

ARKEL™

Adapt Home Insurance Policy



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WELCOME TO YOUR ADAPT HOME INSURANCE

This **Policy** is a legal contract between **You** and the insurers ('We', 'Our', 'Us'). In return for the payment of **Your** premium, **We** will provide the insurance cover detailed in this **Policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** during the **Period Of Cover**.

This document, together with **Your Schedule** and any **Endorsements** from **Your Policy** should be read as one document.

Words with specific meanings are defined under the section 'Definition of Terms' on page 8.

We will insure **You** against legal liability, loss or damage under the Sections specified in the **Schedule** during the **Period of Insurance** set out in the **Schedule**, provided that the conditions under which this **Policy** has been issued are fulfilled.

This cover applies throughout England, Scotland, Wales, Northern Ireland, Isle of Man, and the Channel Islands except when **We** state otherwise in the **Policy**.

Your Cancellation Rights

If **You** decide that, for any reason, this **Policy** does not meet **Your** insurance needs then please contact **Your** Insurance intermediary within fourteen (14) days of issue. Provided that no claims have been made or are pending, **Your** premium will be refunded in full.

If **Your Policy** has been issued for a period of twelve (12) months and **You** wish to cancel **Your Policy** after fourteen (14) days, **You** will be entitled to a pro-rata return of premium (providing there have been no claims made) and will include an additional charge (at **Our** discretion) to cover the administrative cost of providing the **Policy**. The details of any fees charged by **Your** insurance intermediary will be shown in a separate Initial Disclosure Document or Customer Terms of Business issued by them.

If **Your Policy** has been issued for a period of less than twelve (12) months and **You** wish to cancel **Your Policy** after fourteen (14) days, there will be no return of premium.

To exercise **Your** right to cancel **Your Policy**, please contact **Your** insurance intermediary at the address shown on the documentation they have provided to **You**.

IMPORTANT NOTES

PLEASE READ ALL OF THE POLICY DOCUMENTS CAREFULLY TO ENSURE THAT THE POLICY MEETS ALL YOUR REQUIREMENTS.

If **You** have any query about **Your Policy** or the cover provided, please in the first instance contact the insurance intermediary through whom **You** purchased this **Policy**.

PLEASE KEEP ALL POLICY DOCUMENTS IN A SAFE PLACE. YOU MAY NEED TO REFER TO THEM IF YOU MAKE A CLAIM.

For all claims related queries please telephone the **Claims Administrators** on 0117 929 9255 (9 a.m. – 5 p.m. Mon-Fri).

Policy Duration

The **Period of Insurance** is shown on **Your Schedule** and **You** must pay the full premium, or any agreed instalment when **We** ask. If the premium for this **Policy** is paid in instalments and in the event, **You** fail to pay one or more instalments, whether in full or in part, **We** may cancel the **Policy** by sending **You** 14 days' notice in writing by recorded delivery post, setting out **Our** reason for cancellation, to **Your** correspondence address shown in the **Schedule**.

Premium

The premium that **You** paid to **Us** for this **Policy** includes an administration fee and/or commission.

Renewal

If **Your Policy** has been issued for a period of twelve (12) months and **You** pay **Your** premium by Direct Debit or Credit Card, **We** will renew it for **You** automatically. This saves **You** the worry of remembering to contact **Us** before the renewal date and provides continuity of cover for **Your** peace of mind. **We** will write to **You** or **Your** Insurance Intermediary before the **Policy** expires with full details of **Your** next year's premium and any changes to **Policy** conditions. If, upon receipt of **Your** renewal notice, **You** do not wish to renew **Your Policy** for a further twelve (12) months, please tell **Us** or **Your** intermediary before the renewal date so that **We** do not take a payment. If **You** inform **Us** after the renewal date, charges may apply, please see General Conditions in **Your Policy** booklet for details.

We recommend that **You** arrange adequate alternative insurance before allowing this **Policy** to expire.

Your Choice

If **You** do not want this **Policy** to renew automatically, **You** may tell **Us** or **Your** intermediary at any time.

Our Rights to withdraw renewal terms or cancel this insurance

We are not bound to accept any renewal of this **Policy**.

We will not cancel the **Policy** during the **Period of Insurance** unless:

- **You** do not pay the premium when it is due;
- **We** reasonably suspect fraud;
- **You** use threatening or abusive behaviour towards **Our** staff or anyone acting on **Our** behalf.
- **We** (or **Your** insurance broker) can cancel this **Policy** by sending **You** fourteen days' notice to **Your** last known address. The reason for cancellation will be set out clearly in the communication **We** send to **You**. Valid reasons include, but will not be limited to, those listed below;
- **You** not making a payment for **Your** insurance **Policy** when it is due.

- **We** are unable to collect the premium due to insufficient funds in **Your** account.
- a direct debit instruction is being cancelled.

You will have 14 days (from the date of **Our** letter) to rectify the situation by ensuring that payment is made of the premiums due. If this does not happen, **Your** cover will cease from the effective date given.

IMPORTANT INFORMATION

If **Your Policy** has been issued for a period less than twelve (12) months all cover will cease after the **Period of Insurance** shown on **Your Schedule** and **You** will need to contact **Your** intermediary if further cover is required.

YOUR DUTIES

Giving Us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **Your** policy and refuse to pay any claim or
- **We** may not pay any claim in full.

We will write to You if We:

- intend to cancel **Your** policy; or
- need to amend the terms of **Your** policy; or require **You** to pay more for **Your** insurance.

If **You** become aware that the information **You** have given **Us** is incomplete or inaccurate, **You** must inform **Your** Insurance Intermediary.

Breach of duty

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this policy, refuse all claims, and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the policy on any terms, **We** may avoid this policy and refuse all claims, but **We** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a premium of £200 but **We** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, **You** will only be paid £500.

Changes **We** expect **You** to tell **Us** about are:

- moving **Property**
- if the **Sum Insured / Maximum Claim Limit** is not enough
- **You** add a new extension to **Your Property** or undertake any structural alterations
- adding new **Valuables** and items of jewellery
- a change of the persons living at the **Property** that needs to be specified on **Your Policy**
- **Unoccupancy** of the **Property**, (i.e., empty for more than sixty (60) days)
- **You** decide to let out **Your Property**
- A change to the fire and or theft security protections at **Your Property**
- Any criminal convictions (or cautions)
- County court judgement (CCJ) or bankruptcy of any of the persons included within the insurance.

In some rare circumstances, unfortunately, **We** may not be able to continue **Your Policy** following the changes.

Where this does happen, **We** will advise **You** and **Your** insurance intermediary immediately in writing and the **Policy** will be cancelled in line with the provisions of General Conditions, giving **You** time to find alternative insurance.

What is Insured

These sections are each printed on a white background and give detailed information on the insurance cover that is provided and any limits or conditions that apply to that item.

What is Not Insured

These sections are all on a grey background to draw **Your** attention to What is Not Insured in the scope of **Your Policy**.

THE POLICY

We have agreed to insure **You** under the terms, conditions, and exclusions in, or endorsed on, this **Policy** during the **Period Of Insurance** for which **Your** premium has been accepted.

This Adapt Home Insurance **Policy** is arranged by Arkel Underwriting on behalf of AmTrust Specialty Limited whose registered office is at Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom (01229676). AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

We will not make any payment under this **Policy** unless **You** have paid the premium.

You must tell **Us** about any change in circumstances that occurs before or during the **Period of Insurance** and which may affect this insurance. **We** may then amend the premium charged and the terms of this **Policy**.

If **You** do not tell **Us**, **Your** right to claim may be affected.

For and on behalf of the Insurers



Kris Lee
Chief Underwriting Officer

Signed for and on behalf of Arkel Limited

IMPORTANT TELEPHONE NUMBERS

1 Alterations to or questions concerning Your Policy cover:

To amend **Your Policy** or ask a question about the cover, please contact the insurance intermediary who arranged this **Policy** for **You**.

2 Claims Helpline

For Loss or Damage to Your Property and for Employers Liability Claims made against You by Domestic Employees Section 2 (L)

Claims Administrators

CPA Chartered Loss Adjusters

Claims Helpline Telephone: 0117 929 9255 (9 a.m. – 5 p.m. Mon-Fri)

Claims Address: Queen Charlotte House, Queen Charlotte Street, Bristol BS1 4HQ

Claims Email: bristol@cpadjusting.com

Please contact **Us** and **We** will provide **You** with a claim form.

If you have an urgent situation outside normal business hours and need to notify a new claim, you can call: 0117 938 8386.

The **Claims Administrators** may record or monitor calls for training purposes or to improve the quality of their service.

When calling to report a claim, please have **Your Policy** number ready. See **Your Policy Schedule**

When **You** call **Our Claims Administrators**, they will:

- take details of the loss or damage caused;
- allocate **Your** claim to a dedicated Claims Handler, who will then review the details of the claim and give assistance where required;
- instruct a Loss Adjustor to contact **You** if necessary to discuss **Your** claim and arrange a convenient time, if required, to visit and inspect the damage

You must not dispose of any damaged items or conduct permanent repairs because the **Claims Administrators** may need to inspect the damage.

Please note

If **You** engage the services of anyone before contacting our **Claims Helpline** and incur any costs without **Our** prior written approval these costs will not be covered by this insurance.

What You should do in an Emergency

- Take any immediate steps to prevent further damage to the **Property** such as switching off mains services such as gas, electricity, and water supply.
- To report a gas or carbon monoxide emergency, or if a pipeline is struck (even if no gas leak has occurred) call the National Gas Emergency Service 24 hours a day on **0800 111 999** (calls are recorded and may be monitored).

In the first instance contact **Your** insurance intermediary.

Policy Administration

For enquiries about the administration of the **Buildings**, **Contents**, or **Personal Belongings** sections of the **Policy** please contact **Your** insurance intermediary.

Please read the Complaints Section on page 37

DEFINITION OF TERMS

We have defined below words or phrases used throughout this **Policy**. To avoid repeating these definitions please note that where these words or phrases appear in **bold** and start with a capital letter, they have the precise meaning described below unless otherwise stated.

ACCIDENTAL DAMAGE

Sudden and unexpected damage caused by external means. This does not include loss or damage caused by wear and tear or things that happen gradually.

ACTIVITY SPORTS

Skis (including sticks and bindings), snowboards, water skis, sub-aqua equipment, camping equipment, riding tack, windsurfers, surfboards, and hand or wind-propelled watercraft not exceeding twelve (12) feet in length and its associated equipment and equipment used for pot-holing and mountaineering.

BEDROOM

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

BUILDINGS

The **Home** is built of materials as shown in **Your Schedule**, including fixtures and fittings, its **Garage(s)**, carports and domestic **Outbuilding(s)**, permanent swimming pools, permanently fitted hot tubs, hard courts, paved terraces, patios, drives, paths, boundary and garden walls, gates and fences, solar panels, wind turbines, external lighting, permanently fitted laminated wood, vinyl or lino floor coverings, built-in domestic appliances and meters all contained within the boundaries of the land of the **Home**.

