

Pen Underwriting Limited

Thatch

2016

Home Insurance Certificate

Underwritten by Ageas Insurance Limited and Royal & Sun Alliance Insurance plc

---

## **Index**

---

This is your Home Insurance policy document.

If you have any questions about this document, please contact your broker who will be pleased to help you.

	<b>Page</b>
<b>Index</b>	A guide to this document 2
<b>The contract of Insurance</b>	Details of the contract between you and us 3
<b>Your Cancellation Rights</b>	How to cancel your policy 4
<b>Introduction</b>	5
<b>Definitions</b>	The meaning of certain words and phrases 6
<b>General Conditions</b>	Certain conditions that you must keep to 9
<b>General Exclusions</b>	Restrictions which apply to your insurance 13
<b>Claims Conditions</b>	Claims conditions that you must keep to 16
<b>Section one - Buildings</b>	18
<b>Section two - Contents</b>	24
<b>Section three - Accidents to domestic staff</b>	30
<b>Section four - Legal Liability to the Public</b>	31
<b>Section five - Valuables and personal possessions</b>	34
<b>Section six - Domestic freezer cover</b>	36
<b>Section seven - Pedal cycle cover</b>	37
<b>Section eight - Money and bank card cover</b>	38
<b>Endorsements</b>	Specific endorsements applicable to an individual policy 39
<b>Complaints</b>	How to make a complaint 42

---

## The Contract of Insurance

---

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

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates ONLY to those sections of the certificate which are shown in the **schedule** as being included.

### COMPENSATION

Ageas Insurance Limited and Royal & Sun Alliance Insurance plc are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if insurers are unable to meet their liabilities under this policy. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

Further information about this scheme is available from:

Financial Services Compensation Scheme,  
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
Tel: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

### LAW APPLICABLE

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

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

### LANGUAGE OF CONTRACT OF INSURANCE

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

This insurance is underwritten by a consortium of the following leading UK insurers:-

#### Ageas Insurance Limited

Ageas Insurance Limited (Registered number: 354568) is registered at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

#### Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (Registered number: 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

Details of each insurer's proportionate liability will be provided upon request.

### Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer, or co-insurer who for any reason does not satisfy all or part of its obligations.

---

## Your Cancellation Rights

---

If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your schedule**. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

### Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

### Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

### Where we cancel your policy

Please also refer to the Fraud conditions and Changes in Circumstances contained in the General Conditions section of this policy.

**We** may also cancel the policy where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

**We** will contact you at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days' notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

**We** also reserve the right to terminate the policy in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **you** 14 days' notice at **your** last known address.

---

## Introduction

---

This contract of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

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

Please tell **your** broker within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **your** broker if **you** require a copy of **your** application form / Statement of Fact or **your schedule**.

**You** must also tell **your** broker within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the buildings. **You** do not need to tell **us** about internal alterations to the buildings.
- if someone other than **your** family is going to live in the home,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule**,
- of any change to the use of the home. For example, if the buildings are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the buildings. For example, if the buildings are to stop being **your** permanent residence or are to be unoccupied for any continuous period exceeding 30 days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact **your** broker.

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

### Important Notice:

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

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

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

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

---

## Definitions

---

Wherever the following words appear in this insurance they will have the meanings shown below.

<b>Accidental Damage</b>	Physical damage caused suddenly and unexpectedly by an outside force.
<b>Bank cards</b>	<b>Credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards.
<b>Bodily injury</b>	<b>Bodily injury</b> includes death or disease.
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• permanently installed swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally liable within the <b>premises</b> named in the <b>schedule</b>.</li></ul>
<b>Contents</b>	<p>Household goods and personal property, within the <b>home</b>, which are <b>your</b> property or which <b>you</b> are legally liable for.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• tenant's fixtures and fittings;</li><li>• carpets;</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>;</li><li>• <b>contents</b> outside the <b>home</b> but within the <b>premises</b> up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>);</li><li>• <b>money</b> and <b>bank cards</b> up to £300 in total;</li><li>• deeds and registered bonds and other personal documents up to £1,500 in total;</li><li>• stamps or coins forming part of a collection up to £1,250 in total;</li><li>• gold, silver, gold and silver plated articles, jewellery and furs up to £5,000 or 20% of the sum insured for <b>contents</b> whichever is less, within the private dwelling;</li><li>• domestic oil in fixed fuel oil tanks up to £1,000</li></ul> <p><b>Contents</b> does NOT include:</p> <ul style="list-style-type: none"><li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property held or used for business purposes</li><li>• any property insured under any other insurance.</li></ul>
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The amount payable by <b>you</b> in the event of a claim as stated in the Certificate of Insurance.
<b>Family</b>	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. <b>Family</b> does not include lodgers or tenants.

