money** and **credit cards** unless there has been forced and violent entry into or exit out of **your home**; or
 - to **valuables**, pictures, works of art, curios, **business equipment** and **money** in any garage or outbuilding.
- Any amount over £3,500 for loss or damage from any garage or outbuilding (£7,500 for free-standing hot tubs, jacuzzis or spas).

Section two:

Contents (continued)

What is covered

- 11 Malicious acts or vandalism.
- 12 Flood.
- 13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.
- 14 Subsidence or heave of the site on which **your buildings** stand, or landslip.
- 15 Storm.

What is not covered

- Loss or damage:
 - caused by **you** or **your** guests or tenants; or
 - while **your home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - frost; or
 - rising ground water levels.
- Loss or damage to property outside of **your home**.
- Loss or damage:
 - while **your home** is **unfurnished** or **unoccupied**;
 - free-standing hot tubs, jacuzzis and spas
 - caused by faulty workmanship;
 - to the installation itself.
 - if the installation is outdoors or in an outbuilding unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'; or
- The cost of the water and oil.
- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work, or repairing, demolishing or altering the **buildings**; or
 - solid floors moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and from the same cause.
- Loss or damage caused by frost.
- Loss or damage to property outside **your home**.

Section two:

Contents (continued)

What is covered

Extra benefits included with contents

We will also cover the following.

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs; and
- mirrors.

2 Loss of rent, alternative accommodation or rent you pay

a While **your home** cannot be lived in as a result of loss or damage covered by an event insured under section two: Contents, **we** will pay the following expenses or losses **we** have agreed to. Either;

- rent **you** would have received from an existing tenant if **your home** could have been lived in;
- the cost of similar alternative accommodation for **you, your family** and **your** pets, including the cost of temporary storage for **your** furniture.

b If, as a direct result of damage caused to a neighbouring property, **you** are refused access to **your home**, which **you** are living in, **we** will pay one of the following for up to two weeks. Either:

- the reasonable cost of alternative accommodation for **you** and **your family**; or
- the rent **you** have to pay.

We will only make the payment if the damage caused to the neighbouring property would have been covered by an event insured by this section.

What is not covered

- The first £75 of every claim.
- Damage while **your home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- The cost of repairing, removing or replacing frames.

- Any amount over 20% of the sum insured for **contents** for any one claim.

Extra benefits included with contents (continued)

What is covered

3 Television sets, video and audio equipment and computers

Accidental damage to television sets, audio, video and computer equipment in **your home** or radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

4 Metered water

Accidental leakage of metered water caused by an insured event.

Up to £1,000 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

What is not covered

- The first £75 of every claim.
- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - heating, drying, dyeing, washing, restoring, dismantling or breakdown;
 - faulty workmanship, design or materials; or
 - information being erased or damaged on computer equipment.
- Loss or damage to:
 - styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software; or
 - mobile or portable phones or pagers.
 - computers or computer equipment designed to be portable, while it is being carried, moved or transported; or
 - video cameras and camcorders
- The first £75 of every claim.

Extra benefits included with contents (continued)

What is covered

5 Household removal

Accidental loss or damage to **your contents** in a removal vehicle while being removed by professional removal contractors, from **your home** to a new permanent **home** within the **United Kingdom**, including while in temporary storage for up to five days.

The most **we** will pay will be the sum insured for **contents** shown on the schedule.

6 Contents temporarily removed from the home

Loss or damage to **your contents** which are temporarily removed from **your home**, but only if the items are within the **United Kingdom** and the loss or damage is caused by:

- insured events 1 to 9, or 11 or 13; or
- theft or attempted theft (involving a forced and violent entry) from any:
 - bank or safe deposit or while being transported by **you** to and from any bank or safe deposit;
 - building, caravan, mobile home or boat used by **you** as temporary or holiday accommodation; or
 - building where **you** are living or working (other than while **you** are a student in full-time education).

The most **we** will pay is 20% of the sum insured for **contents**. But the most **we** will pay for loss or damage by theft or attempted theft to **your contents** in any garage or outbuilding is £3,500.

What is not covered

- The first £75 of every claim.
- Loss or damage to:
 - pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - **money, credit cards** or **valuables**.

- The first £75 of every claim.
- Loss or damage:
 - while the **contents** are in a furniture store, salesroom, or exhibition;
 - caused by storm or flood while **your contents** are outside **your home**;
 - while **your contents** are worn, used or carried on **you**; or
 - by theft or attempted theft unless there has been forced and violent entry or exit from the building.