Buildings extends to include any loss or damage resulting from improvements and building works to **Your Home** where the building period is less than six (6) months, provided **You** have advised **Us** of this work, comply with any warranties or terms imposed by **Us** and **You** send **Us** details of any contract **You** have signed which defines **Your** legal rights against the contractor. This does NOT include Employers Liability cover, or any loss, theft, or damage to the Contractors own tools and equipment or materials owned by or the legal responsibility of the Contractor.

CLAIMS ADMINISTRATORS

The experts appointed to act on **Our** behalf.

COLLECTION(S)

A private collection of rare, unique, or novel items of personal interest such as stamps, medals, coins, dolls, toy soldiers, models as well as memorabilia.

CONTENTS

The **Maximum Claim Limit** applicable per item and in total are shown on **Your Policy Schedule**

WHAT IS COVERED AS CONTENTS

1. All **Your Household Goods, High Risk Property, Valuables, Home Entertainment Equipment, and Personal Belongings**, including **Money** and **Credit Cards** owned by or the legal responsibility of **You** or a member of **Your Family** when in **Your Home**.
2. Tenant's or Leasehold owner's improvements, fixtures, and fittings for which **You** are responsible.
3. Visitors' **Personal Effects**
4. **Home Office Business Equipment** used by **You** or **Your Family** for business or professional purposes when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.
5. **Fine Art, Antiques, and Collectables, Collections** up to the limits per item and in total as shown on **Your Schedule**
6. **Valuables and Gadgets** while in the **Home**
7. Jewellery and Watches as listed on **Your Schedule**
8. **Pedal Cycles**
9. Domestic gardening machinery, mechanical toys that do not have to be licensed for road use, and buggies, wheelchairs, and golf trolleys within the **Premises**
10. Property in the open but within the **Premises**
11. Satellite Dishes, radio, and television aerials attached to the **Home**
12. Domestic Fuel in fixed tanks and metered water
13. **Personal Belongings** of **Your** student children whilst contained in a secured or locked room in school, boarding house, college, or university.
14. **Personal Belongings** of **Your** parents or close **Family** member whilst contained in a secured room in a care or nursing home
15. Equipment **You** own or are responsible for in connection with a registered disability including any fixtures and fittings installed and not covered as **Buildings**

WHAT IS NOT CONTENTS

- Mechanically propelled or assisted vehicles of all types (other than; domestic gardening machinery, toys that do not have to be licensed for road use or buggies, wheelchairs and golf trolleys) and caravans, trailers, non-motorised horse boxes, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Removable swimming pool covers.
- Any hot tub, jacuzzi or spa cover.
- Pets and livestock, or any other living creature
- Any part of the structure, fixtures, and fittings (except those for which a tenant is legally liable), ceilings, or decorations of the **Home**.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes, and securities for **Money**.
- Property or Stock used for Business or Trade purposes (other than **Home Office Business Equipment**) used by **You** or **Your Family** when in **Your Home**.
- **Fine Art and Antiques, Jewellery, and Watches** removed for sale, exhibition, or display
- Plants, trees, or any growing matter.
- Contact or corneal lenses unless specified
- Lottery Tickets and other raffle tickets.
- Quad bikes, go-karts, or off-road motorcycles whilst being driven, on public highways, or if left **Unattended** and not secured while in the open
- watercraft (as defined under **Activity Sports**) not stored at **Your Home**.

DEFINITION OF TERMS

COST OF REBUILDING / REINSTATING THE PROPERTY

The full cost of reconstruction of the **Buildings** in the same form, size, style, and condition as when new including the cost of complying with any government or local authority requirements, fees, and associated costs, including Architects and Surveyor's Fees. The **Maximum Claim Limit/ Sum Insured** used for **Buildings** should be adequate to meet all these costs in full.

We accept that, where appropriate for the construction types, the reinstatement of the **Buildings** may include an additional cost to include the use of certain products that meet the latest industry recognised standard for one or more of the following areas or objectives:

- to use less energy, water, and/or natural resources, for example, the use of certain insulation and framing, carpet and flooring, lighting systems
- the creation of less waste or escape of water, for example, use of interior plumbing applications or automatic water stop valves
- providing a healthier environment for the people living inside, for example environmentally friendly heating and cooling equipment, architectural coatings, primers, undercoatings, paints, adhesives, and/or sealants

CREDIT CARDS

Credit, Cheque, Debit, Charge, or Cash Cards held for personal or charitable purposes

DOMESTIC EMPLOYEE

An employee **You** hire to perform work or services in **Your Home** or for **Your Family** and who is not hired to work for **You** in connection with **Your** business. **Domestic Employees** include housekeepers, cleaners, nannies, gardeners, butlers, maids, and people employed personally by **You** to carry out general maintenance for **You** at **Your Home**.

ENDORSEMENT

A change or variation in the terms and/ or conditions of **Your Policy**

EXCESS

The first amount of each claim **You** have to pay. If **You** make a claim under more than one Section for loss or damage which happens at the same time and by the same cause **We** will deduct only one **Excess**.

Please note different **Excesses** apply to different types of claims. Please check **Your Schedule** and any **Endorsements** that apply.

FAMILY

You, **Your** domestic partner, and other direct **Family** relations, including Foster Children who permanently reside with **You**.

FINE ART, ANTIQUES and COLLECTABLES

Works of Art, paintings, pictures, drawings, etchings, photographs, prints, manuscripts, tapestries, clocks, mechanical art, objets d'art, rugs, porcelain, glass sculptures, statues, **Collections** of stamps, coins and medals and articles of gold, silver and other precious metals. For clarity, this does not include antique furniture or Jewellery

Automatic cover is provided for new purchases acquired anywhere in the world for up to 10% of **Your Contents Sum Insured** and giving **You** sixty (60) days to notify **Us**:

GADGETS

Personal and portable communication devices, including mobile phones, tablets, laptops, handheld computers, and game consoles. Gadgets do not include any that are used for any business or trade purpose.

GARAGE

A structure originally built for storing a motor vehicle or motor vehicles even if now used for another purpose.

HEAVE

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

HIGH RISK PROPERTY

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, Watches, furs, photographic equipment, binoculars, telescopes, musical instruments, **Collections** of stamps, coins, or medals.

We treat pairs or sets of items as one item.

HOME

The house, bungalow, or self-contained flat/maisonette /apartment together with its **Garage(s)** and domestic **Outbuildings** at the address shown in the **Schedule**, is used for **Your** private residential purposes.

HOME OFFICE BUSINESS EQUIPMENT

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers, and telephone answering machines, all used for business or professional purposes.

HOUSEHOLD GOODS

The following property that is solely used for domestic purposes and **Home Office Business Equipment**, all belonging to **You** or **Your Family** or for which **You** or **Your Family** are legally responsible and while kept at **Your Home** or in a **Garage** or **Secure Outbuildings** including

- all **Your** household furniture and furnishings and **Personal Effects**
- children's battery powered ride-on vehicles, motorised or pedestrian-controlled gardening equipment, electric wheelchairs, mobility scooters, and golf buggies not registered for road use
- home improvements, alterations, fixtures and fittings, and interior decorations for which **You** or **Your Family** are legally responsible as occupier and not as owner
- **Activity Sports Equipment**

DEFINITION OF TERMS continued

INSURED PERSON / YOU / YOUR

The person(s) named in the **Schedule**, their domestic partner(s) and members of their **Family**(ies) permanently living with him/her/them.

LANDSLIP

Sudden downward movement of sloping ground or gradual creep of a slope over a period of time.

MAXIMUM CLAIM LIMIT/ SUM INSURED

The most **We** will pay for any one claim under any Section (or its extension) as shown in the **Schedule**.

- The Maximum Claim Limit for Section 1 - is the **Buildings** Sum Insured as shown in **Your Schedule**.
- The Maximum Claim Limit for Section 2 - is the **Contents** Sum Insured as shown in **Your Schedule**.
- The most **We** will pay for any one claim for **Valuables** whilst away from **Your Home** is shown in **Your Schedule**.

The limits shown in the **Schedule** for **Valuables & Personal Belongings** form part of (not in addition to) the Maximum Claim Limit for Section 2 - **Contents** shown in the **Schedule**.

If the Maximum Claim Limit as shown in **Your Schedule** is insufficient for **Your** needs, please contact **Your** usual insurance adviser or insurance intermediary.

MONEY

Personal Money/ cash held for private purposes by **You** or **Your Family** including coin and bank notes used as legal tender, postal stamps (not in a **Collection**), postal and money orders, cheques (including travellers cheques), saving and trading stamps or stamps used for payment of TV licence or utility bills, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

OUTBUILDINGS

Unless **We** agree otherwise in writing, these are defined as sheds, greenhouses, summer houses and other structures but do not include:

- **Garages**
- other garden structures that are open on one or more sides
- detached structures that are lived in
- any structure which is not on a permanent foundation or base
- tree houses, aviaries, or pigeon lofts
- inflatable structures of any kind
- mobile homes
- any structure that is made of canvas, PVC, or any other non-rigid material (except greenhouses), or
- any structure not within the boundary of the **Home**, unless **We** agree otherwise in writing.

PEDAL CYCLE

Cycles, Tricycles, Tandems, and Electrically Assisted Pedal Cycles, that are **not** legally required to pay Vehicle Excise Duty (road tax) for road use (see www.gov.uk/electric-bike-rules), owned and used by **You** and **Your Family** for personal, social domestic and pleasure use only.

PERIOD OF INSURANCE/ PERIOD OF COVER

The period for which the insurance is provided under this **Policy** as set out in the **Schedule**, and any further period for which this **Policy** is renewed.

PERSONAL BELONGINGS / PERSONAL EFFECTS

Clothing and Personal items (including clothing, Jewellery, Watches, furs, binoculars, musical instruments, hearing aids, spectacles, photographic and amateur sports equipment), and other personal property which is designed to be worn, or carried on or about the person, including mobile phones, tablets, iPads, PDA's and similar personal electronic items.

POLICY

The Policy incorporates this booklet, the **Schedule**, and any **Endorsements** issued.

PREMISES

The boundary of the risk address shown in **Your Schedule**

SECURE

When **We** describe a **Building** as being Secure, **We** mean:

- Outside or main exit doors are fitted with five-lever locks.
- Any accessible windows can be locked with keys.
- Up-and-over doors can be locked with keys that are removed when locked.
- Double doors can be locked with keys, and mortise bolts are fitted at the top and bottom of one of the doors.
- **You** maintain the locks and bolts in full working order.
- **You** use the locks and bolts at night when nobody is in the **Home**, and when the **Home** is **Unoccupied**.

SCHEDULE

The Schedule details which Sections of the **Policy** are operative for **You** and the **Sum Insured**, **Maximum Claim Limit**, and other limits that apply to each of those Sections. The Schedule also details the location(s) that are being insured by the **Policy** and the main **Excesses** that apply to a claim. The Schedule will also show if there are any additional **Endorsements** applying or if there are specific terms or conditions attached to **Your Policy** cover.

