



# Home Insurance For Thatched Properties

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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 policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this policy, **we** have relied upon the information and statements which **you** have provided in the proposal form.

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

The written authority (which number is shown in the **schedule**) allows **County Insurance Services Limited** to sign and issue this policy on behalf of **Ageas Insurance Limited**.

## INTRODUCTION

**County Insurance Services Limited** are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

Claims – Please review the claims conditions set out in this policy of insurance. If **you** believe that **you** have a claim, **you** should notify **our** claims team:

**Ageas Insurance Limited Per Davies Managed Systems Limited**  
**P.O. Box 2801**  
**Stoke-on-Trent**  
**Staffordshire**  
**ST4 9DN**

**Telephone: 0344 371 2390**

This policy 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. **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.

### **Cooling off period**

**You** are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

- 1) The date **you** receive **your** policy documentation; or
- 2) The start of the **period of insurance** whichever is the later.

## **Cancellation clause**

- 1) **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
- 2) **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

## **Data Privacy Notice**

**County Insurance Services Limited** are the data controller of any personal information **you** provide to us or personal information that has been provided to us by a third party. We collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, our regulators, police and government agencies or fraud prevention agencies

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our privacy notice at [www.county-insurance.co.uk/downloads/privacynotice](http://www.county-insurance.co.uk/downloads/privacynotice). If **you** are providing personal data of another individual to us, **you** must tell them **you** are providing their information to us and show them a copy of this notice.

## **Insurer's Privacy Policy**

For details of how **we** collect, use and store **your** personal data – please refer to the full Privacy Policy on **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

Wherever the following words appear in this insurance they will have the meanings shown below in respect of sections 1,2,3 and 4

#### **ACCIDENTAL DAMAGE**

Unexpected and unintended damage caused by a single and one-off event resulting from a sudden and external means.

#### **BODILY INJURY**

**Bodily injury** includes death or disease.

#### **BUILDINGS**

- The **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, hot tubs, tennis courts, greenhouses, drives, paths, patios, terraces, walls, gates, fences and fixed fuel tanks **you** own or for which **you** are legally liable within the **premises** named in the **schedule**.
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

#### **CONTENTS**

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

**Contents** includes:

- tenant's fixtures and fittings
- carpets, but not permanently fitted flooring
- property in the open but within the **premises** up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** and **credit cards** up to £300 in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- stamps or coins forming part of a collection up to £1,250 in total
- jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, pictures, works of art, objects d'art, guns, stamp and coin collections up to £5,000 or 20% of the sum insured for **contents** whichever is less, within the private dwelling
- domestic oil in fixed fuel oil tanks up to £1,000

**Contents** does NOT include:

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

#### **COST OF REBUILDING**

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.

#### **COUNTY INSURANCE SERVICES LIMITED**

The company that has been authorised to sign and issue this policy on behalf of **Ageas Insurance Limited**.

## CREDIT CARDS

**Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards.

## ENDORSEMENT

A change in the terms and conditions of this insurance.

## FURNISHED

A property **furnished** enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.

## HEAVE

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

## HOME

The private dwelling and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

## LANDSLIP

Downward movement of sloping ground.

## MONEY

- current legal tender, cheques, postal and **money** orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.

## OCCUPANT

A person or persons authorised by **you** to stay in the **home** overnight.

## PERIOD OF INSURANCE

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

## PERSONAL POSSESSIONS

Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to **you**

**Personal possessions** does NOT include:

- **money** and **credit cards**
- pedal cycles
- mobile phones

## PREMISES

The address which is named in the **schedule**.

## SANITARY WARE

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

## SCHEDULE

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

**SETTLEMENT**

Downwards movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

**SPECIFIED ITEMS**

Items which have been individually identified to **us** and are shown in **your** policy **schedule**.

**STOVE**

An enclosed woodburner or multi fuel **stove** used for the purpose (in all or in part) of heating or cooking.

**SUBSIDENCE**

Downward movement of the ground beneath the **buildings** other than by **settlement**.

