



# MARCUS • HEARN UNDERWRITING

## **Household Insurance Policy**

# PlumFlex

HOME INSURANCE POLICY

[www.plum-underwriting.com](http://www.plum-underwriting.com)

## Your policy

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words with special meanings have been defined and are in bold.

The **policy** sections are:

1. Buildings
2. Contents
3. Accidents to Domestic Staff
4. Legal Liability to the Public
5. Valuables and personal possessions
6. Domestic freezer cover
7. Pedal cycle cover
8. Money and credit card cover

**Your schedule** details which sections are covered and which **underwriter** is providing the cover under each section.

To notify **us** of a claim under any section of please contact Claims Aid:

Telephone: 0870 850 3308

Email: [assist@claimsaid.co.uk](mailto:assist@claimsaid.co.uk)

Or write to: Claims Aid, F7 First Floor, Columbia House, Columbia Drive, Worthing, BN13 3HD

Please refer to the Claims Conditions on page 11.

It is essential that **you** read **your policy**, **your schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

If **your policy**, **your schedule** and any **endorsements** are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes. This may affect **your** cover.

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary questionnaires, forms the basis of this legal contract between **you** and **us**. **You** must therefore ensure that all the information given is accurate and that no material facts have been withheld.

**You** must tell **us** of any changes to material facts that will affect the assessment of risk and the premium charged. If **you** are unsure whether something constitutes a material fact, please disclose it to **us** immediately. Failing to do so may mean **we** will refuse **your** claims or may even invalidate this insurance.

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will be dealt with in the courts of England.

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker** within 14 days of either the date **you** receive **your** insurance documentation or the start of the **period of insurance**, whichever is the later.

The subscribing insurers' obligations 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Complaints Procedure

In all communications the **policy** number shown on **your schedule** must be quoted along with the name of **your broker** that arranged this insurance.

If **you** have any questions or concerns about **your policy** or the handling of a claim, in the first instance please contact **your broker** shown on **your schedule**.

If **you** are still unhappy with any issue connected with the handling of **your** insurance **policy** or claim then **you** should direct **your** concerns in writing to:

The Customer Liaison Officer, Plum (Home) Limited, 145 Leadenhall Street, London, EC3V 4QT.  
Email: [info@plum-underwriting.com](mailto:info@plum-underwriting.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 Policyholder and Market Assistance at Lloyds. Their contact details are:

Policyholder and Market Assistance, Lloyds Market Services, One Lime Street, London, EC3M 7HA.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Lloyds Policyholder and Market Assistance may be referred to the Financial Ombudsman Service (FOS). Further details will be provided at the appropriate stage of the complaint process.

This complaints procedure is without prejudice to **your** right to take legal proceedings.

## Compensation

All insurers providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer 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 this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fsa.org.uk](http://www.fsa.org.uk).

## Authorisation

Lloyds is regulated by the Financial Services authority ('the FSA') whose address is:  
The Financial Services Authority  
25 The Colonnade  
Canary Wharf  
London  
E14 5HS

**You** can check these details on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

## Definitions | Words with special meanings

The following definitions apply to all sections of this **policy**. Additional definitions are shown in the sections to which they apply.

### **Bodily injury**

**Bodily injury** includes death or disease.

### **Buildings**

- the **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts and ornamental fountains and ponds

**you** own or for which **you** are legally liable and within the **premises** named in the **schedule**.

### **Contents**

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

**Contents** includes:

- tenant's fixtures and fittings
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** and **credit cards** up to £300 in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- stamps or coins forming part of a collection up to £1,250 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to £2,500 or 10% of the sum insured for **contents** whichever is less, within the private dwelling
- domestic oil in fixed fuel oil tanks up to £1,000
- pedal cycles up to £500