SPECIFIED ITEMS

Specified Items are items that have been individually listed by **You** and identified to **Us** and are shown or listed in **Your Schedule** of cover.

DEFINITION OF TERMS continued

STATEMENT OF FACTS/PROPOSAL FORM

This is a record of the statements that **You** made when applying for this insurance – in the case of the Statement of Facts, it is a record of information **You** have entered into **Our** computer systems, and websites, or have advised **Us** in the course of a telephone conversation or in any other media.

You may have been asked to complete a proposal form, (online or paper format) which asks **You** specific questions to which **You** have provided answers. It is extremely important that **You** check this document carefully to ensure that all the statements are correct to the best of **Your** knowledge.

STORM

Strong winds of 41 knots/47mph or more, usually accompanied by rain, hail, or snow.
Beaufort scale number 9 or higher

SUBSIDENCE

Downward movement of the ground beneath the **Buildings** (other than by the action of made-up ground settling or by structures bedding down within ten (10) years of construction).

TENANT

A person occupying **Your Property** by virtue of a **Tenancy Agreement**.

TENANCY AGREEMENT

1. A Tenancy Agreement in writing made between **You** and the **Tenant** which is an assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Tenancy Agreement in which the **Tenant** is a limited company.

In Northern Ireland the Agreement between **You** and the **Tenant** to let the **Property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a Tenancy Agreement in which the **Tenant** is a limited company or a Tenancy Agreement or Lease of a commercial premises.

2. Any other written residential occupancy agreement such as a Holiday Letting Agreement.

TERRORISM

For the purpose of the General **Policy** Exclusion (page 34) an act of Terrorism means the use of biological, chemical, and/or nuclear pollution or contamination and/or threat thereof by any person or group of 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 including the intention to influence any government and/or to put the public or any section of the public in fear.

UNATTENDED

Shall mean at least one person not in charge of keeping the **Property** under observation and able to observe any attempt by any person to interfere with the **Property** with a reasonable prospect (in **Our** opinion) of preventing any unauthorised interference.

UNFURNISHED

Without sufficient furniture and furnishings for living purposes. For example not having a bed, flooring, kitchen appliances and / or utensils to live there permanently.

UNITED KINGDOM

England, Scotland, Wales and Northern Ireland

UNOCCUPIED

Unfurnished or not lived in by **You** or **Your Family**, or any other person with **Your** permission, for more than sixty (60) consecutive days, irrespective of when the unoccupancy began.

VALUABLES

Articles of gold, silver, and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audiovisual equipment, computer equipment and **Collections** of stamps, coins, and medals all belonging to or the legal responsibility of **You** or **Your Family**. The **Maximum Claim Limit** for Valuables in **Your Home** is as shown on **Your Schedule** except as otherwise agreed by **Endorsement** added to **Your Schedule**.

VERMIN

Rats, mice, grey squirrels, pigeons, foxes, wasps or hornets.

VIRUS/ VIRUSES

A corrupting instruction from an unauthorised source that introduces itself through a computer system or network, being a program code, programming instruction, or any set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

The definition of a **Virus** or similar mechanism includes but is not limited to Trojan horses, worms, and logic bombs.

WATER TABLE

The top level of underground water which has saturated the soil. The Water Table may rise or fall depending on the level of rain, sleet, snow, dew etc. that filters in from upper levels of soil (unsaturated soil).

WE / US / OUR

The insurer, AmTrust Specialty Limited.

YOU / YOUR

The insured person(s) named in the **Schedule**.

SECTION 1: BUILDINGS

Please note that some **Buildings** covers will be restricted when **Your Home** is **Unoccupied** for more than sixty (60) consecutive days.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Loss or Damage to the Buildings by the following causes up to the Maximum Claim Limit/ Sum Insured as shown on Your Schedule</p> <ol style="list-style-type: none"> 1. Fire, Smoke, Explosion, Lightning, Earthquake. 2. Aircraft and other aerial devices or articles dropped from them. 3. Subsidence or Heave of the site on which the Buildings stand, or Landslip. 	<ul style="list-style-type: none"> • The Excess(es) shown in Your Schedule for each peril causes 1-12 listed as insured • Wet or dry rot. • Loss or damage due to any wear and tear or gradual deterioration. • Any wear and tear or gradual deterioration • Loss or Damage caused by scorching, melting or warping unless accompanied by flames.
<ol style="list-style-type: none"> 4. Storm, Flood or Weight of snow. 5. Riot, Civil Commotion, Strikes, Labour Disturbances. 6. Malicious Acts or Vandalism. 	<ul style="list-style-type: none"> • The Excess for Subsidence, Heave or Landslip shown in Your Schedule. • Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause. • Damage caused by: <ul style="list-style-type: none"> (a) the settlement or bedding down of new structures; (b) the settlement or movement of made-up ground; (c) coastal or river erosion; (d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations. • Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time and by the same cause. • Damage which originated prior to inception of this Policy. • Damage resulting from: <ul style="list-style-type: none"> (i) demolition, construction, structural alteration or repair to the Buildings; (ii) ground works or excavation. • Any Loss or damage where compensation is provided by contract or legislation. • Damage caused by chemical reaction with any materials which form part of the Buildings. • Damage within ten (10) years of construction caused by structures bedding down or made-up ground settling.
<ol style="list-style-type: none"> 7. Escape of Water from or freezing of water in a fixed water or heating installation, pipes, tanks or plumbed-in domestic appliance. Including repairs to pipes from where the water escaped. 	<ul style="list-style-type: none"> • Loss or damage caused: <ul style="list-style-type: none"> (a) by frost, Subsidence, Heave or Landslip; (b) to wooden fences, gates and hedges. (c) by a weather event that does not meet the definition of Storm as set out in the Definition of Terms. (d) to cellars and basements due to a rise in the Water Table; (e) by anything which happens gradually. • Loss or damage not reported to the Police within seven (7) days • Loss or damage caused after the Buildings have been left Unoccupied. • Loss or damage caused by You or Your Family or any person lawfully in Your Home. • The Policy Excess for Escape of Water claims as shown in Your Schedule • Loss or damage caused after the Buildings have been left Unoccupied. • Loss or damage caused by the failure or lack of sealant and/or grout in tiles, bath, WC's, shower basin and surrounds. • Repairs to tanks or appliances.

SECTION 1: BUILDINGS continued

WHAT IS INSURED	WHAT IS NOT INSURED
8. Impact with the Buildings by vehicles or animals.	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets or Vermin.
9. Theft or attempted theft.	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied. • Loss or damage whilst the Buildings or any part of them are lent, let, sub-let, or occupied by anyone other than You or Your Family, except where there is forcible and violent entry or exit. • Loss or damage caused by any person lawfully in Your Home. • Any theft or attempted theft of solar panels or wind turbines unless securely mounted in a non-accessible position.
10. Leakage of Oil from any fixed heating installation.	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied
11. Damage caused by falling trees or branches including the reasonable cost (in Our opinion) of the removal of the tree or branch causing damage to the Buildings by its fall.	<ul style="list-style-type: none"> • Loss or damage caused by maintenance to trees. • Loss or damage to gates and fences. • Loss or damage to aerials, dishes, and masts. • The cost of removal of any part of the tree that remains below ground,
12. Falling television or radio aerials, aerial fittings, satellite dishes or masts.	<ul style="list-style-type: none"> • Loss or damage to the aerials, aerial fittings, satellite dishes or masts themselves.

SECTION 1: BUILDINGS continued

Extensions automatically included in Section 1 Buildings

WHAT IS INSURED	WHAT IS NOT INSURED
<p>A. Additional Architect Fees and other Expenses We will pay the reasonable costs necessarily incurred by You with Our written consent as a result of Loss or damage by any of the Causes 1-12 of Section 1 of this Policy for:</p> <p>(a) Architects, surveyors, legal and other fees; (b) the cost of clearing the site and making the Buildings safe; (c) the additional Cost of Rebuilding or repairing the damaged part of the Buildings solely to comply with any government or local authority requirements, unless You were given notice of the requirement before the loss or damage occurred.</p>	<ul style="list-style-type: none">The Excess shown in Your Schedule.Fees for preparing any claim.Costs for complying with any requirements You were notified of before the loss or damage.
<p>B. Alternative Accommodation or Loss of Rent If the Home is damaged and made unfit to live in as a result of loss or damage by any of the Causes 1-12 of Section 1 of this Policy We will pay:</p> <ol style="list-style-type: none">up to a maximum of 20% of the Buildings Sum Insured for rent You are responsible for paying or would have received or;the reasonable extra accommodation costs, based on a property of a similar size and standard of accommodation incurred with Our written consent, for:<ol style="list-style-type: none">You, Your Family, andYour domestic pets. <p>until the Home is once again habitable.</p>	<ul style="list-style-type: none">The Excess shown in Your Schedule.Costs incurred after the Home is once again habitable.Costs incurred after twenty-four (24) months from the date You were forced to move out of Your Home.
<p>C. Your Liability to the Public as Property Owner We will pay up to the Maximum Claim Limit shown on Your Schedule for damages and claimants' costs and expenses which You become legally liable to pay for accidental:</p> <p>(a) death of, or bodily injury to or illness or disease of any person, or (b) Accidental Damage to material property</p> <p>In connection with any one claim or series of claims made against You arising out of any one event occurring during the Period of Insurance and incurred:</p> <p>(i) solely as owner (not as occupier) of the Home or the land belonging to the Home; or</p> <p>(ii) in connection with any previous private residence which You owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that You had disposed of all legal title and interest at the time of such occurrence;</p> <p>We will also pay the legal costs and expenses incurred with Our written consent in the defence of any claim made against You.</p> <p>If You cancel, or do not renew, Section 1 of Your Policy following the sale or disposal of Your Home the cover provided by paragraph (ii) for that Home will continue for seven (7) years after this cover Section expires.</p>	<ul style="list-style-type: none">Liability arising directly or indirectly from:<ol style="list-style-type: none">any profession, business, or employment;the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian-controlled vehicles);any agreement unless You would have been liable had the agreement not been made;death, injury, illness, or disease of any member of Your Family or a Domestic Employee.loss or damage to property owned, occupied, or in the custody or control of You, Your Family, or any Domestic Employee.any loss, damage, or liability arising from the ownership or usage of any permanent hot tub, jacuzzi or spa, unless it is used, maintained and serviced in accordance with the manufacturer's instructions and the cover is securely fixed in place at all times when not in use.Liability:<ol style="list-style-type: none">arising more than seven (7) years after the expiry or cancellation of Section 1 of this Policy;if You are insured under a more recently affected or current Policy.