---

## Definitions (continued)

---

<b>Heave</b>	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground..
<b>Home</b>	The private dwelling and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	<ul style="list-style-type: none"><li>• current legal tender, cheques, postal and money orders</li><li>• postage stamps not forming part of a stamp collection</li><li>• savings stamps and savings certificates, travellers' cheques</li><li>• premium bonds and gift tokens</li></ul> all held for private or domestic purposes.
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Personal possessions</b> the person	<p>Clothing, baggage, sports equipment and other items normally carried about and all of which belong to <b>you</b></p> <p><b>Personal possessions</b> does NOT include:</p> <ul style="list-style-type: none"><li>• <b>money</b> and <b>bank cards</b></li><li>• pedal cycles.</li></ul>
<b>Portable Computers</b>	Any electronic equipment designed to be portable
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitaryware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	Downward movement as a result of the ground being compressed by the weight of the building.
<b>Subsidence</b>	Downward movement of the site on which <b>your</b> buildings stand by a cause other than the weight of the buildings themselves.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• jewellery</li><li>• furs</li><li>• gold, silver, gold and silver plated articles</li><li>• pictures.</li></ul>

---

## Definitions (continued)

---

<b>We / us / our</b>	Ageas Insurance Limited and Royal & Sun Alliance Insurance plc.
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker</b>	The insurance broker who placed this insurance on <b>your</b> behalf.



---

## General Conditions applicable to the whole of this insurance

---

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

It is a condition precedent to the liability of Underwriters and cover is conditional upon these requirements being strictly adhered to:

1. Chimneys
  - All chimneys to boilers and open fires are kept in a good state of repair and that they are professionally cleaned along the entire length at least once a year before winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney.
  - All chimneys to solid fuel stoves or burners are kept in a good state of repair and that they are professionally cleaned along the entire length at least twice a year before and during winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney.
  - All chimneys to solid fuel stoves or burners must be professionally lined and insulated.
2. Thatchburn  
All old thatch and thatching are to be taken away from the site for burning or burnt more than 100 meters from the premises.
3. Bonfires  
**You** must not allow any bonfires/incinerators within **your** control to be lit within 100 meters of the premises.
4. Stoves  
Any stove which has been notified to **us** as being unused or dormant will not be used for any purpose.
5. Naked Flames  
No naked flames or tools producing naked flames are present in the attic or loft space at any time.
6. Electrical Wiring  
The electricity supply system must be inspected and tested at least once every 10 years, or as stated on the Current Electrical Certificate, by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers. A certificate of compliance issued by the Inspector is to be produced at inception and lodged with the broker who placed this insurance after each inspection.

### Your duties

1. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy.
2. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
3. **You** must ensure that all chimney liners and insulation to solid fuel stoves or burners are professionally checked at least every three years and any recommendations to correct identified faults are carried out.
4. **You** must lodge with **your** Broker the original dated receipts for all Chimney cleaning operations (including where possible any cleaning operation carried out in the year prior to the inception of this insurance).
5. **You** must ensure neighbours are informed of the risk that garden fires could cause to **your** property and encouraged not to light any bonfires/incinerators within 100 meters of **your** premises.
6. **You** must ensure that all Thatch is checked by a suitably qualified Thatcher at least once every 10 years and any recommendations complied with immediately.
7. **You** must ensure that there is at least one fully working water fire extinguisher on each level, and a fire blanket and 2kg dry powder extinguisher is in each kitchen.
8. **You** must ensure that a smoke detector is fitted in the highest point of the roof void (where this is possible) and this should be linked to a second alarm sited in the hallway or landing. With this type of system, any smoke detected in the roof will sound the alarm in the house. For maximum protection, an alarm should be fitted in every room (except the kitchen, bathroom and garage).
9. **You** must also tell **your** broker within 14 days of becoming aware:
  - of any intended alterations, extension or renovation to the buildings. **You** do not need to tell **us** about internal alterations to the buildings;
  - if someone other than **your** family is going to live in the home;
  - of any change that may result in an amendment to the amounts insured or the limits that are shown in **your** schedule;