**UNITED KINGDOM**

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

**UNOCCUPIED**

The property is left without an **occupant** for more than 30 consecutive days or is not **furnished** enough to be normally lived in.

**VALUABLES**

Jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, works of art, objects d'art, guns, stamp, coin and medal collections.

**VERMIN**

Badgers, foxes, squirrels, rodents and other wild animals and birds.

**WE / US / OUR**

Ageas Insurance Limited

**YOU / YOUR / INSURED**

The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

**YOUR BROKER**

The insurance broker/agent who placed this insurance on **your** behalf.

# GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

## IMPORTANT PLEASE READ CAREFULLY

### Your duties;

- 1) **You** must take steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- 2) **You** must tell **your broker** immediately if **you**;
  - stop using the **home** as **your** permanent private residence
  - regularly leave the **home** unattended by day or night other than for **your** normal job of work
  - leave the **home** without an **occupant** for more 30 consecutive days
  - start to use a **stove** which has previously been confirmed to **us** as unused or dormant
  - purchase or acquire a **stove** during the **period of insurance**
  - start any conversions, extensions, renovations or structural work to the **buildings**

When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance. Failure to notify **us** of the above will prejudice **you** in the event of a claim, which will result in **your** claim not being paid in part or in full.

## THATCH CONDITIONS

**Failure to comply with any of the thatch conditions listed below will prejudice you in the event of a claim, which will result in your claim not being paid in part or in full.**

### 1) CHIMNEYS

- All chimneys must be kept in a good state of repair throughout the **period of insurance**.
- All chimneys and flues to solid fuel stoves, boilers or wood burners must be professionally installed and lined. Evidence of such installations must be kept and will be requested in the event of a claim.
- Open fires must have their chimney and flues professionally cleaned along the entire length including the spark arrestor (if fitted) during the **period of insurance** and specifically:
  - i) At least once between 1st July and 31st October prior to winter use; and

Evidence of all chimney sweeps must be kept and will be requested in the event of a claim.

- Solid fuel stoves, boilers or wood-burners must have their chimney and flues professionally cleaned along the entire length including the spark arrestor (if fitted) during the **period of insurance** and specifically:
  - i) At least once between 1st July and 31st October prior to winter use; and
  - ii) At least once between 1st January and 31st March

Evidence of all chimney sweeps must be kept and will be requested in the event of a claim.

- Copies of the chimney sweeping and inspection report/certificate are to be lodged with **your broker**
- Any solid fuel stove, boiler or wood burner which has been notified to **us** as being unused or dormant will not be used for any purpose.

### 2) THATCHBURN

- All old thatch must be disposed of away from the **home**.



3) **BONFIRES**

- **You** must not allow any bonfires/incinerators within **your** control to be lit within 100 metres of the **home** and fire-pits or chiminea's not to be lit within 5 metres of the **home**

4) **BARBECUES**

- Barbecues must be lit as far away as possible from **your** property.

5) **NAKED FLAMES**

- No naked flames or tools producing naked flames are to be used by **you** or anyone acting on **your** behalf within the attic or loft space at any time.

6) **ELECTRICAL WIRING**

- At the commencement of this insurance **you** must have a valid Electrical Inspection Certificate, which has been signed off by a member of the NICEIC (National Inspection Council for Electrical Installation Contracting).
- The electrical supply system must be inspected and tested by a member of the NICEIC at least once every 10 years.
- Any work specified on the inspection certificate must be completed within 60 days of the inspection.
- A copy of the electrical certificate must be lodged with **your broker** after each inspection.

7) **FIRE PRECAUTIONS**

- **You** must have at least a minimum of two fire extinguishers stored within the **home**, one fire blanket situated within the kitchen and one working smoke detector which is fitted and maintained in accordance with manufacturer's instructions.

8) **ROOF INSPECTION**

- The thatch roof must be inspected by a qualified Thatcher at least once every 10 years and any discrepancies found must be remedied immediately. Evidence of such inspections must be kept and will be requested in the event of a claim.

# CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

## Your duties

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

- 1) **You** must notify **us** as soon as possible giving full details of what has happened.
- 2) **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
- 3) **You** must forward to **us** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- 4) **You** must inform the Police following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property by **you** within 24 hours of the incident to obtain a crime reference number.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- 6) **You** must take care to limit any loss, damage or injury.
- 7) **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim. It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.
- 8) **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
- 9) **We** or **our** representative will be entitled to enter **your** property or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.

Contact details for all claims:

**Ageas Insurance Limited Per Davies Managed Systems Limited**

**P.O. Box 2801**

**Stoke-on-Trent**

**Staffordshire**

**ST4 9DN**

**Telephone: 0344 371 2390**

## 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.

**We** may also 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 – Contents H

### 3) Fraudulent claims

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

# GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

What is not insured by this policy;

- 1) **We will not pay for loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:**

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 Accidents to Domestic Staff section 2(S)

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 Staff section 2(S); Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Staff section 2(S).

For the purposes of this exclusion 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.

- 2) **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**

- 3) **We will not pay for**

- a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
  - i) a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
  - ii) computer viruses.
- b) Legal expenses or legal benefits or liability arising from (i) above.

## EXCEPT

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under Section One – Buildings and 1 to 10 inclusive under Section Two – Contents of this policy.

- 4) A person who is not 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.

- 5) **We** will not pay for 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.

- 6) **We** will not pay for any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause
- 7) **We** will not pay for any reduction in value of the property insured following repair or replacement paid under this insurance.
- 8) **We** will not pay for any loss, damage or liability arising out of the activities of contractors, or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

# SECTION ONE - BUILDINGS

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## WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by

## WHAT IS NOT COVERED

We will not pay

- 
- |  |   |
|--|---|
| 1) fire, smoke, lightning, explosion or earthquake | a) for loss or damage caused by smoke damage due to any gradually operating cause<br>b) the first £100 of every claim |
|--|---|
- 
- |   |                                  |
|---|----------------------------------|
| 2) aircraft and other flying devices or items dropped from them | a) the first £100 of every claim |
|---|----------------------------------|
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- |                                    |  |
|------------------------------------|--|
| 3.) storm, flood or weight of snow | a) for loss or damage caused by <b>subsidence, heave or landslip</b> other than as covered under number 9 of section one<br>b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, gates and fences<br>c) the first £100 of every claim |
|------------------------------------|--|
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- |   |   |
|---|---|
| 4) escape of water from and frost damage to fixed water tanks, apparatus or pipes | a) for loss or damage caused by <b>subsidence, heave or landslip</b> other than as covered under number 9 of section one<br>b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools<br>c) the first £350 of every claim<br>d) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in<br>e) for loss or damage caused by any person lawfully on the <b>premises</b><br>f) for loss or damage caused by the failure or lack of grout and/or sealant |
|---|---|
- 
- |   |  |
|---|--|
| 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) for loss or damage due to wear and tear or any gradually operating cause<br>b) the first £100 of every claim<br>c) for loss or damage caused by faulty workmanship<br>d) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in |
|---|--|
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- |                             |  |
|-----------------------------|--|
| 6) theft or attempted theft | a) for loss or damage while the <b>home</b> is <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in<br>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 or exit<br>c) the first £100 of every claim |
|-----------------------------|--|
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7)	collision by any vehicle or animal	a) the first £100 of every claim
8)	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<p>a) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in</p> <p>b) for loss or damage caused by persons lawfully on the <b>premises</b></p> <p>c) the first £100 of every claim</p>
9.	<b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, paths, patios ,terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</p> <p>b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>c) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>e) the first £1,000 of every claim</p> <p>f) for loss or damage caused by coastal or river erosion</p> <p>g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</p>
10)	breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the first £100 of every claim
11)	falling trees, telegraph poles or lamp-posts	<p>a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b></p> <p>b) for loss or damage to gates and fences</p> <p>c) the first £100 of every claim</p>