SECTION 1: BUILDINGS continued

Extensions automatically included in Section 1 Buildings

WHAT IS INSURED	WHAT IS NOT INSURED
<p>D. Purchaser's Interest If You have contracted to sell the Buildings and the purchaser has not insured the property before the date of completion, the purchaser will have the contractual right to the benefit cover of Section 1 of this Policy between Exchange of Contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.</p>	
<p>E. Trace and Access We will pay for the reasonable costs with Our written consent in locating the source of any damage resulting from the Escape of Water or oil from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors, or ceilings.</p>	<ul style="list-style-type: none"> • The Excess shown in Your Schedule • Loss or damage to the heating or water system • Any amount in excess of £5,000
<p>F. Damage caused by Emergency Service Access We will pay up to the limit shown in Your Schedule in respect of damage to the Home and garden caused by forced access into Your Home by the Fire, Police, or Ambulance services as a result of an emergency.</p>	
<p>G. Door Locks and Alarm We will pay up to the limit shown in Your Schedule in respect of replacement locks for external doors to the Buildings or adapting the intruder alarm system if Your keys are stolen or lost.</p>	<ul style="list-style-type: none"> • The Excess shown in Your Schedule. • Thefts not reported to the Police.
<p>H. Damage to Underground Pipes and Cables We will pay up to the amount as shown on Your Schedule for:</p> <ul style="list-style-type: none"> • the cost of repair following Accidental Damage to cables, underground pipes, or underground tanks servicing the Home for which You are legally responsible. • breaking into and repairing an underground pipe for which You are legally responsible and which services the Home where it is essential to clear a blockage. 	<ul style="list-style-type: none"> • The Excess shown in Your Schedule. • Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. • Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

SECTION 1: BUILDINGS OPTIONAL ACCIDENTAL DAMAGE

Optional Accidental Damage cover You can choose to add to Section 1- Buildings

This cover Section does not apply unless Your Schedule states that **Accidental Damage** is included

WHAT IS INSURED	WHAT IS NOT INSURED
Accidental Damage to the Buildings Fixed Glass or Sanitary Ware We will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights, solar panels, or fixed sanitary ware in the Buildings , and ceramic hobs fixed to and forming part of the Home .	<ul style="list-style-type: none">• The Total Excess shown in Your Schedule for Accidental Damage.• Damage whilst the Buildings or any part of them are lent, let, or sub-let (other than as a Holiday Home), or are left Unoccupied or Unfurnished.• Damage caused by:<ul style="list-style-type: none">(i) faulty workmanship, defective design, or the use of defective materials;(ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and Vermin;(iii) chewing, scratching, fouling or tearing by domestic pets;(iv) movement, settlement or shrinkage in any part of the Buildings;(v) movement of the land belonging to the Buildings;(vi) demolition or structural alteration or repair.• Any destruction or damage otherwise shown as not insured under Section 1 Buildings of this Policy.• Market depreciation, the cost of maintenance and redecoration.• The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.• altering, washing, cleaning, restoring, maintaining, dismantling or misusing the Buildings.• Loss or damage caused to hot tubs whilst being installed or moved.
Loss of Domestic Oil/ Propane Gas We will pay up to the amount shown in Your Schedule for the cost of oil lost from domestic heating installation following Accidental Damage to any part of the domestic heating installation.	<ul style="list-style-type: none">• The Excess shown in Your Schedule.• Damage caused after the Buildings have been left Unoccupied or Unfurnished.• Damage to ceramic hobs in movable cookers.• Damage to secondary double glazing whilst removed for any reason.• Malicious damage caused by You, Your Family or any person lawfully in Your Home.
	<ul style="list-style-type: none">• The Excess shown in Your Schedule.• Loss otherwise shown as not insured under Section 1 of this Policy.• Any Loss if the Buildings have been left Unoccupied or Unfurnished.

SECTION 1:BUILDINGS

Basis of Claims Settlement and Maximum Claim Limit

For General Conditions and Exclusions which apply to all Sections of this **Policy**, see pages 31 - 34

- (a) **We** will pay up to the **Maximum Claim Limit/Sum Insured** as shown on **Your Schedule for Buildings** for the **Cost of Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under Section 1 of this **Policy**.
- (b) If the **Buildings** are not rebuilt or repaired, **We** will pay (at **Our** option) the difference between the market value of the **Buildings** before the loss or damage and the market value of the **Buildings** following the loss or damage.
- (c) If at the time of any loss or damage the **Maximum Claim Limit/Sum Insured** is less than the full **Cost of Rebuilding**, **We** will pay the cost of repair or replacement less a deduction for wear and tear (to be determined by **Us**).

Pairs, Sets or Suites

We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design, or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched. **We** will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item which means **We** will pay **You** for damaged items but not for the other pieces of the set or suite which are not damaged.

Automatic Reinstatement

We will not automatically reduce the **Maximum Claim Limit** by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out within a reasonable time (to be determined and advised by **Us**).

Guaranteed Rebuilding Cost Clause

We will pay, subject to the terms Conditions and Exclusions of Section 1 **Buildings**, such additional sums as are necessary to fully complete the reinstatement of the **Buildings** should the **Maximum Claim Limit** for **Buildings** prove inadequate, **provided that:**

1. The Rebuilding value used to calculate the **Buildings** premium at the inception of this insurance was based upon a professional **Buildings** Valuation, or **Your** mortgage lender which was in turn based on valuation criteria recommended by the Royal Institution of Chartered Surveyors (RICS) (or an alternative professional body approved by **Us**) for the cost of fully **Reinstating The Property** as described by **You** in **Your** application based on:
 - postcode location;
 - type of **Home** and construction materials used;
 - the date built;
 - number of **Bedrooms** declared at the start of the **Policy**, and;
 - any other features advised to **Us**
2. The **Sum Insured** used resulting from this initial rebuilding valuation has been continually reviewed or index-linked in accordance with changes in professional recommended rebuilding values.
3. Any alterations or additions that materially affect the reinstatement cost of the **Buildings** since the inception of this insurance such as an extension, or any additional building works have been notified to **Us** and the Rebuilding Value used adjusted accordingly.
4. In **Our** opinion it is possible to effect an economic repair or reinstatement of the **Buildings**.
5. Any independent professional valuation used to determine the true rebuilding costs in excess of the **Sum Insured** is provided by **You** at no cost to **Us**.
6. The property is NOT Grade 1 or Grade A Listed.

Maintenance

A well-maintained building should withstand all but the most severe weather conditions. It is important to remember that **You** are responsible for maintaining **Your Home** in a good state of repair. If the **Buildings** have not been maintained in a good state of repair, when assessing a claim, **We** will take into account the condition of **Your** property and **We** may refuse to pay the claim or **We** may reduce the amount of any payment **We** make for the claim.

We will not cover the costs of repairs or replacements, where the costs arise through **You** failing to regularly maintain the **Buildings** properly.

Repair Guarantee

All repairs carried out by approved contractors as a result of an insured claim under this Section of **Your Policy** are guaranteed for twelve (12) months.

When Buildings Cover starts for new mortgage borrowers

If **You** choose **Buildings** Insurance under Section 1, at the time of taking out a new mortgage with a UK lender, **Buildings** cover will be provided during the period between the exchange of contracts (conclusion of missives in Scotland) or offer, whichever is later, and **Your** mortgage completion date, provided the **Buildings** are not otherwise insured. This cover is automatically provided at no extra charge.

The terms and conditions of the cover provided during this period will be the same as those which apply after the completion of **Your** mortgage.

SECTION 1:BUILDINGS

Basis of Claims Settlement and Maximum Claim Limit

For General Conditions and Exclusions which apply to all Sections of this **Policy**, see pages 31 - 34

Basis of Premium Calculation

Your premium will be based on the adjusted **Sum Insured** and any index linking of this will continue during any repair or replacement following loss or damage, provided the **Maximum Claim Limit** provided by this **Policy** at the time of the damage is sufficient or exceeds the full rebuilding cost of Your property, and provided that You ensure that the work is carried out without undue delay.

Proportionate Remedy

We can proportionately reduce the sum paid out on a claim, where You have breached Your duty of fair presentation of the risk, but Your breach was neither deliberate or reckless, and We would have still entered into the **Policy**, but charged a higher premium.

Example:

If the cost of rebuilding the **Buildings** is more than Your sum insured at the time of any loss or damage, then We will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured.

If the premium You have paid for Your **Buildings** insurance is equal to 80% of what Your premium would have been if Your **Buildings** sum insured was adequate to rebuild Your **Buildings**, then We will pay up to 80% of the claim amount.

SECTION 2: CONTENTS

Please note that **Contents** cover will be restricted when **Your Home** is **Unoccupied** for more than sixty (60) days.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>We will pay up to the Maximum Claim Limit/ Sum Insured shown on Your Schedule for:</p> <p>Loss or damage to Your Contents by the following causes when in Your Home, and/or in the open within the boundaries of Your Home.</p> <p>High Risk Property, Valuables</p> <ul style="list-style-type: none">• The most We will pay for any one claim is the Maximum Claim Limit for High Risk Property shown in the Schedule.• The most We will pay for any one item is the Maximum Claim Limit for High Risk Items and Valuables shown in the Schedule. <p>Fine Art</p> <ul style="list-style-type: none">• The most We will pay for any one claim is the Maximum Claim Limit for Fine Art shown in the Schedule.• The most We will pay for any one item is the Maximum Claim Limit for Fine Art shown in the Schedule.	<ul style="list-style-type: none">• The Excess shown in Your Schedule for each peril cause 1- 12 listed as insured.• Wet or dry rot.• Loss or damage due to any wear and tear or gradual deterioration.
1. Fire, Smoke, Explosion, Lightning, Earthquake.	<ul style="list-style-type: none">• Any wear and tear or gradual deterioration.
2. Aircraft and other aerial devices or articles dropped from them.	
3. Storm , Flood or Weight of Snow.	<ul style="list-style-type: none">• Loss or damage to property in the open.
4. Subsidence or Heave of the site on which the Buildings stand, or Landslip .	<ul style="list-style-type: none">• Loss or damage caused by:<ul style="list-style-type: none">(a) the settlement or bedding down of new structures;(b) the settlement or movement of made-up ground;(c) coastal or river erosion;(d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.• Damage resulting from:<ul style="list-style-type: none">(i) demolition, construction, structural alteration or repair to the Buildings;(ii) ground works or excavation.• Loss or damage to any non-permanent hot tub, jacuzzi or spa that is situated on the land belonging to Your Home unless the exterior walls of the private dwelling are also affected at the same time by the same cause.• The Excess for Subsidence, Heave or Landslip as shown in Your Schedule
5. Riot, Civil Commotion, Strikes, Labour Disturbances.	<ul style="list-style-type: none">• Loss or damage not reported to the Police within seven (7) days.• Loss or damage to food in freezers and/or refrigerators caused by failure of the electricity supply as a direct or indirect result of a deliberate act including strikes by the supply authority and/or their employees.• Loss or damage caused after the Buildings have been left Unoccupied.• Loss or damage caused by You or Your Family or any person lawfully in Your Home.
6. Malicious Acts; Vandalism.	<ul style="list-style-type: none">• Loss or damage caused after the Buildings have been left Unoccupied.• Loss or damage caused by You or Your Family or any person lawfully in Your Home.