---

## General Conditions applicable to the whole of this insurance (continued)

---

- of any change to the use of the home. For example, if the buildings are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work);
- of any change to the occupancy of the buildings. For example, if the buildings are to stop being **your** permanent residence or are to be unoccupied for any continuous period exceeding thirty days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

### Transfer of interest

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

### Change in circumstances

Using the address on the front of **your schedule**, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes;

- **you** are going to move **home** permanently;
- someone other than **your** family is going to live in **your home**;
- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be unoccupied;
- work is to be done on your home which is not routine repair, maintenance or decoration for example, any structural alteration or extension to **your home**;
- the number of bedrooms in **your home** has changed;
- **you** or any member of **your** family has received a conviction for any offence except for driving;
- any part of **your home** is going to be used for any trade, professional or business purposes;  
There is no need to tell us about trade, professional or business use if:
  - The trade, professional or business use is only clerical; and
  - **You** do not have staff employed to work from **your home**; and
  - **You** do not have any visitors in **your home** in connection with **your** trade, profession or business; and
  - **You** do not keep any business money or stock in **your home**;
- any increase in the value of **your contents** or the rebuilding cost of **your buildings**.

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

### Data Protection Act 1998

#### How we use your Information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

#### Who we are

This insurance is underwritten by a consortium of two leading UK insurers, being Ageas Insurance Limited and Royal & Sun Alliance Insurance plc. **You** are giving your information to Ageas Insurance Limited and to Royal & Sun Alliance Insurance plc and their associated group companies (the Group). In this information statement, '**we**' '**us**' and '**our**' refers to the Group unless otherwise stated.

---

## General Conditions applicable to the whole of this insurance (continued)

---

### How your information will be used and who we share it with

**Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties. If **you** contact **us** electronically, **we** may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

**We** may use and share your information with other members of the Group to help **us** and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **our** services, systems and relationships with **you**;
- Understand **our** customers' requirements;
- Develop and test products and services.

**We** do not disclose **your** information to anyone outside the Group except:

- Where **we** have **your** permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement.

**We** may transfer **your** information to other countries on the basis that anyone **we** pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use your information. Where **we** believe you may not reasonably expect such a change **we** shall write to you. If you do not object, **you** will consent to that change.

**We** will not keep **your** information for longer than is necessary.

### Sensitive Information

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

### Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your** policy, **you** must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

---

## General Conditions applicable to the whole of this insurance (continued)

---

### How to contact us

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

Data Protection Officer  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire SO53 3YA

Data Protection Liaison Officer  
Customer Relations Office,  
RSA, Bowling Mill,  
Dean Clough Industrial Estate,  
Halifax  
HX3 5WA.

### Sums insured

**You** must ensure that **you** review your sums insured at full value - for buildings the sum insured must represent the estimated cost of rebuilding if the buildings were destroyed including fees and site clearance (and not the market value of the buildings). For **your** contents **you** must ensure that the sum insured represents the replacement cost as new. For valuables the sum insured should be the current market value.