Extra benefits included with contents (continued)

What is covered

7 Contents outside but within the boundaries of your home

Loss or damage caused by events 1 to 11, or 13 to **your contents** and garden furniture, toys or ornaments outside but within the boundaries of **your home**.

The most **we** will pay for any one event is £1,000 (£7,500 for free-standing hot tubs, jacuzzis and spas).

8 Wedding gifts

During 14 days before and 14 days after **your** wedding day, **we** will increase the sum insured for **contents** by 10% to cover **your** wedding gifts.

9 Christmas and birthday or wedding anniversaries

During the month of December, and also for seven days before and seven days after **your** birthday or wedding anniversary, **we** will increase the sum insured for **contents** by 10% to cover Christmas, birthday or wedding-anniversary gifts.

10 Locks and keys

If **your** keys are lost or stolen, **we** will pay up to £500 for the cost of replacing keys and locks to:

- intruder alarms and safes installed in **your home**; and
- an outside door of **your home**.

11 Fridge and freezer contents

We will pay up to £500 for the cost of replacing food in **your** domestic fridge or deep freezer, if it is spoiled by:

- the electricity or gas supply accidentally failing; or
- the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device.

What is not covered

- The first £75 of every claim.
- Loss or damage to:
 - trees, plants, shrubs or garden produce;
 - **money, credit cards, valuables**, pictures, works of art and curios; or
 - property in or on any motor vehicle or trailer, boat, caravan or mobile home.
- The first £75 of every claim.
- The first £75 of every claim.
- Loss or damage:
 - caused by **your** deliberate act or neglect;
 - caused by the deliberate act of the supply authority or its employees (including strike action); or
 - if **your** gas or electricity supply is cut off because **you** have not paid a bill.

Extra benefits included with contents (continued)

What is covered

12 Compensation for death

If **you** die from an injury within six months of the injury happening, **we** will pay £10,000 for each person killed, as long as the injury occurs in the **home** as a result of:

- fire and smoke;
- earthquake, explosion or lightning;
- aircraft and other flying objects or anything dropped or falling from them;
- strikes and labour or political disturbances;
- being hit by any vehicle, train or animal;
- theft or attempted theft;
- storm or flood; or
- riot, civil commotion.

13 Domestic oil

We will pay up to £1,000 for accidental leaks of oil from domestic tanks which are caused by an event insured under section two: Contents.

14 Replacing documents

We will pay up to £500 for the cost of replacing the deeds of **your home** and documents which are lost or damaged as a result of an event insured under section two: Contents.

What is not covered

- Any person under 16 years of age.
- The first £75 of every claim.
- The first £75 of every claim.

Accidental damage to contents

The schedule will show if this cover applies.

What is covered

Accidental damage to your contents

We will pay for **accidental damage** to **your contents** while they are in **your home**.

What is not covered

- The first £75 of every claim.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - using **your contents** in a way which is different to the manufacturer's instructions; or
 - information being erased or damaged on computer equipment.
- Damage to:
 - contact lenses, **money, credit cards**, stamps, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing (including furs), food and drink; and
 - free-standing hot tubs, jacuzzis and spas.
- Damage while:
 - **your home** is **unfurnished, unoccupied**, lent, let or sublet, or is not **self-contained**.
- Any amount over £2,500 for china, glass, pottery, porcelain or other brittle substances.
- Damage shown under the 'What is covered' part of:
 - 'Insured events 1-15'; and
 - 'Extra benefits included with contents';in section two: Contents.
- Damage shown under the 'What is not covered' part of:
 - 'Insured events 1-15'; and
 - 'Extra benefits included with contents';in section two: Contents.

Settling claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair except for:

- clothing;
- household linen; or
- pedal cycles,

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

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

The no claim discount is shown on the schedule.

Sum insured

The most **we** will pay under section two: Contents is the sum insured for **contents** shown on the schedule, plus any index-linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index linking

Where appropriate the sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price or in line with any other index that **we** decide.

If **you** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

Contents liability

This section is underwritten solely by Arch Insurance Company (Europe) Limited.

For the purpose of this section bodily injury will include death and disease.

What is covered

Personal liability

Your legal liability to pay compensation for:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance** and within the **United Kingdom** (or during a temporary visit of not more than 30 days elsewhere in the world).

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Liability as occupier of your home

Your legal liability to pay compensation as occupier of **your home** and the land belonging to the **home** for any events which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for any liability arising:

- as owner of **your home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate, or malicious act;
- from owning or occupying of any land or buildings other than **your home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- for any mechanically-propelled vehicle where any road traffic law says **you** must have insurance or security;
- from any infectious disease or condition;
- from **you** owning or using any:
 - power-operated lift;
 - electrically-, mechanically-propelled vehicles (including children's motor cycles and motor cars), horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - caravans or trailers;
 - animals other than **your** pets;
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking);
 - any dog specified under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending legislation; or
 - firearms, other than properly licensed shotguns.