SECTION 2: CONTENTS continued

WHAT IS INSURED	WHAT IS NOT INSURED
7. Escape of Water from a fixed domestic water or heating installation or plumbed in domestic appliance, waterbed or fish tank.	<ul style="list-style-type: none"> • Damage to the installation or appliance from which the water escapes. • Loss or damage caused by the failure or lack of sealant and/or grout in tiles, bath, WC's, shower basin and surrounds • Loss or damage caused after the Buildings have been left Unoccupied. • Loss or damage to any non-permanent hot tub, jacuzzi or spa that is situated on the land belonging to Your Home
8. Impact by vehicles or animals.	<ul style="list-style-type: none"> • Loss or Damage caused by domestic animals.
9. Theft or attempted theft.	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished. • Loss or damage caused by any person lawfully in Your Home. • Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, unless involving entry to or exit from the Home by forcible and violent means or entry by deception. • Theft by deception unless deception is used solely as a means to enter the Home. • Theft of Personal Money unless involving entry to or exit from the Home by forcible and violent means or entry by deception. • In respect of self-contained Apartments/ Flats, theft of property in any common parts of the building to which any other occupiers have right of access, unless involving entry to or exit from the Building by forcible and violent means. • Loss or damage to Contents contained in Outbuildings or detached Garages, unless forcible and violent means are used to gain entry or exit. • Any amount exceeding £5,000 from detached Outbuildings and Garages.
10. Leakage of Oil from any fixed domestic heating installation.	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied. • Damage to the appliance from which the oil escapes. • Loss or damage that has been occurring gradually over a period of time.
11. Damage caused by falling trees or branches.	<ul style="list-style-type: none"> • Loss or damage arising from felling, lopping or topping of trees. • Loss or damage to gates and fences. • Loss or damage to aerials, dishes and masts. • The cost of removal of any part of the tree that remains below ground.
12. Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts.	<ul style="list-style-type: none"> • Loss or damage arising from erection, dismantling, repair or maintenance.

SECTION 2: CONTENTS continued

Extensions automatically included in Section 2: Contents

WHAT IS INSURED

A. Temporary Removal of Contents

We will pay for **Contents** lost or destroyed by any of the Causes 1-12 of Section 2 of this **Policy** whilst temporarily removed from the **Home** but remaining in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

For Student Family Members

- a) up to **Maximum Claim Limit** shown on **Your Schedule** per student in respect of **Contents** whilst a student member of **Your Family** lives in university halls of residence or in student accommodation.

For Mature Family Members

- a) up to **Maximum Claim Limit** shown on **Your Schedule** per **Family** member in respect of **Contents** whilst a **Family** member of **Your Family** lives in a care or nursing home or in sheltered accommodation.

Contents will also be covered in any bank or safe deposit box.

B. Alternative Accommodation or Loss or Rent

If the **Home** is damaged and made unfit to live in as a result of loss or damage by any of the Causes 1-12 of Section 2 of this **Policy**, We will pay up to 20% of the **Contents Sum Insured** for:

- 1) rent You are responsible for paying as the occupier or would have received, or;
- 2) the reasonable extra accommodation costs, based on a property of a similar size and standard of accommodation incurred with **Our** written consent, for:
 - (a) **You, Your Family**, and
 - (b) **Your** domestic pets.

until the **Home** is once again habitable.

C. Deep Freezer Contents

We will pay up to the **Maximum Claim Limit** shown on **Your Schedule** for food in a domestic deep freezer(s) in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

WHAT IS NOT INSURED

- The **Excess** shown in **Your Schedule**.
- A £250 **Excess** in respect of **Contents** whilst in university halls of residence or in student accommodation or in a care or nursing home or in sheltered accommodation.
- Loss or damage in a furniture depository.
- Loss or damage caused by **Storm** or flood to property not in a building.
- Loss or damage by theft unless involving forcible and/or violent means, or deception is used to gain entry to:
 - a) a building, or
 - b) in the case of halls of residence or student / sheltered accommodation, a locked room.

- The **Excess** shown in **Your Schedule**.
- Costs incurred after the **Home** is fit to live in again.
- Costs incurred after 24 months from the date **You** were forced to move out of **Your Home**.

- The **Excess** shown in **Your Schedule**.
- Loss due to the deliberate act of the supply authority.
- Loss if the freezer is more than ten (10) years old at the date of the loss.

SECTION 2: CONTENTS continued

Extensions automatically included in Section 2: Contents

WHAT IS INSURED	WHAT IS NOT INSURED
D. Home Office Business Equipment We will pay up to the Maximum Claim Limit shown on Your Schedule for loss or damage to Home Office Business Equipment within the Home .	<ul style="list-style-type: none">The Excess shown in Your Schedule.
E. Tenants Liability (applicable only if the Buildings are rented by You) We will pay any amount which You become legally liable to pay as a Tenant , (and not as an owner of the Buildings) up to the Maximum Claim Limit shown in the Schedule in respect of: (a) damage to the Buildings by any of the Causes 1-12 of Section 1 of this Policy ; (b) accidental breakage and damage as described in Section 1: Buildings Extensions C and D included in this Policy .	<ul style="list-style-type: none">The Excess shown in Your Schedule.Loss or damage caused after the Buildings have been left Unoccupied.Malicious Damage, theft or attempted theft, caused by You, Your Family or any other person lawfully in Your Home.
F. Contents in the Garden We will pay up to the Maximum Claim Limit shown on Your Schedule for loss or damage to Contents in the open and within the boundaries of the land belonging to Your Home . This includes non-permanent hot tubs, jacuzzis or spas, flowers, plants, shrubs or trees in pots or containers.	<ul style="list-style-type: none">The Excess shown in Your Schedule.Flowers, plants, shrubs, trees, and any growing matter not in pots or containers.Loss or damage caused after Buildings have been left Unoccupied.Loss or damage caused by Storm, Flood or Weight of Snow.
G. Keys and Door Locks We will pay up to the Maximum Claim Limit shown on Your Schedule for replacement Keys or locks for external doors, safes and alarms to the Buildings if Your keys are stolen or lost.	<ul style="list-style-type: none">The Excess shown in Your Schedule.Thefts not reported to the Police.Replacing Lost Keys & Locks to Outbuildings.
H. Loss of Oil and Metered Water We will pay up to the Maximum Claim Limit shown on Your Schedule for: (i) the cost of oil lost from a domestic heating installation following Accidental Damage to any part of the domestic heating installation; (ii) additional metered water charges incurred by You and resulting from any of the Causes 1-12 of the Contents Section of this Policy .	<ul style="list-style-type: none">The Excess shown in Your Schedule.Loss otherwise shown as not insured under Section 2 of this Policy.Loss if the Buildings have been left Unoccupied.
I. Reinstatement of Title Deeds We will pay up to the Maximum Claim Limit shown on Your Schedule for the replacement of title deeds to Your Home if they are lost, destroyed or damaged by any of the Causes 1-12 of Section 2 of this Policy while in Your Home or lodged with Your Solicitor , Bank , Building Society or Lender .	<ul style="list-style-type: none">The Excess shown in Your Schedule.Loss or damage caused by: wear and tear, depreciation, insects, Vermin, fungus, atmospheric or climatic conditions, wear and tear or gradual deterioration, confiscation or detention by order of any government, public or police authority.

SECTION 2: CONTENTS continued

Extensions automatically included in Section 2 Contents

J. Public and Personal Liability as Occupier

We will pay up to the **Maximum Claim Limit** shown on **Your Schedule** for damages and claimants' costs and expenses which **You** or any member of **Your Family** become legally liable to pay for accidental:

- a) death of, or bodily injury to or illness or disease of any person, or
- b) damage to material property.

We will pay up to the **Maximum Claim Limit** shown on **Your Schedule** in connection with any one claim or series of claims made against **You** or a member of **Your Family** arising out of any one event, occurring during the **Period of Insurance** and incurred:

- (i) solely arising as occupiers, (but not owners) of the **Home** or the land belonging to the **Home**; or
- (ii) in a personal capacity, (not as occupier or owner of any building or land) occurring in England, Scotland, Wales, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit;
- (iii) as a result of **Your** duties as a Neighbourhood Watch coordinator.

We will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

- Death, bodily injury, illness, disease to any member of **Your Family** or **Domestic Employee**.
- Loss of or Damage to property owned by, or in the custody or control of, **You** or any member of **Your Family** or any person permanently residing with **You**.
- Liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**.
- Liability arising directly or indirectly as a consequence of any criminal act by **You** or any member of **Your Family**.
- Any agreement unless **You** would have been liable had the agreement not been made.
- The ownership use or possession of any:
 - (i) lift, caravan, aircraft, or watercraft including jet-skis (other than the hand-propelled watercraft);
 - (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery);
 - (iii) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991;
- Any profession, business or employment.
- Any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the **United Kingdom**.
- Any loss, damage or liability arising from the ownership or usage of any non-permanent hot tub, jacuzzi or spa, unless it is used, maintained and serviced in accordance with the manufacturer's instructions and the cover is securely fixed in place at all times when not in use.

K. Reverse Liability Unpaid UK Court Awards

We will pay up to the **Maximum Claim Limit** shown on **Your Schedule** for costs which **You** have been awarded in any **Court** in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three (3) months of the award provided that:

- (i) if the position of **You** and the responsible party had been reversed, **You** would have been entitled to indemnity under this **Policy**;
- (ii) the liability giving rise to the Court award occurs during the **Period of Insurance**;
- (iii) **You** agree to allow **Us** to enforce any rights or remedies which **We** will become entitled to upon making payment.

- Any amount whilst any appeal is pending.

SECTION 2: CONTENTS continued

Extensions automatically included in Section 2 Contents

WHAT IS INSURED	WHAT IS NOT INSURED
<p>L. Accidents to Domestic Employees</p> <p>The cover provided by this Extension L is subject to the General Conditions, Claims Conditions, and Exclusions of this Insurance.</p> <p>We will pay up to the Maximum Claim Limit shown on Your Schedule for damages and claimants' costs and expenses which You or a member of Your Family become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any Domestic Employee made against You or Your Family arising out of any one event occurring during the Period of Insurance and arising out of and in the course of employment within England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family.</p>	<ul style="list-style-type: none">Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.Any agreement unless You would have been liable had the agreement not been made.Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom.Liability arising from any business or profession.Liability for death of, bodily injury to, or illness or disease of any member of Your Family.Liability for which compulsory insurance or security is required by any road traffic legislation.
<p>M. Fatal Accident</p> <p>We will pay up to the Maximum Claim Limit shown on Your Schedule if You or Your partner dies, either separately or together, as a result of an injury in the Home caused by fire or an assault by intruders, within ninety (90) days of the incident.</p>	<ul style="list-style-type: none">If the person is over seventy-five (75) years of age.If the incident is not reported within fourteen (14) days of the death.
<p>N. Weddings, Civil Partnerships, Birthdays, Birth of a Child, Anniversaries and Religious Festivals</p> <p>The Sum Insured shown in Your Schedule for Contents in the Home will be automatically increased as shown on Your Schedule:</p> <ul style="list-style-type: none">during the month of any religious festival or celebration;for thirty (30) days before and after Your wedding, civil partnership day or Birth of Your child; andfor seven (7) days after Your birthday or Your anniversary; <p>to cover gifts purchased for members of Your Family.</p>	<ul style="list-style-type: none">The Excess shown in Your Schedule.
<p>O. Shopping in Transit</p> <p>We will pay up to the Maximum Claim Limit shown on Your Schedule for loss or damage to food and domestic purchases whilst being transported by You from the shops to Your Home.</p>	<ul style="list-style-type: none">Theft from Unattended road vehicles, unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
<p>P. Breakage of Mirrors and Glass</p> <p>We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.</p>	<ul style="list-style-type: none">The Excess shown in Your Schedule for Accidental DamageLoss or damage caused after the Buildings have been left Unoccupied or Unfurnished.Malicious damage caused by You, Your Family, or any person lawfully in Your Home.Damage to ceramic hobs fixed to and forming part of the Home.