### Fraud

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

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

Then:

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

---

## General Exclusions applicable to the whole of this insurance

---

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

**We** will not pay for

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

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

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) **Biological and Chemical Contamination Exclusion**

We will not pay for:

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

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

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

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

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

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

### c) **War Exclusion**

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

### d) **Existing and Deliberate Damage**

**We** will not pay for loss or damage

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

### e) **Indirect Loss or Damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

---

## General Exclusions applicable to the whole of this insurance (continued)

---

f) **Electronic Data Exclusion Clause**

**We** will not pay for

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

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

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

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to ‘Trojan Horses’, ‘worms’ and ‘time or logic bombs’.

g) **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

h) **Loss of value**

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

i) **Wear & tear**

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

j) **Pollution or contamination**

**We** will not pay for any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of any intentional act, and, which occurs during any **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.

k) **Terrorism**

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, ‘terrorism’ means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

l) **Defective design or construction**

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

---

## General Exclusions applicable to the whole of this insurance (continued)

---

m) **Rot**

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

n) **Sonic bangs**

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

o) **Breakdown**

**We** will not pay for any loss or damage by mechanical, electrical or electronic breakdown.

p) **Financial Sanctions**

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

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

---

## Claims Conditions applicable to the whole of this insurance

---

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

### Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify Ryan Direct Group as soon as possible giving full details of what has happened (Please note that Claims are administered on **our** behalf by Ryan Direct Group (RDG) - contact details are shown below).
2. **you** must provide RDG with written details of what has happened within 30 days and provide any other information **we** may require.
3. **you** must forward to RDG immediately, but no later than fourteen days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police immediately following malicious acts, riot, violent disorder, civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written permission.

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

If **you** need to make a claim under this policy, please contact the Claims Team straight away at:

The Affinity Claims Team  
PO Box 1291  
Preston  
PR2 0QJ

Tel: 03301 026 796

Email: [newclaims@ryandirectgroup.co.uk](mailto:newclaims@ryandirectgroup.co.uk)

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

- **Your** name, address and contact telephone numbers;
- Policy/Certificate number;
- Police details / Crime Reference number where applicable;
- The cause of the loss or damage;
- Details and date of the loss or damage, together with claim value if known;
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

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

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claim for is beyond repair



---

## Claims Conditions applicable to the whole of this insurance (continued)

---

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### How we deal with your claim

#### 1. Defence of claims

**We** may

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

#### 2. Other insurance

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

This clause does not apply to fatal injury (section two-H).

#### 3. Fraudulent claims

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

## Section one - Buildings

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft or other flying devices or items dropped from them	the first £100 of every claim
3. i) storm, ii) flood, iii) weight of snow.	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios and terraces, gates and fences c) damage caused by a rise in the water table (the level below which the ground is completely saturated with water) d) loss or damage to any moveable <b>contents</b> in the open e) the first £100 of every claim
4. i) escape of water from fixed water tanks, apparatus or pipes ii) frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools and hot tubs c) the first £250 of every claim d) for loss or damage caused by failure of or lack of sealant and/or grout. e) for loss or damage while the <b>home</b> is without sufficient furniture for day to day living purposes
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the first £100 of every claim b) for loss or damage caused by faulty workmanship c) for loss or damage while the <b>home</b> is without sufficient furniture for day to day living purposes
6. theft or attempted theft	a) for loss or damage while the <b>home</b> is without sufficient furniture for day to day living purposes b) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry c) the first £100 of every claim

## Section one - Buildings (continued)

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We</b> will not pay
7. collision by any vehicle or animal	the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the <b>home</b> is without sufficient furniture for day to day living purposes b) the first £100 of every claim
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first £1,000 of every claim f) for loss or damage caused by coastal or river bank erosion g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions h) for loss or damage caused by normal <b>settlement</b> and/or any general deterioration of the building
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £100 of every claim
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> b) for loss or damage to gates and fences c) the first £100 of every claim

## Section one - Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We</b> will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>fixed glass and double glazing (including the cost of replacing frames)</li> <li>solar panels</li> <li><b>sanitary ware</b></li> <li>ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	<p>a) for loss or damage while the <b>home</b> is without sufficient furniture for day to day living purposes</p> <p>b) the first £250 of every claim</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul> <p>which <b>you</b> are legally liable for</p>	<p>the first £250 of every claim</p>
<p>C) <ul style="list-style-type: none"><li>loss of rent due to <b>you</b> which <b>you</b> are unable to recover</li><li>additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for</li></ul></p> <p>while the <b>buildings</b> cannot be lived in following loss or damage which is covered under section one</p>	<p>any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed</p>
<p>D) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>architects', surveyors', consulting engineers' and legal fees</li> <li>the cost of removing debris and making safe the building</li> <li>costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>

---

## Section one - Buildings (continued)

---

What is covered		What is not covered	
This section of the insurance also covers		<b>We</b> will not pay	
E)	increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one	more than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £750 in total	
F)	anyone buying the <b>home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the <b>buildings</b> are insured under any other insurance	
G)	the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the <b>buildings</b> which is covered under section one	more than £2,500 in any <b>period of insurance</b> .	