# SECTION ONE – BUILDINGS CONTINUED

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## WHAT IS COVERED

This insurance covers the buildings for loss or damage directly caused by

- A) the cost of repairing **accidental damage** to
- fixed glass and double glazing (including the cost of replacing frames)
  - solar panels
  - **sanitary ware**
  - ceramic hobs

all forming part of the **buildings**

- B) the cost of repairing **accidental damage** to
- domestic oil pipes
  - underground water-supply pipes
  - underground sewers, drains and septic tanks
  - underground gas pipes
  - underground cables which

**you** are legally liable for

- C) loss of rent contractually due to **you** which **you** are unable to recover

OR

the increased additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for

while the **buildings** cannot be lived in following loss of damage which is covered under section one.

- D) expenses **you** have to pay and which **we** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
  - the cost of removing debris and making safe the building
  - costs **you** have to pay in order to comply with any Government or local authority requirements

following loss or damage to the **buildings** which is covered under section one

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## WHAT IS NOT COVERED

We will not pay

- a) for damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) the first £100 of every claim

- a) for damage due to wear and tear or any gradually operating cause
- b) the first £100 of every claim

- a) any amount over 20% of the sums insured for the **buildings** damaged or destroyed

- a) any expenses for preparing a claim or an estimate of loss or damage
- b) any costs if Government or local authority requirements have been served on **you** before the loss or damage
- c) any amount over 20% of the sum insured for the **buildings** damaged or destroyed



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	a) more than £1,000 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 £1,000 in total
F) anyone buying the <b>home</b> who will have the benefit of Section One - <b>Buildings</b> until the sale is completed or the insurance ends, whichever is sooner	a) if the <b>buildings</b> are insured under any other insurance
G) loss or damage caused by forced access by emergency services, to deal with a medical emergency or to prevent damage to the <b>home</b>	
H) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the <b>buildings</b> , which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under section one	a) more than £1,000 in any <b>period of insurance</b>
I) loss or damage to <b>your</b> trees, shrubs, plants, hedges and lawns at the <b>premises of your home</b> caused by:  Fire, lightning, explosion, earthquake, riot, civil commotion, malicious acts, vandalism, theft, attempted theft or impact involving vehicles or aircraft	a) the first £100 of every claim b) more than £1,500 in any <b>period of insurance</b> c) loss or damage while <b>your home</b> is <b>unoccupied</b> , lent, let or sublet to anyone other than <b>your family</b>
J) damage to <b>your home</b> or garden items caused by the emergency services while they're getting into <b>your home</b> to deal with an emergency. By garden items, <b>we</b> mean flowerbeds, hedges, lawns, potted plants, shrubs, trees outside <b>your buildings</b> but within the boundaries of <b>your home</b>	a) more than £1,000 in any one <b>period of insurance</b> .
K) cost of replacing and installing locks on outside doors if <b>your keys</b> are stolen or lost outside <b>your home</b> . <b>We</b> will also pay for the cost of replacing and repairing locks on the outside doors, if <b>your keys</b> are damaged inside the <b>home</b> by an event covered elsewhere under section one.	a) more than £1,000 in any one period of insurance. If <b>you</b> claim for such loss under Section One – <b>Buildings</b> and Section Two – <b>Contents</b> , <b>we</b> will not pay more than £1,000 in total.