SECTION 2: CONTENTS OPTIONAL ACCIDENTAL DAMAGE

Optional Accidental Damage cover You can choose to add to Section 2 - Contents

This cover Section does not apply unless Your Schedule states that **Accidental Damage** is included.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Accidental Damage to Contents when inside Your Home.</p>	<ul style="list-style-type: none">• The Excess shown in Your Schedule for Accidental Damage.
	<ul style="list-style-type: none">(a) Money, Credit Cards, contact or corneal lenses, and food;(b) Loss or damage if the Buildings are lent, let or sub-let in whole or in part, or are left Unoccupied or Unfurnished;(c) Damage by scratching, denting, wear and tear, depreciation, insects, Vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or wear and tear or gradual deterioration, or any process of dyeing, cleaning restoration, repair or alteration;(d) Damage caused by domestic pets;(e) Damage caused by mechanical or electrical fault or breakdown or misuse;(f) Damage arising from depreciation or consequential loss;(g) Any loss, destruction or damage otherwise shown under Section 2 and any extension to Section 2 of this Policy as not insured.(h) Confiscation or detention by Customs, Police or other authorities.(i) Loss or damage to any non-permanent hot tub, jacuzzi or spa that is situated on the land belonging to Your Home
<p>Audio and Audio Visual Equipment</p> <p>We will pay up to the Maximum Claim Limit as shown on Your Schedule in respect of:</p> <p>Accidental damage, in Your Home, to the following electrical items that are not portable:</p> <ul style="list-style-type: none">a) Television sets,b) DVD players,c) Radiosd) Personal computers (including accessories)e) Game consolesf) Other audio-visual equipment. <p>which are owned by You or Your Family, or for which You are legally responsible whilst inside Your Home.</p>	<ul style="list-style-type: none">• The Excess shown in Your Schedule for Accidental Damage.• Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.• Damage to records, tapes, discs or computer software.• Damage caused by cleaning, fitting, adjustment, repair, or dismantling of the apparatus.• Damage caused after the Buildings have been left Unoccupied or Unfurnished.• Wear and tear and depreciation.• Malicious damage by You, Your Family or any person lawfully in Your Home.• Loss or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time.• Damage caused by Computer Viruses.
<p>Household Removals</p> <p>Accidental Damage to Contents whilst in transit by professional removal contractors from the Home to Your new permanent Home within England, Scotland, Wales, Northern Ireland and the Isle of Man including temporary storage up to forty-eight (48) hours.</p>	<ul style="list-style-type: none">• The Excess shown in Your Schedule.• Valuables and Money.• Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.• Any loss or damage not notified to the removal contractors within seven (7) days of the removal to Your new permanent Home.

SECTION 2: CONTENTS

Basis of Claims Settlement and Maximum Claim Limit

For General Conditions and Exclusions which apply to all sections of this **Policy**, see pages 31-34

- (a) **We** will pay up to the **Maximum Claim Limit** for **Contents** or other limits as shown in **Your Schedule** for the full cost of replacing as new (or at **Our** option **We** will replace as new) reinstating or repairing the lost or damaged **Contents** with a deduction for wear and tear (to be assessed by **Us**) made only in respect of clothing, household linen and **Pedal Cycles**, or paying **You** the cash equivalent.
- (b) The maximum amount **We** will pay in total in respect of any one incidence of loss or damage for **Fine Art** in the **Home** is up to the **Maximum Claim Limit** shown on **Your Schedule** except as otherwise agreed by any **Endorsement** shown to **Your Schedule** and the items specified in the **Endorsement** are in a locked safe or strong room with the keys removed.
- (c) The maximum amount **We** will pay in total in respect of any one incidence of loss or damage for **Valuables** and **High Risk Property** in the **Home** is 30% of the **Sum Insured** for **Contents**, except as otherwise agreed by any **Endorsement** shown to **Your Schedule** and the items specified in the **Endorsement** are in a locked safe or strong room with the keys removed.
- (d) The maximum amount **We** will pay for any one **Valuable item, Collection or High Risk Property** in the **Home** is as shown in **Your Schedule**. The limit for any one **Pedal Cycle** at the **Premises** is £500, unless specifically listed on **Your Schedule**.
- (e) The maximum amount that **We** will pay in respect of any one loss under Section 2 of this **Policy** is the **Maximum Claim Limit** for **Contents** stated in the **Schedule** for Section 2.
- (f) If at the time of any loss or damage the total true cost of replacing all of the **Contents** as new, (less an allowance assessed by **Us** for wear and tear for clothing, household linen and **Pedal Cycles**), is greater than the **Sum Insured** for **Contents** shown in the **Schedule** less any **Excess**, **We** will pay only up to the **Sum Insured**.
- (g) For **Fine Art, Antiques, Valuables** and Jewellery, If **You** surrender the undamaged item(s) of the pair or set to **Us**, **We** will pay **You** the full replacement cost of the entire pair or set.
If the remaining pieces or parts are not surrendered, **We** will pay **Your** claim as set out above.
- (h) In the event of a claim under this **Policy** **We** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- (i) In the event of loss or damage to any one article of Jewellery, or pair or set of articles where the value exceeds **£5,000** it will be necessary for a valuation in UK Sterling under three (3) years old (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

Partial loss or damage

In the event of partial loss or damage to an item of **Fine Art and Antiques**, **We** will pay the cost and expense of restoration together with any residual depreciation in value.

Collections of Stamps, medals, or coins

We do not cover any loss or damage to **Collections** caused by fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes.

We do not cover any loss or damage to **Collections** caused by them being worked on or being used as anything other than a **Collection**.

We do not cover any loss or damage to stamps and coins caused by them being handled or being worked on.

We do not cover the disappearance of an individual stamp/coin that is insured as part of a **Collection** unless it is mounted in a volume and the page is also lost.

We will only pay up to two thirds of the value of the stamps, as given in the Stanley Gibbons catalogue, current at the time of the incident, whichever is lower.

We will only pay up to 75% of the Seaby Valuation in respect of any coins or medals that are lost, stolen or damaged.

Gadgets

For insured **Gadgets** where possible, **We** will repair your **Gadget**. If not, **We** will replace it with an item of the same make, model and memory size or an item with an equivalent specification.

Pairs sets or suites

We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

We will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item which means **We** will pay **You** for damaged items but not for the other pieces of the set or suite which are not damaged.

SECTION 2: CONTENTS

Basis of Claims Settlement and Maximum Claim Limit

For General Conditions and Exclusions which apply to all Sections of this **Policy**, see pages 31-34

Automatic Reinstatement

The **Maximum Claim Limit / Sum Insured** for **Contents** shown in the **Schedule** will not be reduced by the amount of any claim unless **We** give written notice to the contrary.

Inflation Protection

The **Sum Insured** on **Contents** is the amount shown in the **Schedule** adjusted annually in line with the Durable Household Goods Section of the Consumer Price Index prepared by the Office for National Statistics. **Your** annual premium will be based on the adjusted **Sum Insured**.

Index linking will not apply where a fixed limit of indemnity is provided by the **Policy**.

Proportionate Remedy

We can proportionately reduce the sum paid out on a claim, where **You** have breached **Your** duty of fair presentation of the risk, but **Your** breach was neither deliberate or reckless, and **We** would have still entered into the **Policy** but charged a higher premium.

Example:

If the cost of replacing the **Contents** is more than **Your** sum insured at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of underpayment of premium that has arisen as a result of the shortfall in the sum insured.

If the premium **You** have paid for **Your** **Contents** insurance is equal to 80% of what **Your** premium would have been if **Your** **Contents** sum insured was adequate to replace or repair **Your** **Contents**, then **We** will pay up to 80% of the claim amount.

SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME

Under Part A and Part B (if included) cover is provided anywhere in the world for up to sixty (60) days in any one Period of Insurance.

Part A: Unspecified Articles, Personal Money, Credit Cards and Pedal Cycles

WHAT IS INSURED

Accidental loss or damage to unspecified articles up to the **Maximum Claim Limit(s)** as shown in **Your Schedule**

comprising:

- (i) Articles of gold, silver, and other precious metals, Jewellery, Watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except sports equipment, and mobile telephones),

up to the amount as shown on **Your Schedule**;

- (ii) Sports equipment and wearing apparel used for amateur sports purposes

up to the amount as shown on **Your Schedule**;

- (iii) Laptops, Notebooks, Tablets and personal electronic devices

up to the amount as shown on **Your Schedule**;

- (iv) Mobile telephones smart phones

up to the amount as shown on **Your Schedule**;

- (v) Loss of Personal **Money** belonging to **You** or **Your Family**

up to the amount as shown on **Your Schedule**.

Money is Personal **Money** held for private purposes by **You** or **Your Family** including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques (including traveller's cheques), saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Your liability under the terms of the Personal **Credit Cards** or Cash Dispenser Card Agreements including Cheque, Debit, Charge or Cash Cards, issued in the **United Kingdom** to **You** or **Your Family**, as a direct result of the theft and unauthorised use by persons not connected to or residing with **You**.

Unspecified Pedal Cycles

Accidental loss or damage to or Theft of **Pedal Cycles** owned by **You** or **Your Family** up to the **Maximum Claim Limit(s)** as shown in **Your Schedule**.

WHAT IS NOT INSURED

- The **Excess** shown in **Your Schedule**.
- Any loss or damage to contact or corneal lenses.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Documents or securities.
- **Household Goods** foodstuffs and domestic appliances.
- Property more specifically insured.
- Sports Equipment whilst in use.
- **Activity Sports** equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for potholing and mountaineering.
- Any amount in excess of £5,000 in total in respect of theft or disappearance of Jewellery from locked hotel or holiday accommodation during **Your absence**.
- **Collections** of stamps, coins and medals.
- Televisions, audio and audio-visual equipment.
- Theft from **Unattended** road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- Tools, equipment, cameras, or musical instruments used or held for business or professional purposes.
- Property used for any form of professional entertainment purposes.
- Loss or damage listed under General Exclusions.
- Depreciation in the value of **Money**.
- Loss of **Money** caused by accounting errors or omissions.
- Loss of **Money** not reported to the Police within twenty-four (24) hours of discovery of loss.
- Loss of **Money** held for business or professional purposes.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**.