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes

	<ul style="list-style-type: none"> <li>any property insured under any other insurance.</li> </ul>
<b>Credit cards</b>	<ul style="list-style-type: none"> <li><b>credit cards</b>, charge cards, debit cards, bankers cards and cash dispenser cards.</li> </ul>
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Europe</b>	<p>'Europe' will include:</p> <ul style="list-style-type: none"> <li>EU member states;</li> <li>Norway and Switzerland;</li> <li>all Mediterranean Islands;</li> <li>all countries with a Mediterranean shoreline;</li> <li>the Canary Islands;</li> <li>Madeira;</li> </ul> <p>and journeys between these countries.</p>
<b>Excess</b>	The amount shown in <b>your schedule</b> or <b>endorsement</b> which <b>you</b> will be responsible for paying in the event of each and every claim.
<b>Home</b>	The private dwelling of and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Money</b>	<ul style="list-style-type: none"> <li>current legal tender, cheques, postal and money orders</li> <li>postage stamps not forming part of a stamp collection</li> <li>savings stamps and savings certificates, travellers' cheques</li> <li>premium bonds, luncheon vouchers and gift tokens</li> </ul> <p>all held for private or domestic purposes.</p>
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Personal possessions</b>	<p>Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to <b>you</b></p> <p><b>Personal possessions</b> does NOT include:</p> <ul style="list-style-type: none"> <li><b>money</b> and <b>credit cards</b></li> <li>pedal cycles.</li> </ul>
<b>Policy</b>	This insurance document and <b>your schedule</b> including any <b>endorsement(s)</b> .
<b>Premises</b>	The address which is named in the <b>schedule</b> .

<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>excess</b> , any <b>endorsement(s)</b> , the <b>period of insurance</b> and the sections of this insurance which apply.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>Unoccupied</b>	<b>Your home</b> is considered to be <b>unoccupied</b> whenever it is insufficiently furnished for normal living purposes or although furnished has not been lived in for a period of more than 60 consecutive days.
<b>Valuables</b>	<ul style="list-style-type: none"> <li>• jewellery</li> <li>• furs</li> <li>• precious metals including gold, silver, platinum and gold and silver plated articles</li> <li>• pictures and works of art</li> </ul>
<b>We / us / our / underwriters</b>	Underwriters as named in <b>your schedule</b> under a scheme managed by Plum (Home) Ltd.
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker</b>	The insurance broker who placed this insurance on <b>your</b> behalf.

## General Conditions

The following conditions apply to all sections of this insurance. Additional conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this insurance may become invalid.

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

### Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if **you**
  - stop using the **home** as **your** permanent private residence
  - regularly leave the **home** unattended by day or night other than for **your** normal job of work, or
  - leave the **home** without an **occupant** for more than 60 consecutive days.

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

3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### 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, if any, which may necessitate providing such information to other parties.

### Cancellation

**We** may cancel this insurance or any part of it by giving 14 days notice by recorded delivery to the address stated in **your schedule**. **You** will be entitled to a pro-rata refund of premium but not if **you** have made a claim during the current **period of insurance**.

**You** may cancel this insurance by giving written notice to **your broker** shown in **your schedule**. **You** may be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**.

## General Exclusions

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

### (a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

1. loss or destruction of or damage to any property 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 fuel or 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) 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

1. occurring before cover starts or arising from an event before cover starts
2. caused deliberately by **you** or any member of **your home**

### (d) Indirect Loss or Damage

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance

### (e) Electronic Data Exclusion Clause

**We** will not pay for

1. Loss or destruction of or damage to any property 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) computer viruses, erasure or corruption of electronic data;
- (ii) the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a 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) 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 that Act.

**(g) Biological and Chemical Contamination Clause**

We will not pay for

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

- (i) terrorism; and/or
- (ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) 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.

**(h) Loss of value**

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

**(i) Wear and Tear**

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

## Claims conditions

Your duties in the event of a claim or possible claim under this insurance:

1. **you** must notify **us** as soon as possible giving full details of what has happened.
2. **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **you** must forward to **us** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

#### 1. Defence of claims

**We** may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

#### 2. Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Section 2 – Contents, H).

#### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## Section one | Buildings | Standard cover

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

What is covered	What is not covered
-----------------	---------------------

This insurance covers the <b>buildings</b> for loss or damage directly caused by:	<b>We will not pay:</b>
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	<p>(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one</p> <p>(b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts and ornamental fountains and ponds</p>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	<p>(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one</p> <p>(b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools and ornamental fountains or ponds</p> <p>(c) for loss or damage while the <b>home</b> is <b>unoccupied</b></p>
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<p>(a) for loss or damage caused by faulty workmanship</p> <p>(b) for loss or damage while the <b>home</b> is <b>unoccupied</b></p>
6. theft or attempted theft	<p>(a) for loss or damage while the <b>home</b> is <b>unoccupied</b></p> <p>(b) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry</p>