---

## Accidental damage to the Buildings

---

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

What is covered	What is not covered
This extension covers	<b>We will not pay</b>
accidental damage to the <b>buildings</b>	<ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one</li> <li>b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</li> <li>c) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended</li> <li>d) for damage to outbuildings and garages which are not of <b>standard construction</b></li> <li>e) for damage while the <b>home</b> is lent, let or sublet</li> <li>f) for the cost of general maintenance</li> <li>g) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>h) for damage caused by faulty or unsuitable materials or design or poor workmanship</li> <li>i) for damage from mechanical or electrical faults or breakdown</li> <li>j) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>k) for damage to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks</li> <li>l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>m) the first £250 of every claim</li> </ul>

---

## Conditions that apply to Section one – Buildings only

---

### Settling claims

---

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

---

1. **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of your buildings and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

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

---

#### **Your** sum insured

---

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

---

#### Limit of insurance

---

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

## Section two - Contents

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft or other flying devices or items dropped from them	the first £100 of every claim
3. i) storm, ii) flood, iii) weight of snow	a) for <b>contents</b> outside the <b>home</b> b) damage caused by a rise in the water table (the level below which the ground is completely saturated with water) c) loss or damage to any moveable <b>contents</b> in the open d) the first £100 of every claim
4. escape of water from fixed water tanks, apparatus or pipes	a) any loss or damage caused by failure of or lack of sealant and/or grout. b) the first £250 of every claim
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) the first £100 of every claim
6. theft or attempted theft	a) for loss or damage whilst the <b>home</b> is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £500 or 3% of the sum insured for <b>contents</b> whichever is greater, within detached domestic outbuildings and garages c) the first £100 of every claim
7. collision by any vehicle or animal	the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the first £100 of every claim
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal or river bank erosion f) the first £100 of every claim



---

## Section two – Contents (continued)

---

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We</b> will not pay
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) the first £100 of every claim

## Section two - Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We</b> will not pay
A) accidental damage to televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment all situated within the <b>home</b>	a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling b) for damage to tapes, records, cassettes, discs, memory cards and sticks, or computer and console games or computer software c) for mechanical or electrical faults or breakdown d) for damage to mobile phones and <b>portable computers</b> e) the first £250 of every claim
B) accidental breakage of <ul style="list-style-type: none"> <li>fixed glass and double glazing</li> <li><b>sanitary ware</b> forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for</li> <li>mirrors</li> <li>glass tops and fixed glass in furniture</li> <li>ceramic hobs</li> </ul>	a) for the cost of repairing, removing or replacing frames b) the first £250 of every claim
C) the <b>contents</b> , if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by: (i) any of the events insured under numbers 1-10 in section two while the <b>contents</b> are: <ul style="list-style-type: none"> <li>in any occupied private dwelling</li> <li>in any <b>buildings</b> where <b>you</b> are living or working</li> <li>in any building for valuation, cleaning or repair</li> <li>in any furniture store</li> <li>in any bank or safe deposit</li> </ul> (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store	a) for <b>contents</b> outside the <b>United Kingdom</b> b) for <b>money</b> or <b>bank cards</b> c) any amount over 20% of the sum insured under section two for <b>contents</b> in a furniture store d) the first £100 of every claim
D) up to twelve months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under section two	any amount over 20% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
E) costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under section two	any amount over 20% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed

## Section two - Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We</b> will not pay
F) <b>your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by loss or damage which is covered under section two	a) any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence, heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the <b>buildings</b> are without sufficient furniture and furnishings for day to day living purposes f) the first £100 of every claim
G) the cost of repairing accidental damage to <ul style="list-style-type: none"> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul> which <b>you</b> are legally liable for as tenant only	the first £250 of every claim
H) fatal injury to <b>you</b> , happening at the <b>premises</b> shown in the <b>schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: <ul style="list-style-type: none"> <li>£10,000 for each <b>insured</b> person over sixteen years of age,</li> <li>£5,000 for each <b>insured</b> person under sixteen years of age, at the time of death</li> </ul>	
I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over £250 in total
J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	more than £750 in any period of insurance. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £750 in total

---

## Accidental damage to the Contents

---

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

What is covered	What is not covered
<p>This extension covers</p> <p>accidental damage to the <b>contents</b> within the <b>home</b></p>	<p><b>We</b> will not pay</p> <ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section two</li> <li>b) for damage to <b>contents</b> within garages and outbuildings</li> <li>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>d) for damage caused by chewing, tearing, scratching or fouling by animals</li> <li>e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles</li> <li>f) for <b>money, bank cards</b>, documents or stamps</li> <li>g) for damage to contact, corneal or micro corneal lenses</li> <li>h) for damage while the <b>home</b> is lent, let or sub let</li> <li>i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost</li> <li>j) for damage caused by faulty or unsuitable materials or design or poor workmanship</li> <li>k) for damage from mechanical or electrical faults or breakdown</li> <li>l) for damage caused by dryness, dampness, extremes of temperature and exposure to light</li> <li>m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>n) for the first £250 of every claim</li> </ul>

---

## Conditions that apply to Section two – Contents only

---

### Settling claims

---

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

---

- 1
  - a. Where the damage can be economically repaired **we** will pay the cost of repair
  - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
  - c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
  - d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to

- clothes
- pedal cycles

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

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

---

#### Your sum insured

---

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

---

#### Limit of insurance

---

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

---

## Section three - Accidents to Domestic Staff

---

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

---

What is covered	What is not covered
<b>Your legal liability</b>  for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<b>Your legal liability</b>  for <b>bodily injury</b> arising directly or indirectly <ul style="list-style-type: none"><li>• from any vehicle outside the <b>premises</b></li><li>• from any vehicle used for racing, pacemaking or speed testing</li><li>• from any communicable disease or condition</li><li>• in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b></li><li>• arising out of <b>your</b> ownership, possession or use of any dog designated as dangerous under .the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li></ul>

---

### Limit of insurance

---

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

## Section four - Legal Liability to the Public

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

### Part A

Part A of this section applies in the following way:

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

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

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

Part A (continued)

What is not covered	
	Your legal liability
	<p>h) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii) any power-operated lift other than stairlifts</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of dogs (Scotland) Act 2010 or any amending legislation.</li> </ul> <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>k) arising from The Party Wall etc Act 1996</p> <p>l) if <b>you</b> are entitled to cover under any other insurance, until such insurance(s) is exhausted</p>



---

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

---

### Part B

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

### Part C

We will pay for	We will not pay for
amounts <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<ul style="list-style-type: none"><li>• any legal liability if <b>you</b> are entitled to cover under any other insurance.</li><li>• the cost of repairing any fault or alleged fault.</li><li>• any home previously owned and occupied by <b>you</b> in which <b>you</b> still hold legal title or have an interest.</li><li>• any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by <b>us</b> and owned and occupied by <b>you</b>.</li><li>• anything owned by or the legal responsibility of <b>your</b> family</li><li>• injury, death, disease or illness to any of <b>your</b> family (other than <b>your</b> domestic employees who normally live with <b>you</b>).</li><li>• liability arising from any employment, trade, profession or business of any of <b>your</b> family.</li><li>• liability accepted by any of <b>your</b> family under any agreement, unless the liability would exist without the agreement.</li><li>• liability arising from The Party Wall etc Act 1996.</li></ul>