- The **Excess** shown in the **Schedule**.

- Loss or damage listed under 'What is Not Insured' in Section 3.
- Loss or damage while being used for track racing or business purposes.
- Theft while away from the **Home** unless in a building or securely locked to an immovable object.
- Loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time.

SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME

Part B: Specified Articles as listed on Your Schedule

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Loss or damage to articles, Valuables and Personal Belongings as specified and listed in Your Schedule which have been accepted by Us and where suitable evidence of replacement value has been submitted.</p>	<ul style="list-style-type: none">• The Excess shown in the Schedule.• Loss or damage as listed under 'What is Not Insured' for Unspecified Items Section 3, Part A.• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.• Theft from Unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.• Loss of or damage to cycle accessories unless caused by an accident to the Pedal Cycle or unless the Pedal Cycle is stolen or destroyed by fire at the same time.

Basis Of Claims Settlement Personal Belongings Away from Home

- (a) We will pay up to the selected **Sum Insured** (subject to any **Maximum Claim Limit**) shown in **Your Schedule** for the cost of replacing as new (or at Our option We will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear (to be assessed by Us) made only in respect of clothing, sports equipment and **Pedal Cycles**.
- (b) In the event of loss or damage to any article forming part of a pair or set, We will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this **Policy**, We reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- (d) In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount We will pay for any one loss is £500 in respect of these items.
- (e) For insured **Gadgets**, where possible We will repair **Your Gadget**. If not, We will replace it with an item of the same make, model, and memory size or an item with an equivalent specification.

Cash Settlement

If an insured item cannot be replaced, We will make a cash settlement and Our payment will be based on a qualified opinion of the insured item's value immediately before the loss or damage. We will only pay You what it would have cost Us to repair or replace the item with Our own preferred suppliers and as if the repair work had been carried out without delay.

It is **Your** responsibility to prove any loss, so We recommend that You keep photographs, guarantee cards, instruction booklets and a full description of **Your** valuable items, including serial and model numbers, to make it easier to identify them.

You should also keep relevant proof of purchase and evidence of value, as We may ask You for these if You make a claim under this **Policy**.

Precious Stones (Regular Maintenance of Settings)

The setting of the stones in any individual item of Jewellery exceeding the replacement value of £5,000 MUST be examined by a competent jeweller once every three (3) years at least, and any defect remedied as soon as reasonably practicable at **Your** expense.

If You do not do this, such items of Jewellery will not be insured for accidental loss of stones.

Specified Items

The value of items such as Jewellery, Watches, works of art, curios and collections often varies independently of inflation. You should make sure that these items are insured for the correct amount at all times. If You have specified any items, please refer to **Your Schedule** and any **Endorsement** issued for details of how often these items should be revalued.

Your Sum Insured for Personal Belongings

If the total value of the unspecified items at the time of the loss or damage is more than **Your Sum Insured** for such items, then We will only pay a proportion of the claim.

However, if **Personal Belongings** are lost or damaged away from the **Home**, We will not take account of the value of **Personal Belongings** in the **Home** at the time of such loss or damage.

SECTION 3:PERSONAL BELONGINGS AWAY FROM HOME

What is not Insured by Section 3 Personal Belongings Away from Home

- (a) Electrical, electronic or mechanical breakdown or derangement.
- (b) Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature whilst in transit (other than Jewellery), unless caused by fire, theft or attempted theft.
- (c) Damage to watches and clocks caused by over-winding.
- (d) Loss of or damage:
 - (i) by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, **Vermin**, rust or any wear and tear or gradual deterioration, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - (ii) to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **You** or a member of **Your Family**);
 - (iii) arising from confiscation or detention by Customs or other officials;
 - (iv) to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- (e) Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- (f) Theft of **Unattended Pedal Cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- (g) Loss or damage:
 - (i) to any **Pedal Cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them;
 - (ii) to tyres and accessories of any **Pedal Cycles** unless the **Pedal Cycle** is lost or damaged at the same time.

GENERAL POLICY CONDITIONS - Which apply to ALL Sections of this Policy

Duty of Care

If You must take actions to prevent loss or damage to Your Property and ensure that Your Property is maintained in a good state of repair. All protections installed for the protection of the Building must be regularly maintained and be in use when the Building is left Unattended or Unoccupied.

Minimum Security Conditions

If You live in certain areas, We may insist that You have higher security locks and, in some cases, an alarm system fitted to meet Our Minimum Security Requirements. To reduce Your premium, You may have told Us that You have fitted these locks or an approved alarm voluntarily.

We will print an Endorsement on Your Schedule showing the security measures You have told Us are fitted, when You must use them and the cover that is excluded if You do not use them.

If You fail to comply with these conditions, We may not pay Your claim or any payment could be reduced, in respect of loss or damage resulting from Theft or attempted Theft or Malicious Damage

1. Compliance with Conditions

These conditions apply to all sections of the Policy and to all extensions. You and all members of Your Family permanently residing with You must comply with the terms and conditions of this Policy. Any person or entity seeking the benefit of this Policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2. Your Duty to Prevent Loss or Damage

You and any person seeking the benefit of this Policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.

3. Your Personal Representatives

If You die, We will insure Your legal personal representatives for any liability You had previously incurred under the Policy, provided they fulfil the terms of the Policy.

4. Change in Circumstances

You must inform Us of any change in circumstances which increases the risk of loss, injury or damage. In particular You must notify Us of any change in the number of Bedrooms from that shown in Your Schedule and if You change Your address. We must also be advised if at any time the value of the Contents exceeds the Maximum Claim Limit shown in Your Schedule.

This is the condition of the insurance that You need to meet as Your part of this contract. If You do not meet this condition, We may need to reject a claim payment or a claim payment could be reduced. In some circumstances Your Policy may not be valid.

5. Cooling Off Period

If You decide not to proceed with this Policy, please return it within fourteen (14) days of receipt. Providing You have not made a claim and as long as no incidents have arisen that could result in a claim under the Policy, We will refund any premium You have paid.

6. Fraudulent Claims

If You, or anyone acting for You, make a fraudulent claim under this insurance contract, We:

- a. Are not liable to pay the claim; and
- b. May recover from You any sums paid by Us to You in respect of the claim; and
- c. May by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.

If We exercise Our rights under clause 6.c above:

- i. We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii. We need not return any of the premiums paid.

7. Arbitration

Where We have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by You and Us in accordance with the law in force at that time. When this happens Legal Proceedings cannot be started against Us until the arbitrator has reached a decision.

8. Other Insurances

If at the time of any loss, damage or liability arising under the Policy there is any other insurance covering the same loss, damage or liability We will pay only Our rateable proportion of the loss.

9. Notification of a Claim

When You become aware of a possible claim under this Policy, You must notify the Claims Administrators in writing as soon as possible. The Police must be advised as soon as practicable of any loss or damage arising from Theft, attempted Theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. You must provide the Claims Administrators with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on You or Your Family in connection with a possible claim must be sent to the Claims Administrators, as soon as it is practicable. You must not answer any correspondence or admit, deny or negotiate any claim without Our written consent. This is the condition of the insurance that You need to meet as Your part of this contract. If You do not meet this condition, We may need to reject a claim payment or a claim payment could be reduced. In some circumstances Your Policy may not be valid.

GENERAL POLICY CONDITIONS - Which Apply to ALL Sections of this Policy

10. Our Rights After a Claim

We or Our representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to Us. We may conduct, in Your name and on Your behalf, the defence or settlement of any legal action and take proceedings at Our own expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this Policy.

11. Payment of Premium

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

Where the premium is being paid by Direct Debit, the due date will be in accordance with the premium repayment schedule advised by the premium financier used by Your usual insurance advisor or intermediary.

Where the Policy is cancelled mid-term and a claim has occurred and been paid by Us during the Period Of Insurance in which the Policy is to be cancelled, refund of premiums will be made at Our discretion.

If Your Policy has been issued for a period of less than twelve (12) months and You wish to cancel Your Policy after fourteen (14) days, there will be no return of premium.

12. Payment of Claims

In the event of a claim being made under this Policy and the premium is being paid by direct debit instalments which are unpaid or overdue, We reserve the right to deduct from any settlement We make any outstanding premium payment due to Us.

The maximum limit placed on any benefit or indemnity of any kind payable under this Policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this Policy and Our maximum liability shall not as a result be increased above the amount that would have been payable if You were the only person or entity that was entitled to contractual rights under the Policy.

13. Person(s) Entitled to Seek Any Benefit

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this Policy We shall not be under any duty to inquire into or investigate the priority of any such persons or entities.

Any receipt by Us of a claim form or evidence from any such person or entity, shall be understood to be given on behalf of all such persons or entities that may be entitled to contractual rights under this Policy.

14. Law Applicable to the Policy

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

15. Claim Free Years Discount

You will be entitled to a No Claims Discount, if no claims are made in any one Period of Insurance. The number of claim free years will be shown on Your Schedule and a discount advised by Us will be included in Your renewal premium.

16. Arkel Underwriting's Protection Notice

Arkel Underwriting collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet their legal obligations.

This information includes details such as Your name, address and contact details and any other information that We collect about You in connection with the insurance cover from which You benefit. This information may include more sensitive details such as information about Your health and any criminal convictions You may have.

In certain circumstances, Arkel Underwriting may need Your consent to process certain categories of information about You (including sensitive details such as information about Your health and any criminal convictions You may have). Where they need Your consent, they will ask You for it separately. You do not have to give Your consent and You may withdraw Your consent at any time. However, if You do not give Your consent, or You withdraw Your consent, this may affect their ability to provide the insurance cover from which You benefit and may prevent Us from providing cover for You or handling Your claims.

The way insurance works means that Your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Arkel Underwriting will only disclose Your personal information in connection with the insurance cover that they provide and to the extent required or permitted by law.

Other people's details You provide to Us

Where You provide Arkel Underwriting or Your agent or broker with details about other people, You must provide this notice to them.

Want more details?

For more information about how Arkel Underwriting use Your personal information please see their full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting Arkel Underwriting and Your rights

You have rights in relation to the information Arkel Underwriting hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how they use Your information or request a copy of their full privacy notice(s), please contact them, or the agent or broker that arranged Your insurance who will provide You with their contact details.

GENERAL POLICY CONDITIONS - Which Apply to ALL Sections of this Policy

17. Our Data Protection Notice

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Specialty Limited. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.amtrusteurope.com

How We use Your Personal Data and who We share it with

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research, or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safe guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Sensitive Personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed, and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

18. Proof of value and ownership

It is **Your** responsibility to prove any loss, so **We** recommend that **You** keep photographs, guarantee cards, instruction booklets and a full description of **Your** valuable items, including serial and model numbers, to make it easier to identify them.