**Section one | Buildings | Standard cover (continued)**

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage while the <b>home</b> is <b>unoccupied</b>
9. subsidence or heave of the site upon which the <b>buildings</b> stand, or landslip	<p>(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, paths patios and terraces, walls, gates and fences, septic tanks, lamp posts and ornamental fountains and ponds, unless the private dwelling is also affected at the same time by the same event</p> <p>(b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>(c) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>(d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>(e) the first £1,000 of every claim</p> <p>(f) for loss or damage caused by coastal erosion</p> <p>(g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</p>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	(a) for loss or damage to unfixed radio and television aerials, unfixed satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	<p>(a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b></p> <p>(b) for loss or damage to gates and fences</p> <p>(c) removing any part of the tree that is still below the ground</p> <p>(d) restoring the site</p>

## Section one | Buildings | Additional cover

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
<p>A. the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	(a) for loss or damage while the <b>home is unoccupied</b>
<p>B. the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for</p>	
<p>C. • loss of rent due to <b>you</b> which <b>you</b> are unable to recover</p> <p>• additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under section one</p>	any amount over 10% of the sum insured for the <b>buildings</b> damaged or destroyed
<p>D. expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>buildings</b></li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under section one</p>	<p>(a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>(b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>

## Section one | Buildings | Additional cover (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
E. increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one	more than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £750 in total
F. anyone buying the <b>home</b> will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the <b>buildings</b> are insured under any other insurance
G. The costs incurred to find the source of escape of: <ul style="list-style-type: none"> <li>• Water, oil or gas from any domestic water or heating installation within the <b>home</b> including subsequent repairs to walls, floors and ceilings.</li> <li>• Water from underground service pipes, cables, sewers and drains for which <b>you</b> are legally responsible outside the <b>home</b> but at the address shown on <b>your schedule</b></li> </ul>	more than £2,500 in any <b>period of insurance</b>

## Section one | Buildings | Accidental damage

The following applies only if the schedule shows that Accidental Damage to the buildings is included.

What is covered	What is not covered
-----------------	---------------------

This extension covers	We will not pay
accidental damage to the <b>buildings</b>	<p>(a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one</p> <p>(b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</p> <p>(c) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended</p> <p>(d) for damage while the <b>home</b> is lent, let or sublet</p> <p>(e) for the cost of general maintenance</p> <p>(f) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost</p> <p>(g) for damage arising from faulty design, specification, workmanship or materials</p> <p>(h) for damage from mechanical or electrical faults or breakdown</p> <p>(i) for damage caused by dryness, dampness, extremes of temperature or exposure to light</p> <p>(j) for damage to swimming pools, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks</p> <p>(k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</p>

## Section one | Buildings | Conditions that apply to this section only

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and

- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form and
- the damage has been repaired or loss has been reinstated.

If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

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

#### Your sum insured

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

#### Limit of insurance

**We** will not pay more than the sum insured less the **excess** for each **premises** shown in the **schedule**.

### Section two | Contents | Standard cover

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

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	(a) for property in the open

<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>(a) for loss or damage while the <b>home</b> is <b>unoccupied</b></p>
<p>5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>(a) for loss or damage caused by faulty workmanship</p> <p>(b) for loss or damage while the <b>home</b> is <b>unoccupied</b></p>
<p>6. theft or attempted theft</p>	<p>(a) for loss or damage whilst the <b>home</b> is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry</p> <p>(b) any amount over £1,000 within detached domestic outbuildings and garages</p> <p>(c) for loss or damage while the <b>home</b> is <b>unoccupied</b></p>
<p>7. collision by any vehicle or animal</p>	
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	

**Section two | Contents | Standard cover (continued)**

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We will not pay</b>
9. subsidence or heave of the site upon which the <b>buildings</b> stand, or landslip	<ul style="list-style-type: none"> <li>(a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</li> <li>(b) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>(c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</li> <li>(d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>(e) for loss or damage by coastal erosion</li> </ul>
10. falling trees, telegraph poles or lamp-posts	(a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>