---

### Limit of insurance

---

#### **We will not pay**

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

## Section five - Valuables and personal possessions

What is covered	What is not covered
<p>This insurance covers</p> <p><b>Valuables</b> and <b>personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage within the geographical limits shown in the <b>schedule</b></p>	<p><b>We</b> will not pay</p> <ul style="list-style-type: none"> <li>a) for damage caused by moth or vermin.</li> <li>b) for damage from electrical or mechanical faults or breakdown.</li> <li>c) any amount over £2,000 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b>.</li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.</li> <li>e) for damage to guns caused by rusting or bursting of barrels.</li> <li>f) for breakage of any sports equipment whilst in use.</li> <li>g) for any loss of or damage to contact, corneal or micro corneal lenses.</li> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision.</li> <li>i) the first £100 of every claim in respect of unspecified items.</li> <li>j) for mobile telephones and <b>portable computers</b> unless otherwise stated in the specification(s) attached to the <b>schedule</b>.</li> <li>k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.</li> <li>l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms.</li> </ul>

---

## Conditions that apply to Section five – Valuables and personal possessions only

---

---

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

---

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

---

### **Your** sum insured

---

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

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

---

### Limit of insurance

---

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

---

## Section six - Domestic freezer cover

---

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

---

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

---

Limit of insurance

---

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

---

## Section seven - Pedal cycle cover

---

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

What is covered	What is not covered
Section two of this insurance extends to cover the following the cost of repairing or replacing <b>your</b> pedal cycles following: <ul style="list-style-type: none"><li>• theft or attempted theft</li><li>• accidental damage</li></ul> occurring anywhere in the <b>United Kingdom</b>	<b>We will not pay</b> <ul style="list-style-type: none"><li>a) for loss or damage to:<ul style="list-style-type: none"><li>• tyres,</li><li>• lamps,</li><li>• accessories,</li></ul>unless the cycle is stolen or damaged at the same time</li><li>b) for damage from mechanical or electrical faults or breakdown</li><li>c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</li><li>d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</li></ul>

---

Limit of insurance

---

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

---

## Section eight - Money and bank card cover

---

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

What is covered	What is not covered
Section five of this insurance extends to cover the following	<b>We</b> will not pay
<ul style="list-style-type: none"><li>theft or accidental loss of <b>money</b></li><li>any amounts which <b>you</b> become legally liable to pay as a result of unauthorised or fraudulent use following loss or theft of <b>your bank card(s)</b> which in most cases <b>you</b> will only be liable for the first £50 of the claim</li></ul> within the geographical limits shown in the <b>schedule</b> , provided that <ul style="list-style-type: none"><li>within 24 hours of <b>your</b> discovering any such loss or theft, <b>you</b> have notified the police or border authorities and, in the case of <b>bank card(s)</b>, the card issuing company; and</li><li><b>you</b> have complied with all other conditions of <b>your bank card(s)</b> provider</li></ul>	<ul style="list-style-type: none"><li>a) to make up any shortages due to error or omission</li><li>b) for loss of value</li><li>c) the first £100 of every claim for loss of <b>money</b></li><li>d) more than £50 per card for the unauthorised or fraudulent use of <b>your bank card(s)</b></li></ul>

---

Limit of insurance

---

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

---

## Endorsements

---

The following clauses apply only if they are mentioned in the **schedule**.

### SECURITY

1. Alarm clause

This insurance does not cover loss or damage from unauthorised entry:

- when the **premises** are left unattended, or
- at night,

unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company who is a member of a recognised trade body.

2. Hotel and Motel clause

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.

*This clause overrides exclusion l) of section five (**valuables and personal possessions**).*

3. Jewellery clause

This insurance does not cover theft or disappearance of jewellery or watches unless the jewellery or watches are being worn or deposited in a bank or locked safe or hotel / motel safe or carried by hand and under **your** personal supervision

4. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

5. Minimum Security clause

This insurance does not cover loss or damage from unauthorised entry to the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.

Windows: Key operated security locks to all ground floor and other accessible windows.

6. Proof of Valuation clause

In the event of loss or damage the responsibility of substantiating the value of the item(s) rests entirely with **you**.

7. Protections clause

This insurance does not cover loss or damage from unauthorised entry unless all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

8. Safe clause

This insurance does not cover theft of jewellery or watches from the **home** unless the jewellery or watches are kept in a locked safe whilst not being worn.