# SECTION ONE – ACCIDENTAL DAMAGE TO THE BUILDINGS

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

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## WHAT IS COVERED

This extension covers

**Accidental damage to the buildings**

## WHAT IS NOT COVERED

**We will not pay**

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one
  - b) for the **buildings** moving, settling, shrinking, collapsing or cracking
  - c) for damage while the **home** is being altered, repaired, cleaned, maintained or extended
  - d) for damage while the **home** is lent, let or sublet
  - e) for the cost of general maintenance
  - f) for damage caused by wear and tear, infestation, **vermin**, birds, domestic pets, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
  - g) for damage arising from faulty design, specification, workmanship or materials
  - h) for damage from mechanical or electrical faults or breakdown
  - i) for damage caused by dryness, dampness, extremes of temperature or exposure to light
  - j) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences and fuel tanks
  - k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
  - l) the first £100 of every claim
-

## Settling

Conditions that apply to section one (**buildings**) only

### HOW WE DEAL WITH YOUR CLAIM

- 1) If **your** claim for loss or damage is covered under Section One – **Buildings**, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the sum insured is enough to pay for full **cost of rebuilding** the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

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

### YOUR SUM INSURED

- 1) **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 2) If **you** are under insured, which means the **cost of rebuilding** the **buildings** including 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**, **we** will only pay one half of the cost of repair or replacement.

### INDEX LINKING

The sums insured in Section One – **Buildings** will be index linked at each renewal of **your** policy in line with the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### LIMIT OF INSURANCE

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent, alternative accommodation and expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers, compliance with government or local authority requirements and legal fees.

## SECTION TWO – CONTENTS

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### WHAT IS COVERED

This insurance covers the **contents** for loss or damage directly caused by

### WHAT IS NOT COVERED

We will not pay

1) fire, lightning, explosion or earthquake	a) for loss or damage caused by smoke damage due to any gradually operating cause b) the first £100 of every claim
2) aircraft and other flying devices or items dropped from them	a) the first £100 of every claim
3) storm, flood or weight of snow	a) for <b>property</b> in the open b) the first £100 of every claim
4) escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in b) the first £350 of every claim c) for loss or damage to the <b>buildings</b> caused by wet or dry rot d) for loss or damage caused by the failure or lack of grout and/or sealant
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 due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) 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 or exit 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) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in d) the first £100 of every claim
7) collision by any vehicle or animal	a) the first £100 of every claim

8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> <li>a) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not <b>furnished</b> enough to be normally lived in</li> <li>b) for loss or damage caused by persons lawfully on the <b>premises</b></li> <li>c) the first £100 of every claim</li> </ul>
9) <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	<ul style="list-style-type: none"> <li>a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</li> <li>b) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</li> <li>d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>e) for loss or damage by coastal or river erosion</li> <li>f) the first £1,000 of every claim</li> </ul>
10) falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> <li>a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b></li> <li>b) the first £100 of every claim</li> </ul>

## SECTION TWO – CONTENTS CONTINUED

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### WHAT IS COVERED

This section of the insurance also covers

- A) **accidental damage** to
- televisions, satellite decoders
  - audio and video equipment
  - radios
  - home computers, dvd players

all situated within the **home**

- B) accidental breakage of
- fixed glass and double glazing
  - **sanitary ware**

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for

- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

- C) the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by: any of the events insured under numbers 1-10 in Section Two - **Contents** while the **contents** are:
- in any occupied private dwelling
  - in any **buildings** where **you** are living or working
  - in any **building** for valuation, cleaning or repair
  - in any furniture store or self storage unit
  - in any bank or safe deposit

- D) up to twelve months rent **you** contractually have to pay as occupier if the **home** cannot be lived in following loss or damage which is covered under Section Two - **Contents**

### WHAT IS NOT COVERED

We will not pay

- a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- b) for damage to tapes, records, cassettes, discs or computer software
- c) for mechanical or electrical faults or breakdown
- d) for loss or damage whilst the **home** is lent, let or sublet.
- e) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- f) the first £100 of every claim

- a) for loss or damage whilst the **home** is lent, let or sublet
- b) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- c) the first £100 of every claim
- d) for the cost of repairing, removing or replacing frames

- a) for **contents** outside the **United Kingdom**
- b) for **money** or **credit cards**
- c) any amount over 20% of the sum insured under Section Two - **Contents** for **contents** in a furniture store

- a) any amount over 20% of the sum insured under Section Two - **Contents** for the **contents** of the **buildings** damaged or destroyed
-