Contents liability (continued)

What is covered

Personal liability (continued)

Liability as tenant

We will pay up to £10,000 for amounts that **you** legally have to pay under a tenancy agreement following:

- loss or damage caused by events 1 to 13 and 15 of section one: Buildings.
- **accidental damage** and breakage as described in Extra benefit 1 under Section one: Buildings under Extra benefits 1 and 5.
- **We** will only provide this cover if the loss or damage happens during the **period of insurance**.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for liability arising from the following.

- **Liquidated damages:**
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved at the time the contract was made.
 - **Punitive or exemplary damages:**
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
 - **Aggravated damages:**
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
 - **Multiplying compensatory damages:**
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.
-
- The first £75 of every claim.
 - Loss or damage while **your home** is **unfurnished** or **unoccupied**.
-
- Loss or damage shown under the 'What is not covered' part of section one: Buildings.

Contents liability (continued)

What is covered

Accidents to domestic employees

You legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service.

We will pay up to £5,000,000, for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Unpaid damages

We will pay up to £100,000 (including legal costs) which **you** have been awarded by a court within the **United Kingdom** and which have not been paid to **you** within three months of the date of the award.

We will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the personal liability part of Section two: Contents if the award had been made against **you** rather than to **you**: and
- the person who owes the award does not live with **you**.

We may take proceedings, at our **own** expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

What is not covered

- Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

Section three:

Personal items

The schedule will show if this cover applies.

What is covered

Accidental loss, damage or theft anywhere in the world.

1 Specified items

We will pay the cost of replacing or repairing any item specified on the schedule.

We will not pay more than the sum insured for that item as shown on the schedule.

2 Unspecified valuables, clothing and personal belongings

We will pay the cost of replacing or repairing **your valuables**, clothing and **personal belongings**.

The most **we** will pay for any one item is £1,500 (unless **we** have shown differently on the schedule).

3 Pedal cycles

We will pay the cost of replacing or repairing **your** pedal cycles or accessories.

The most **we** will pay for any one pedal cycle is £750 (unless **we** have shown differently on the schedule).

New purchases

As long as sub-sections 1, 2 and 3 are in force, **we** will insure new purchases for up to £1,000 as long as **you** tell **us** within 21 days of the purchase and **you** pay the extra premium **we** ask for.

What is not covered

The following applies to 1, 2 and 3.

- The first £75 of every claim.
- Loss or damage involving the following.
 - chewing, tearing, scratching or fouling by pets.
 - frost, the atmosphere, or fading caused by light.
 - deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked upon.
 - faulty workmanship, design or materials.
 - items being confiscated or detained by customs or other officials.
 - scratching, denting or chipping.
 - guns rusting or bursting their barrels.
 - theft of jewellery unless it was being carried by hand under **your** supervision.
 - Any amount over £3,000 if jewellery is stolen from an unattended hotel or motel room.
 - Any property used or held for business, profession or trade purposes.
 - Any property which **you** normally keep outside **your home**.

Section three:

Personal items (continued)

What is covered

What is not covered

- Loss or damage to:
 - recording heads, computer software, audio tapes, video tapes or disks or cassettes;
 - **money** and **credit cards**;
 - any powered machine while used as a tool if the loss or damage arises directly out of its use;
 - phones or pagers left in unattended vehicles;
 - contact lenses or hearing aids while **you** are swimming or involved in any other water sports; or
 - sports equipment while in use.
- Loss or damage:
 - caused by theft of pedal cycles left unattended while away from **your home** unless they are locked to a permanent structure by a shop bought cycle lock or kept in a locked building;
 - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time; or
 - to the pedal cycle while it is being used for racing, pace making, is let out on hire or is used other than for private purposes.
- Loss or damage:
 - while **your home** is **unfurnished, unoccupied**, lent, let or sublet, or it is not **self-contained**.
 - to stones or repairs to settings of any items of jewellery, which have a value of more than £2,500, unless the jewellery has been examined at least once every two years by a competent jeweller, and any faults have been corrected.