You should also keep relevant proof of purchase and evidence of value, as **We** may ask you for these if **You** make a claim under this **Policy**.

19. New for Old cover

Where **New for Old** coverage is provided, it is imperative that the **Maximum Claim Limit/ Sum Insured** is adequate for the coverage provided. It is **Your** responsibility to ensure that the chosen **Maximum Claim Limit/ Sum Insured** is sufficient at all stages of the insurance lifecycle (being from the initial **Proposal Form** through the duration of the **Period of Insurance**). It is also important that **You** are fully aware of **Your** responsibility to keep the **Maximum Claim Limit/ Sum Insured** under review and increase it if necessary, during the **Period of Insurance** and to be prepared to pay an additional Premium if required by **Us**. **WE WILL NOT PAY MORE THAN THE MAXIMUM CLAIM LIMIT /SUM INSURED.**

GENERAL POLICY EXCLUSIONS - Which Apply to ALL sections of this Policy

What is not insured by this Policy

1. Loss or destruction of, or damage to any property or any direct or indirect loss, or any legal liability directly or indirectly caused by or contributed to or arising from:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
This exclusion does not apply to the Accidents to **Domestic Employees** Section 2 (L).
 - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This exclusion does not apply to Accidents to **Domestic Employees** Section.2 (L).
 - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from Theft, attempted Theft or malicious acts by **You** or **Your Family**.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period Of Insurance**.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
5. (a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part of thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - (i) A failure of that item of any part thereof to correctly recognise a date change,
 - (ii) **Computer Viruses**.
(b) Legal expenses or legal benefits or liability arising from (a) above,

EXCEPT

Where the loss or damage would fall to be dealt with by virtue of the operation of Causes 1 to 12 inclusive under Section 1 **Buildings** and Section 2 **Contents** of this **Policy**.

6. Loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising and damage directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of **Terrorism**. This exclusion does not apply to Accidents to **Domestic Employees** Section 2 (L).
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **Vermin**, insects, moths, mould, fungus.
8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any indirect loss of any kind.
9. Any loss or damage or liability due to or happening through confiscation or detention by customs or other officials or authorities.
10. Any loss or damage or liability arising out of activities of contractors.
11. (a) Cyber
loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer **Virus**;
 - iii. any computer related hoax relating to i and/or ii above.
(b) Electronic Data
loss of or damage to any electronic data (for example files or images) wherever it is stored.
12. Infectious or Contagious Disease
Your Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
 - a) infectious or contagious disease;
 - b) any fear or threat of a) above; or
 - c) any action taken to minimise or prevent the impact of a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
13. Sanction Limitation and Exclusion Clause
We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.
14. Any loss or damage which started prior to the **Period Of Insurance**.
15. Any loss or damage arising from faulty workmanship, defective design, or use of defective materials.

CLAIMS PROCEDURES AND CONDITIONS

The following conditions apply to all Sections of this **Policy**.

If **You** need to make a claim under this **Policy**, **You** must do the following:

1. Check that the claim is covered by **Your Policy**. Each Section of the **Policy** tells **You** what is covered and what is not covered. The 'Basis of Settlement' paragraph will tell **You** how the claim will be settled, provided that the **Policy** conditions are fulfilled. Please bear in mind that an Insurance **Policy** is NOT a contract that covers routine repair, maintenance or decoration. Please quote **Your Policy** Number in all correspondence.
2. Contact **Our Claims Administrators** service to provide full details of **Your** claim as soon as possible after the event and always within thirty (30) days. Write to:

For Loss or Damage to Your Property and for Section 2L Accidents to Domestic Employees.
Claims Administrators
CPA Chartered Loss Adjusters
Claims Helpline Telephone: 0117 929 9255 (9 a.m. – 5 p.m. Mon-Fri)
Claims Address: Queen Charlotte House, Queen Charlotte Street, Bristol BS1 4HQ
Claims Email: bristol@cpadjusting.com
Please contact Us and We will provide You with a claim form
If you have an urgent situation outside normal business hours and need to notify a new claim, you can call: 0117 9388386.

If the damage is serious or caused by riot, immediate telephone contact is essential as the **Claims Administrators** may need to arrange inspection of **Your** property by a member of their Claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay the fee.

We may well be able to settle **Your** claim from the information provided in **Your** claim form, but **We** may require further information, or ask **You** to provide documentation in support of **Your** claim.

Large Buildings Damage: Repairs and Project Management

1. For any **Buildings Damage** insured by **Your Policy**, the **Claims Administrators** will be pleased to assist **You** with practical help and advice.

They will arrange for dedicated on site help and advice concerning **Your** claim via **Our** specialist Claims partners who will provide a high quality, on site project managed property reinstatement service, who will be on hand at all times to help **You** and will manage the following from start to completion

- ✓ drive the programme to complete on time, and on budget
- ✓ deal with all those small issues to keep a complex project running smoothly
- ✓ Eliminate inconsistent service

This service is designed to get **Your Home** back to the condition prior to the loss as quickly as possible with the minimum of inconvenience to **You**.

2. **We** may well be able to progress and settle **Your** claim from the information provided in **Your** Claim Form but **We** may require further information, or need to ask **You** to provide documentation in support of **Your** claim for lost or damaged **Personal Effects** and jewellery.
3. It is **Our** option whether **We** pay to replace as new, reinstate, repair or pay a cash alternative.

If **You** would prefer a cash alternative, **We** may restrict this to an amount equal to the discounted replacement price **We** would pay in similar circumstances.

Guidance Notes on how to make a claim

1. Check the **Schedule** to confirm that the appropriate Section of the **Policy** is operative
2. If the loss or damage was caused by theft, attempted theft, loss of **Money**, malicious damage, violent disorder, riots or civil commotion, immediately tell the police and get a crime reference number and tell **Us** within seven (7) days of the event.
3. Take all necessary steps to reduce further loss, damage, or injury.
4. At **Your** own expense, the **Claims Administrators** may ask **You** to provide them with all the information, evidence and help they need to investigate the claim, including written estimates, reports, and evidence of ownership and value, which may include original receipts, invoices, bank or credit card statements.
5. **You** may carry out any temporary repairs that are necessary to reduce any further loss or damage but do not carry out any permanent repairs without first getting **Our** written permission.

6. You must not, under any circumstances, admit any liability or responsibility or negotiate or settle any part of any claim without first getting the **Claims Administrators** permission in writing.
7. You must not destroy or get rid of any damaged items without the **Claims Administrators** agreement, as they may need to inspect them.
8. Without delay tell the **Claims Administrators** and provide full details in writing if someone is holding You or Your Family responsible for damage to their property or for injury to them. You must send the letter of claim, claim form, writ, summons, or other legal document as soon as possible. Do not answer these and do not admit liability.
9. You must co-operate with the **Claims Administrators** (and Our appointed representatives if this applies) in investigating and assessing any claim or circumstances which may lead to a claim. This may include checking the information You gave Us when You applied for this insurance.

If You fail to meet any of these conditions, We may refuse to pay the claim or pay only part of Your claim.

When the **Claims Administrators** receive a claim, they may do the following:

1. Enter any **buildings** following loss or damage.
2. Carry out any work that is needed to reduce any further loss or damage and secure the site to prevent unauthorised entry, especially if the site may be a risk to health and safety.
3. Negotiate, defend, or settle any claim made against You.
4. Prosecute or start court proceedings against any other person or business in Your name for Our benefit in respect of any claim We may have to pay.
5. Arrange for an approved contractor to complete rebuilding work, repairs, or replacements, and dispose of any damaged items appropriately. We have the right to choose which contractors to instruct to carry out the work.

Should You have any queries, please contact the insurance adviser who sold You this **Policy** who will, if necessary, refer to the **Claims Administrators** on Your behalf

If someone is holding You responsible for damage to their property or for bodily injury to them You must, and this is most important:

- advise the **Claims Administrators** /Your insurance adviser as soon as practicable giving full details of the incident in writing.
- send to the **Claims Administrators** any letters, documents, writ or summons, or other legal documents which have been served on You or any member of Your Family, unanswered and without delay.
- do NOT engage in correspondence or dialogue with the other person but allow the **Claims Administrators** to deal with the matter on Your behalf.
- should You have any queries, please contact Your insurance adviser who will, if necessary, refer them to the **Claims Administrators** on Your behalf

HOW TO MAKE AN ENQUIRY ABOUT YOUR POLICY

If **You** have an enquiry, question, or concern regarding the administration of **Your Policy** please contact **Your** insurance broker/intermediary.

Please quote **Your Policy** Number in all correspondence

HOW TO MAKE A COMPLAINT ABOUT YOUR POLICY

IF YOUR COMPLAINT IS ABOUT YOUR POLICY OR HOW IT WAS SOLD TO YOU

If **You** have a query or complaint regarding the way the **Policy** was sold, or the administration of **Your Policy**, **You** should refer to **Your** Insurance Intermediary who sold the **Policy** to **You**.

IF YOUR COMPLAINT IS ABOUT YOUR CLAIM

What to do if you are unhappy with any aspect of your claim

We believe that **You** deserve to be treated in a courteous, fair, and prompt manner. Our goal is to provide an excellent service to all of Our clients and their customers.

If there is an occasion when **You** feel let down, then please let **Us** know immediately.

We take all customer complaints seriously and We have established the following complaint procedure to resolve **Your** concerns quickly and fairly.

Step 1: Within three business days of receiving your complaint:

Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint.

A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

Step 2: If your complaint cannot be resolved within three business days:

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Complaints Manager who will keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter/email explaining the outcome of Our investigation, the reason for it, and the next steps; or
- A holding letter/email confirming when We anticipate We will have concluded Our investigation.

A complaint can be submitted to the Complaints Manager as follows:

In writing: CP Adjusting Ltd, Queen Charlotte House, Queen Charlotte Street, Bristol, BS1 4HQ

Telephone: 0117 929 9255

E-mail: bristol@cpadjusting.com

After receiving a final response letter/email or if We have been unable to conclude Our investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service.

We will provide full details of how to do this in Our final response or holding letter/email. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

E-mail: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

The Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it first, or if **You** are:

- a micro-enterprise with more than 10 employees and a turnover or annual balance sheet of more than €2 million; or
- a small medium business (SME) with an annual turnover above £6.5 million and 50 employees or more, or a total annual balance sheet above £5 million.
- a trustee of a trust with a net asset value of more than £5 million; or
- a charity with an annual income of more than £6.5 million.

Following this complaint procedure does not affect **Your** rights to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If We cannot fulfill Our obligations under this contract, **You** may be entitled to compensation under the Scheme. For further information see www.fsics.org.uk



Arkel Underwriting is a trading name of Arkel Limited which is registered in England under company number 11031900

Registered address: 22-23 Cromwell Business Park, Banbury Road, Chipping Norton, Oxfordshire OX7 5SR

Arkel Limited is authorised by the Financial Conduct Authority (FRN 916682).

This information can be checked by visiting the FCA Register <https://register.fca.org.uk/>