- 
- E) the increased costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **home** cannot be lived in following loss or damage which is covered under Section Two – **Contents**
- a) any amount over 20% of the sum insured under Section Two - **Contents** for the **contents** of the **buildings** damaged or destroyed
- 

- F) the cost of repairing **accidental damage** to
- domestic oil pipes
  - underground water-supply pipes
  - underground sewers, drains and septic tanks
  - underground gas pipes
  - underground cables
- a) for damage due to wear and tear or any gradually operating cause
- b) the first £100 of every claim
- 

which **you** are legally liable for as tenant only

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- G) **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under Section Two - **Contents**
- a) any amount over 10% of the sum insured under Section Two - **Contents** for the **contents** of the **buildings** damaged or destroyed
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** 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 **buildings** are not **furnished** enough to be normally lived in
- f) the first £100 of every claim
- 

- H) fatal injury to **you**, happening at the **premises** shown in the **schedule**, 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:
- £10,000 for each **insured** person over the age of majority within the **United Kingdom**,
  - £5,000 for each **insured** person under the age of majority within the **United Kingdom** at the time of the incident.
- 

- 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
- a) any amount over £1,000 in total
-

J) increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	a) more than £1,000 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Section One – <b>Buildings</b> and Section Two - <b>Contents</b> , we will not pay more than £1,000 in total
K) loss or damage to <b>contents</b> whilst being moved to <b>your</b> new permanent <b>home</b> in the British Isles by professional removers.	a) damage to china, glass and similar brittle items, unless they have been packed by professional packers. b) the first £100 of every claim c) loss or damage that is not reported within 7 days of <b>your contents</b> being delivered to <b>your new home</b>
L) loss or damage to visitors <b>personal possessions</b> by any event insured under numbers 1-10 in Section Two - <b>Contents</b> whilst contained within <b>your home</b>	a) any amount over £250 in total
M) an additional amount of 15% or £5,000 of the sum insured for <b>contents</b> whichever is the greater during: <ul style="list-style-type: none"> <li>• the months of December and January</li> <li>• a period of 60 days either side of the day of <b>your</b> wedding</li> </ul> <p>to provide additional cover within the <b>home</b> in respect of presents, gifts, new purchases or acquisitions</p>	
N) loss or damage to <b>contents</b> and <b>personal possessions</b> at a residential care <b>home</b> attended by <b>you</b> or <b>your</b> parents	a) any amount over £2,500 in total b) any amount over £250 for any one single item, pair, set or collection c) theft cover unless following forcible and violent entry or exit d) the first £100 of every claim
O) loss or damage to <b>contents</b> temporarily at a boarding school or university halls of residence whilst <b>you</b> are attending further education	a) any amount over £2,000 in total b) any amount over £250 for any one single item, pair, set or collection c) any amount over £250 in total any one <b>period of insurance</b> in respect of computer games, videos, DVD's, CD's and similar media d) theft cover unless following forcible and violent entry or exit e) pedal cycles, computer equipment, musical instruments or sports equipment



P) the cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<ul style="list-style-type: none"> <li>a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply</li> <li>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</li> <li>c) any amount over £1,000 in total</li> <li>d) the first £100 of every claim</li> </ul>
Q) the cost of cleaning, repairing or restoration of any gravestone or surround being that of <b>your</b> immediate family resulting from malicious damage or graffiti	<ul style="list-style-type: none"> <li>a) any amount over £500 in total</li> <li>b) the first £100 of every claim</li> </ul>
R) the cost of advertising in the event of <b>your</b> pet going missing as a result of any insured peril in pursuance of their return	<ul style="list-style-type: none"> <li>a) any amount over £150 in total</li> </ul>
S) <b>we</b> will indemnify <b>you</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>	<p><b>we</b> will not indemnify <b>you</b> for <b>bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>a) from any vehicle outside the <b>premises</b></li> <li>b) from any vehicle used for racing, pacemaking or speed testing</li> <li>c) from any communicable disease or condition</li> <li>d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b></li> </ul> <p><b>we</b> will not pay more than <b>£5,000,000</b> for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>we</b> have agreed in writing.</p>