Settling claims

We will decide whether to pay the cost of repair or to replace the property if it is lost or damaged beyond repair (in the same form and style) as new, except for:

- clothing; and
- pedal cycles,

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

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

The most **we** will pay under section three: Personal Items is the sum insured for items shown on the schedule.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

The no claim discount is shown on the schedule.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for personal items, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for personal items.) This only applies to sports and camping equipment and unspecified **valuables**, clothing and **personal belongings**.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified item, valued £2,500 or more, **you** must send us the original purchase receipt, or a written valuation, which is less than five years old, from a professional valuer.

If **you** are not able to provide this evidence of value, this may affect how **we** deal with **your** claim.

Section four:

Money and credit cards

The schedule will show if this cover applies.

What is covered

Money

We will pay for loss or damage to **your money** anywhere in the world.

The most **we** will pay for any one claim is the amount shown in the schedule.

Credit cards

We will pay up to the amount shown in the schedule which **you** become legally liable to pay under the terms of **your** personal **credit card** agreement if it is used by anyone without **your** permission anywhere in the world.

Season tickets

If **you** have a season ticket to travel to and from **your** place of work, **we** will pay up to the amount shown in the schedule for any period of the ticket which **you** cannot use after it is lost.

What is not covered

- Any losses which are not reported to the police within 24 hours of discovering the loss.
 - Loss of value or shortages due to mistakes.
 - Loss or damage to **money** held for business, profession or trade purposes.
 - The first £75 of every claim.
-
- Any losses which are not reported to the police and card company within 24 hours of discovering the loss.
 - Any loss due to **you** breaking the conditions of using the **credit card**.
 - The first £75 of every claim.
 - Any loss arising from unauthorised use by **you** or any one living with **you**.
-
- The first £75 of every claim.
 - Any loss not reported to the issuer of the season ticket within 24 hours of discovering the loss.

General exclusions

The following exclusions apply to the whole of your insurance.

(a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

any **loss** or damage to any property or any resulting loss or expense or any consequential **loss** or any legal liability directly or indirectly caused by, resulting from or contributed to by or arising from:

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

(b) War Exclusion

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

(c) Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by you or any permanent member of your home.

(d) 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, unless expressly stated in this contract of insurance.

General exclusions

(e) **Electronic Data Exclusion Clause**

We will not pay for

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from;
2. 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 set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

(f) **Terrorism**

We will not pay for

any **loss**, destruction or damage to any property; any cost or expense; or death or injury to any person; directly or indirectly arising out of biological, chemical and/or nuclear contamination due to any act of terrorism regardless of any other cause or event contribution concurrently or in any other sequence or **loss**.

For the purpose of this exclusion:

- any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of biological, chemical and/or nuclear substances.

General exclusions

(g) **Loss of value**

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

(h) **Wear and Tear**

We will not pay for loss or damage caused by wear and tear or any other gradually operating cause.

(i) **Sanctions**

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

(j) **Contamination and Pollution**

We will not pay for any **loss** or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This Exclusion does not apply if such **loss** or damage arises out of one or more of the following perils:

fire, lightning, explosion, impact of aircraft, vehicle impact, sonic boom, accidental escape of water from any tank apparatus or pipe, riot, escape of oil from a domestic oil installation at **your** home (**we** will not pay more than £100,000 in total any one incident) civil commotion, malicious damage, storm, hail, flood, inundation, earthquake, landslide, **subsidence**, pressure of snow, avalanche, volcanic eruption.

All other terms and conditions of this insurance shall be unaltered. If there is any conflict or inconsistency between this Exclusion and any other terms and conditions of this Policy, then the other terms and conditions of the Policy will supersede this Exclusion.

General conditions

The following conditions apply to the whole of your insurance.

1 Care

You must keep **your** property in a good condition and state of repair and take all care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** as soon as possible and take all steps to reduce the costs of these proceedings.

2 Changes and Alterations

Please tell **your** broker if there are any changes to the information set out in **your schedule**.

You must also tell **your** broker:

- If **you** leave the **home unoccupied**
- If the people to be insured change
- If there is a change of address
- If the Sums Insured are not adequate
- Is to be let or sub-let

When **we** receive this notice, **we** may then amend the conditions of this policy. If **you** do not tell **us** about these changes, the extent of cover may be affected and **we** may not have to pay any claim.

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

3 Claims

When a claim or possible claim occurs, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police as soon as possible if the loss is caused by riot, malicious acts, theft or any attempted theft or is being made as a result of loss of property outside of **your home**. (Please ensure that **you** are given a crime reference number)

You must take all steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

General conditions (continued)

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for our own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

6 Cancellation

Your right to change **your** mind:

You may cancel the insurance, without giving reason, by contacting **your** broker within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents whereby **we** will cancel without charge unless a claim has occurred.