**Section two | Contents | Additional cover**

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
<p>A. accidental damage to</p> <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio and video equipment</li> <li>• radios</li> <li>• home computers, video cassette recorders</li> </ul> <p>all situated within the <b>home</b></p>	<p>(a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</p> <p>(b) for damage to tapes, records, cassettes, discs or computer software</p> <p>(c) for mechanical or electrical faults or breakdown</p>
<p>B. accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>sanitary ware</b></li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul> <p>forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for</p>	<p>(a) for the cost of repairing, removing or replacing frames</p>
<p>C. the <b>contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any <b>buildings</b> where <b>you</b> are living or working</li> <li>• in any building for valuation, cleaning or repair</li> <li>• in any furniture store</li> <li>• in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store</p>	<p>(a) for <b>contents</b> outside the <b>United Kingdom</b></p> <p>(b) for <b>money</b> or <b>credit cards</b></p> <p>(c) any amount over 20% of the sum insured under section two for <b>contents</b> in a furniture store</p> <p>(d) <b>contents</b> removed for sale or exhibition</p> <p>(e) theft unless the loss or damage follows a violent and forcible entry</p>

## Section two | Contents | Additional cover (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
D. up to twelve months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under section two	(a) any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
E. costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under section two	(a) any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
F. <b>your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by loss or damage which is covered under section two	<p>(a) any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p> <p>(b) for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings</p> <p>(c) for loss or damage arising from subsidence, heave or landslip</p> <p>(d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>(e) for loss or damage while the <b>home</b> is <b>unoccupied</b></p>
G. the cost of repairing accidental damage to <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> which <b>you</b> are legally liable for as tenant only	

<p>H. fatal injury to <b>you</b>, happening at the <b>premises</b>, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> <li>• £10,000 for each <b>insured</b> person over sixteen years of age,</li> <li>• £5,000 for each <b>insured</b> person under sixteen years of age,</li> </ul> <p>at the time of death</p>	
--	--

**Section two | Contents | Additional cover (continued)**

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
I. costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys	(a) any amount over £250 in any <b>period of insurance</b>
J. increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	(a ) more than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £750 in total

## Section two | Contents | Accidental damage

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

What is covered	What is not covered
This extension covers	<b>We will not pay</b>
accidental damage to the <b>contents</b> within the <b>home</b>	<ul style="list-style-type: none"> <li>(a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section two</li> <li>(b) for damage to <b>contents</b> within garages and outbuildings</li> <li>(c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>(d) for damage caused by chewing, tearing, scratching or fouling by animals</li> <li>(e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles</li> <li>(f) for <b>money</b>, <b>credit cards</b>, documents or stamps</li> <li>(g) for damage to contact, corneal or micro corneal lenses</li> <li>(h) for damage while the <b>home</b> is lent, let or sub let</li> <li>(i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>(j) for damage arising out of faulty design, specification, workmanship or materials</li> <li>(k) for damage from mechanical or electrical faults or breakdown</li> <li>(l) for damage caused by dryness, dampness, extremes of temperature and exposure to light</li> <li>(m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> </ul>

## Section two – Contents | Conditions that apply to this section only

### How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

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

The above basis of settlement will not apply to

- clothes
- pedal cycles

where **we** will take off an amount for depreciation.

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

### **Your** sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

### Limit of insurance

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

### Section three | Accidents to Domestic Staff

This section applies only if the **contents** are insured under section two.