## SECTION TWO – ACCIDENTAL DAMAGE TO CONTENTS

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

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### WHAT IS COVERED

This extension covers

**Accidental damage** to the **contents** within the **home**

### WHAT IS NOT COVERED

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under Section Two - **Contents**
  - b) for damage to **contents** within garages and outbuildings
  - c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
  - d) for damage caused by chewing, tearing, scratching or fouling by animals
  - e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles unless specified in the **schedule**
  - f) for **money, credit cards**, documents or stamps
  - g) for damage to contact, corneal or micro corneal lenses
  - h) for damage while the **home** is lent, let or sublet
  - i) for damage caused by wear and tear, insects, **vermin**, birds, domestic pets, infestation, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
  - j) for damage arising out of faulty design, specification, workmanship or materials
  - k) for damage from mechanical or electrical faults or breakdown
  - l) for damage caused by dryness, dampness, extremes of temperature and exposure to light
  - m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
  - n) for the first £100 of every claim
  - o) for loss or damage arising from demolition, structural alteration or structural repair of the **buildings**
-

## Settling

Conditions that apply to Section Two - Contents only

### HOW WE DEAL WITH YOUR CLAIM

- 1) If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
  - the new article is as close as possible to but not an improvement on the original article when it was new; and
  - **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes or pedal cycles where **we** will take off an amount for wear and tear and 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

- 1) **We** will not reduce the sum insured under Section Two - **Contents** after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 2) If **you** are under insured, which means the cost of 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.

### INDEX LINKING

The sums insured in Section Two - **Contents** will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### LIMIT OF INSURANCE

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent and alternative accommodation.

## SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

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### WHAT IS COVERED

This insurance covers

**Valuables** and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage within **United Kingdom**, Europe and up to 60 days worldwide.

### WHAT IS NOT COVERED

We will not pay

- a) for damage caused by moth, **vermin**, dry or wet rot, wear and tear or any gradually operating cause
  - b) for damage from electrical or mechanical faults or breakdown
  - c) any amount over £1,000 for any one item including articles forming part of a pair or set unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
  - d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
  - e) for damage to guns caused by rusting or bursting of barrels
  - f) for breakage of any sports equipment whilst in use
  - g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids or dental appliances
  - h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
  - i) the first £50 of every claim in respect of unspecified items
  - j) Computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
  - 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**
  - l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
-

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**Money and credit cards** – This section of insurance extends to cover the following

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)** within the geographical limits shown in the **schedule**, provided that;
- within 24 hours of **you** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

- a) to make up any shortages due to error or omission
- b) for loss of value
- c) the first £50 of every claim
- d) more than the amount shown in the **schedule**

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**Pedal Cycles** – This section of insurance extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

- a) for loss or damage to:
  - tyres,
  - lamps,
  - accessories,unless the cycle is stolen or damaged at the same time
- b) for loss or damage due to wear and tear or any gradually operating cause
- c) for damage from mechanical or electrical faults or breakdown
- d) 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
- e) 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
- f) more than £500 per cycle unless specified in the **schedule**

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**Mobile Phone**

Mobile Phones – this section of insurance extends to cover the cost of repairing or replacing **your** mobile phone following:

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

Any **mobile phone** over £101 needs to be specified on the **schedule**.

The model name, model number and serial number must be noted in full on the **schedule**.

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- a) the first £50 of every claim
- b) for loss or damage due to wear and tear or any gradually operating cause
- c) for damage from mechanical or electrical faults or breakdown
- d) any amount over £100 unless specified in the **schedule**
- e) if the **mobile phone** and sim card are not registered to **you**.
- f) any loss if the mobile phone was not purchased within 3 years of the date of the loss/claim

## Settling

Conditions that apply to Section Three - **Valuables and Personal Possessions** only

### HOW WE DEAL WITH YOUR CLAIM

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

### YOUR SUM INSURED

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement. However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

### INDEX LINKING

The sums insured in Section Three - **Valuables** and **Personal Possessions** will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### LIMIT OF INSURANCE

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent and alternative accommodation.