Cancellation after the withdrawal period

You may cancel this insurance at any time by contacting **your** broker. **We** will refund the part of **your** premium which applies to the remaining period of insurance, (as long as **you** have not made a claim within the period of insurance).

We can cancel this policy by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason or if there are serious grounds to do so such as;

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting a payment by a specific date. If **we** do not receive payment by this date, **we** will issue a cancellation letter.

Your policy will be cancelled if payment is not received by the end of the cancellation notice period. If **you** fail to make any premium payment at all by the end of the cancellation period, the policy will be cancelled and **we** will treat this policy as if it never existed and decline all claims. Also see 'Payment by Instalments'.

- **We** establish that **you** have provided **us** with incorrect information that **we** have relied on in accepting this policy and setting its and premium.
- 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.

- The use of threatening or abusive behaviour or language.
- Failure to take care of the property insured.

Any premium due to **you** will be calculated depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Payment by instalments

If **you** have agreed to pay **your** premium by instalments, the following will apply;

- If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 14 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 14 days, **we** will cancel the remaining cover under this insurance by sending **you** 30 days notice, as shown above. **We** will then send **you** confirmation of the cancellation.
- If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.
- If **we** owe **you** any premium, the amount **we** owe may be taken off the instalments due for the year.

Please note that if SMMC apply their own fees for cancellation, will need to include a sentence to state that 'upon cancellation of this policy Stewart Miller Insurance may impose a charge. Please contact Stewart Miller Insurance for further information.'

7 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay our share of the claim.

8 More than one home

Each **home** covered by this insurance will be insured as though a separate document had been sent to each.

Security

It is important that **you** take all measures to avoid loss or damage from **your home** by improving security. By making access to **your home** difficult, thieves will be put off.

For **you** to get **our** home protection and home-alarm protection premium reductions, **you** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing **you** with insurance.)

We may insist that **you** keep **valuables** in a safe.

Doors

On all doors into **your buildings**, **you** should fit a 5-lever mortise deadlock to British Standard 3621

If **you** have French windows or double sliding patio doors, **you** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **you** have aluminium-framed sliding or patio doors, **you** should, where possible, fit detachable key-operated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **you** greater security.

Windows

All opening sections of basement, ground floor or easily accessible windows without using ladders should be fitted with key-operated lock

If **you** need any help or advice on security for **your home**, contact a member of the Master Locksmith Association.

Intruder alarm

If **you** plan to get a quote for an intruder alarm, **you** should check that the installer is a registered member of the National Approval Council for Security Systems (NACOSS), Integrity 2000 or Alarm Inspectorate Security Council.

If **you** need any help or advice with intruder alarms, contact the National Approval Council for Security Systems (NACOSS).

Helpful hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Fire prevention

- Do**
- Check **your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.
 - Always unplug non-essential appliances before **you** go to bed at night especially electric blankets.
 - Be careful with cigarette ends, ashtrays and hot irons.
 - Install a suitable fire extinguisher. One should be placed in the kitchen.
 - Make sure that all open fires are properly guarded – even if they appear to be out – especially at night
 - Have **your** chimney swept, and flues regularly checked, at least once a year (if **you** use open fires)
- Don't**
- Don't smoke in bed.
 - Don't move or fill oil heaters when they are alight
 - Don't let children play with matches or fire
 - Fires often occur in kitchens. Don't leave a pan of fat unattended on the cooker.

Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if **you** leave the property empty in the winter months. Or leave the central heating on throughout the home to maintain a constant temperature of 15°C and consider leaving the loft access open so that warm air can move into the roof space. This will minimise the possibility of the pipes and tank freezing.
- If, despite **your** precautions, **your** pipes freeze, thaw them out slowly using hot water bottles or hair dryers. Never use a blowlamp or warm-air paint stripper gun.

Security

- Make sure **you** have good-quality locks (approved to British Standard) fitted to all of **your** external doors and all accessible windows.
- Use the door and window protections when **you** leave the home unattended – day or night – and remove the keys from the locks (including garage).
- Do not leave keys under the mat or inside the letterbox or anywhere else they can be found easily.
- Leave a light, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- Do not leave large sums of money at home.
- Do not leave valuable property in unattended vehicles.
- Photograph **your** valuables and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to **us** but also to the police.
- If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the main security section.

When you go away on holiday

- Tell **your** local Neighbourhood Watch about **your** holiday.
- Stop newspaper and milk deliveries; do not advertise **your** absence.
- Place any valuables, which are not being carried or worn, in safe custody with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.
- Leave **your** key with a trusted neighbour and ask them to look in and inspect **your** home occasionally.