9. Theft Limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

10. Unattended Vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an occupant.

*This clause overrides exclusion k) of section five (**valuables and personal possessions**).*

---

## Endorsements (continued)

---

### 11. Unoccupany clause (WB 2008)

While the **home** is not normally lived in:

Section one (**Buildings**) and Section two (**Contents**) of this insurance do not cover,

- a) Loss or damage by escape of water from and frost damage to fixed water tanks, apparatus or pipes UNLESS the water is turned off at the mains and all tanks and pipes are drained, OR the central heating system is in continuous operation to maintain a minimum temperature of 60<sup>0</sup> Fahrenheit / 15<sup>0</sup> celsius between the first October and the 1<sup>st</sup> April inclusive.
- b) The first £250 of every claim (in addition to any amount to be deducted off every claim as specified in the Certificate) other than fire and subsidence, heave and landslip which are as per the Certificate wording.
- c) Jewellery, furs, gold, silver, gold and silver plated articles.

Section five of this insurance, for jewellery, furs, gold, silver, gold and silver plated articles, shall exclude theft, or attempted theft, from the home.

**You** must arrange for weekly supervision to be carried out.

## PERILS

### 12. Flood Exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two

### 13. Storm Exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by storm as shown in number 3 of sections one and two.

### 14. Subsidence, Heave or Landslip Exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two.

## CONSTRUCTION

### 15. Not applicable (Chimney clause)

### 16. Contractors Exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

### 17. Flat Roof Endorsement

It is **your** duty to ensure that under this insurance that any areas of flat roof(s) shall be checked at your own expense at least every 5 years by an individual or company who are members of a recognised trade body and any faults rectified.

### 18. Not applicable (Non-standard Construction clause)

### 19. Stove Endorsement

**We** will not pay for any loss or damage arising in connection with any **stove** where **you** have confirmed **you** do not have a **stove** and/or **you** have not notified **us** of any **stove** and/or you have a **stove** which you notified as dormant or unused.

Furthermore, **you** must immediately, and within 48 hours, notify **us** and your broker of any change in the use or if you use any **stove** and/or if you acquire any **stove** during the period of insurance. When **we** receive this notice, **we** have the option to change the conditions and premium of this insurance, which will be notified to **you** in writing

### 20. Not applicable (Thatch clause)



---

## Endorsements (continued)

---

### OTHER

21. Business-use Extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

22. Climatic Conditions clause

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

23. Index-linking clause

The sums insured in section one (**Buildings**) and section two (**Contents**) will be indexed each month in line with the following:

Section one ( <b>Buildings</b> ):	The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
Section two ( <b>Contents</b> ):	The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by <b>us</b> .

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

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

24. Musical Instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

25. Your Bank's or Building Society's Interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

26. Additional Voluntary Excess Clause

**We** will not be liable to pay the first amount (as shown in the **schedule** following damage caused by any of the perils covered under Section 1 (Buildings) and/or Section 2 (Contents) as stated in the **schedule**. This is in addition to the standard policy **excess** and the **excess** for Peril 9 (subsidence, landslip and heave). If a claim involves more than one section, **we** will not be liable to pay the first amount of the claim for each section.

---

## How to make a complaint

---

### Our service commitment to you

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

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

Policy enquiries	Claims enquiries
John Holman & Sons Ltd 1 <sup>st</sup> floor Royal Exchange London EC3V 3LN  Tel: 020 7977 8200 Email: household@holmans.co.uk	The Claims Team PO Box 1291 Preston PR2 0QJ  Tel: 0330 102 6062 Email: Pen-Underwritingclaims@ryandirectgroup.co.uk

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Policy related complaints	Claims related complaints
Customer Care Line 3 Atlantic Quay 20 York Street Glasgow G2 8JH  Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com	Customer Care Line Ryan Direct Group Quay Point Lakeside Boulevard Doncaster, DN4 5PL  Tel: 0344 854 2072 Email: customer.relations@ryandirectgroup.co.uk

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:-

#### Financial Ombudsman Service

Exchange Tower,  
Harbour Exchange Square,  
London  
E14 9SR

Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

**You** have six months from the date of **our** final response to refer to the Financial Ombudsman Service.

**Your** right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.