## SECTION 4 – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One - **Buildings** or the **contents** are insured under Section Two - **Contents** 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.

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#### WHAT IS COVERED

We will indemnify **you**

- (i) as owner or occupier for any amounts **you** become legally liable to pay as damages for
  - **bodily injury**
  - damage to propertycaused by an accident happening at the **premises** during the **period of insurance**,
- OR
- (ii) as a private individual for any amounts **you** become legally liable to pay as damages for
  - **bodily injury**
  - damage to propertycaused by an accident happening anywhere in the world during the **period of insurance**

#### WHAT IS NOT COVERED

We will not indemnify **you** for any liability

- a) for **bodily injury** to
    - **you**
    - any other permanent member of the **home**
    - any person who at the time of sustaining such injury is engaged in **your** service
  - b) for **bodily injury** arising directly or indirectly from any communicable disease or condition
  - c) arising out of any criminal or violent act to another person
  - d) for damage to property owned by or in the charge or control of
    - **you**
    - any other permanent member of the **home**
    - any person engaged in **your** service
  - 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 **period of insurance**
  - f) arising directly or indirectly out of any profession, occupation, business or employment
-

- 
- g) which **you** have assumed under contract and which would not otherwise have attached
- h) arising out of **your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises** and
    - pedestrian controlled gardening equipment used elsewhere
  - ii) any power-operated lift
  - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- i) in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
  - reported to us not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- j) arising out of **your** ownership, occupation, possession or use of any land or **building** that is not within the **premises**
- k) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
-



## SECTION 4 – LEGAL LIABILITY TO THE PUBLIC CONTINUED

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One - **Buildings** or the **contents** are insured under Section Two - **Contents** of this insurance.

### PART B

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#### WHAT IS COVERED

We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

#### WHAT IS NOT COVERED

We will not indemnify **you**

for any amount in excess of £100,000

### PART C

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#### WHAT IS COVERED

We will indemnify **you** for

any amount **you** 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 **home** previously owned and occupied by **you**

#### WHAT IS NOT COVERED

We will not indemnify **you**

- for any liability if **you** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault

### 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.

# NOTICE TO THE INSURED

## LAW APPLICABLE TO CONTRACT

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

## CUSTOMER-CARE POLICY

**We** are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

**We** may record phone calls.

For complaints about claims, contact:

**Ageas Insurance Limited Per Davies Managed Systems Limited**  
P.O. Box 2801  
Stoke-on-Trent  
Staffordshire  
ST4 9DN

**Telephone: 0344 371 2390**

For complaints about policy administration and documents, contact:

**County Insurance Services Limited**  
County House  
Langford Lane  
Kidlington  
OX5 1LQ

**Telephone: 01865 844980**

**Email: [schemes@county-insurance.co.uk](mailto:schemes@county-insurance.co.uk)**

**We** promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 8 weeks. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

## FINANCIAL OMBUDSMAN SERVICE

If **you** are not happy with **our** decision, **you** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

**Their address is:**

**The Financial Ombudsman**  
Exchange Tower  
London  
E14 9SR

**Phone** (from a land line): 0800 023 4567

(from a mobile): 0300 123 9123

**You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The Ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the Ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

#### **FINANCIAL CONDUCT AUTHORITY**

Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority. **You** can check their website ([www.fca.org.uk](http://www.fca.org.uk)), which includes a register of all the firms they regulate.

Or **you** can phone them on **0800 111 6768**.

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

**We**, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100**.

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**County Insurance Services Limited** are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267).  
Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

Ageas Insurance Limited Registered Number: 354568. Registered in England and Wales. Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.