What is covered	What is not covered
<b>We will indemnify you</b>	<b>We will not indemnify you</b>
<p>for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b></p>	<p>for <b>bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• from any vehicle outside the <b>premises</b></li> <li>• from any vehicle used for racing, pacemaking or speed testing</li> <li>• from any communicable disease or condition</li> <li>• in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b></li> </ul>

#### Limit of insurance

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

## Section four | Legal Liability to the Public

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

### Part A

Part A of this section applies in the following way:

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

What is covered	What is not covered
<b>We will indemnify you</b>	<b>We will not indemnify you for any liability</b>
<p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b></p>	<p>(a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>(b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>(c) arising out of any criminal or violent act to another person or property</p> <p>(d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>(e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the <b>period of insurance</b></p> <p>(f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>(g) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p><b>(Exclusions continued over the page)</b></p>

**Section four | Legal Liability to the Public (continued)**

Part A (continued)

	<b>What is not covered (continued)</b>
	<p><b>We</b> will not indemnify <b>you</b> for any liability</p> <p>(h) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>(i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>(ii) any power-operated lift</li> <li>(iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>(iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> <p>(i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>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</p> <p>(j) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>(k) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

## Section four | Legal Liability to the Public (continued)

### Part B

What is covered	What is not covered
<b>We will pay for</b>	<b>We will not indemnify you</b>
<p>sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li>Part A(ii) of this section would have indemnified <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b></li> <li>there is no appeal pending</li> <li><b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment</li> </ul>	(a) for any amount in excess of £100,000

### Part C

We will indemnify you for	We will not indemnify you
any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<p>(a) for any liability if <b>you</b> are entitled to indemnity under any other insurance</p> <p>(b) for the cost of repairing any fault or alleged fault</p>

### Limit of insurance

#### We will not pay

- in respect of pollution and/or contamination:
  - more than £2,000,000 in all
- in respect of other liability covered under section four:
  - more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section Five | Valuables and personal possessions

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

What is covered	What is not covered
This insurance covers	<b>We will not pay</b>

**Valuables and personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage within the geographical limits shown in the **schedule**

- (a) for damage caused by moth or vermin
- (b) for damage from electrical or mechanical faults or breakdown
- (c) any amount over £1,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
- (d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- (e) for damage to guns caused by rusting or bursting of barrels
- (f) for breakage of any sports equipment whilst in use
- (g) for any loss of or damage to contact, corneal or micro corneal lenses
- (h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
- (i) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
- (j) 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 occupant
- (k) 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

## Section five | Valuables and personal possessions | Conditions that apply to this section only

### How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
  - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
  - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

### **Your** sum insured

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

### Limit of insurance

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

**Section six | Domestic freezer cover**

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

<p><b>We will not pay more than the sum(s) insured less the <b>excess</b> shown in the <b>schedule</b>. <b>What is covered</b></b></p>	<p><b>What is not covered</b></p>
<p>Section two of this insurance extends to cover</p>	<p><b>We will not pay</b></p>
<p>the cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes</p>	<p>(a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply</p> <p>(b) for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action</p>

Limit of insurance

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

**Section seven | Pedal cycle cover**

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

<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p>Section two of this insurance extends to cover the following</p>	<p><b>We will not pay</b></p>

<p>the cost of repairing or replacing <b>your</b> pedal cycles following:</p> <ul style="list-style-type: none"> <li>• theft or attempted theft</li> <li>• accidental damage</li> </ul> <p>anywhere in the <b>United Kingdom</b></p>	<p>(a) for loss or damage to:</p> <ul style="list-style-type: none"> <li>• tyres,</li> <li>• lamps,</li> <li>• accessories,</li> </ul> <p>unless the cycle is stolen or damaged at the same time</p> <p>(b) for damage from mechanical or electrical faults or breakdown</p> <p>(c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>(d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</p>
--	---

Limit of insurance

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

### Section eight | Money and credit card cover

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

What is covered	What is not covered
Section five of this insurance extends to cover the following	<b>We</b> will not pay

<ul style="list-style-type: none"> <li>• theft or accidental loss of <b>money</b></li> <li>• any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your credit card(s)</b></li> </ul> <p>within the geographical limits shown in the <b>schedule</b>, provided that</p> <ul style="list-style-type: none"> <li>• within 24 hours of <b>your</b> discovering any such loss or theft, <b>you</b> have notified the police and, in the case of <b>credit card(s)</b>, the card issuing company; and</li> <li>• <b>you</b> have complied with all other conditions under which <b>your credit card(s)</b> were issued to <b>you</b></li> </ul>	<ul style="list-style-type: none"> <li>(a) to make up any shortages due to error or omission</li> <li>(b) for loss of value</li> </ul>
--	--

Limit of insurance

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