

# European Risk Insurance Company

---

EUROPEAN RISK INSURANCE COMPANY

Skipholtí 50d  
105 Reykjavík  
Iceland

mail: [info@erichf.com](mailto:info@erichf.com)

---

## HOUSEHOLD BUILDINGS / CONTENTS POLICY

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 of insurance shown in the schedule.

When drawing up this Policy, 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.

Signed



Director

For and on behalf of European Risk Insurance Company

---

### Important Notice to the Insured

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. The Company should be contacted immediately if any correction is necessary

---

This policy, schedule and any endorsement applying to your policy form 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, does not meet your requirements or if you would like to ask any questions.

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

<b>Bodily Injury</b>	Bodily Injury includes death, illness or disease but not defamation.
<b>Buildings</b>	<ul style="list-style-type: none"> <li>· The home and its decorations</li> <li>· Fixtures and fittings attached to the home</li> <li>· Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally responsible within the premises and named in the schedule.</li> </ul>
<b>Contents</b>	<p>Household goods and personal property, within the home, which are your property or which you are legally responsible for.</p> <p>Contents includes:</p> <ul style="list-style-type: none"> <li>· tenant's fixtures and fittings</li> <li>· radio and television aerials, satellite dishes, wind turbines, solar panels, their fittings and masts which are attached to the home</li> <li>· property in the open but within the premises up to £500 in total (other than radio and television aerials, satellite dishes, wind turbines, solar panels, their fittings and masts which are attached to the home)</li> <li>· money and credit cards up to £300 in total</li> <li>· deeds and registered bonds and other personal documents up to £1500 in total</li> <li>· stamps or coins forming part of a collection up to £1500 in total</li> <li>· Gold, Silver, Gold &amp; Silver plated articles and Jewellery up to £5000 or 35% of the sum insured for contents (10% of the sum insured for contents for any one item) within the private dwelling</li> <li>· domestic oil in fixed fuel oil tanks up to £1000</li> <li>· office equipment up to £5,000 or 20% of the sum insured for contents whichever is the less, within the home</li> </ul> <p>Contents 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 buildings</li> <li>· any property held or used for business purposes other than as defined under office equipment</li> <li>· any property insured under any other insurance.</li> </ul>
<b>Credit cards</b>	credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Europe</b>	<p>'Europe' will include:</p> <ul style="list-style-type: none"> <li>· all Mediterranean Islands;</li> <li>· all countries with a Mediterranean shoreline;</li> <li>· the Canary Islands;</li> <li>· Madeira;</li> </ul> <p>and journeys between these countries.</p>
<b>Excess</b>	The amount payable by you in the event of a claim.
<b>Home</b>	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.

<b>Money</b>	<ul style="list-style-type: none"> <li>· current legal tender, cheques, postal and money orders</li> <li>· postage stamps not forming part of a stamp collection</li> <li>· savings stamps and savings certificates, travellers' cheques</li> <li>· premium bonds, luncheon vouchers and gift tokens</li> </ul> <p>all held for private or domestic purposes.</p>
<b>Occupant</b>	you or the persons authorised by you to stay in the home overnight.
<b>Office Equipment</b>	<p>computers and home office equipment belonging to you and used in conjunction with your business at the home.</p> <p>Office equipment does NOT include:</p> <ul style="list-style-type: none"> <li>· loss of magnetism or corruption of data</li> <li>· compensation for you not being able to use the computer or any equipment following loss or damage</li> <li>· equipment more specifically insured by any other insurance</li> <li>· the cost of reconstituting any lost or damaged data</li> <li>· any business stock or money held for business purposes</li> <li>· equipment being confiscated or repossessed</li> <li>· loss or damage to computer software, software tapes / discs / CD ROMs and any data stored.</li> </ul>
<b>Period of insurance</b>	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.
<b>Personal possessions</b>	<p>Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you</p> <p>Personal possessions does NOT include:</p> <ul style="list-style-type: none"> <li>· money and credit cards</li> <li>· pedal cycles.</li> </ul>
<b>Premises</b>	The address, which is named in the schedule.
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower, trays, shower screens, baths and bath panels.
<b>Schedule</b>	The schedule is part of this insurance and contains the details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Terrorism</b>	<p>any act(s) of any person(s) or organisation(s) involving</p> <ul style="list-style-type: none"> <li>· the causing, occasioning or threatening of harm of whatever nature and by whatever means</li> <li>· putting the public or any section of the public in fear</li> </ul> <p>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.</p>
<b>United Kingdom</b>	The 'United Kingdom' 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>· gold, silver and gold and silver-plated articles</li> <li>· pictures.</li> </ul> <p>which are your property or which you are legally responsible for</p>
<b>We / us / our / the Company</b>	European Risk Insurance Company
<b>You / your / insured</b>	The person or persons named in the schedule and all members of their family who permanently live in the home.

---

## General Conditions applicable to the whole of this insurance

---

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

### Your duties

1. You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
2. You must tell your broker immediately if you
  - stop using the home as your permanent private residence, or
  - regularly leave the home unattended by day or by night other than your normal job of work and holidays not exceeding 30 consecutive days in length
  - leave the home without an occupant for more than 30 consecutive days in length.

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

3. You must tell your broker before you start any conversions, extensions or other structural work to the buildings that
  - change the use of the buildings in any way
  - involves the external surfaces of the buildings being affected/changed
  - means you having to move out of the buildings for any period of time

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

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

### Cancellation of this insurance

1. You are entitled to cancel this insurance by writing to your broker within 14 days of either:
  - the date you receive your insurance documentation; or
  - the start of the period of insurancewhichever is the later. Providing you have not made any claims we will refund the premium.
2. You can also cancel this insurance at any time during the period of insurance by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the period of insurance.
3. We can cancel this insurance by giving you 7 days notice in writing, which we will send to the address shown in the schedule. Any return premium due to you will depend on how long this insurance has been in force.

### The Law Applicable to this Insurance

Under European law, you and the insurer 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.

### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contract (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.

### **Unoccupancy**

If your home is left without an authorised occupant for more than 30 consecutive days/nights without our written agreement this insurance will cover Fire/Lightning/Explosion and Earthquake only with effect from day 31 of unoccupancy. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the schedule.

---

## 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 damage to any property whatsoever, or an loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature

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

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

### b) War Exclusion

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

### c) 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 or any consequential loss;
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 corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

### d) Diminution in value

We will not pay for any diminution in value to all property following a valid claim under this insurance.

### e) Existing and Deliberate Damage

We will not pay for loss or damage

- occurring outside of the period of insurance
- caused deliberately by you or any person lawfully in the home
- due to consequential loss of any kind or description.

### f) Biological and Chemical Contamination Exclusion

We will not pay for

- a. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature
- c. death or injury to any person

directly or indirectly caused by or contributed to by Biological or Chemical contamination arising from

- i. terrorism
- ii. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of terrorism.

### h) Wear, Tear and Gradual Deterioration

This insurance does not cover loss or damage resulting from wear, tear or gradually operating causes.

### i) Asbestos / Silica

liability arising directly or indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or any materials containing asbestos or silica in whatever form or quantity.

### j) Electronic Date Recognition

liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and / or any microchip, integrated circuit or

similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

**k) Toxic Mould**

Injury or Damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom.

## SECTION ONE (Buildings)

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

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the excess(es) shown on your Schedule
2. aircraft and other flying devices or items dropped from them	the excess(es) shown on your Schedule
3. storm, flood or weight of snow	<ul style="list-style-type: none"> <li>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one</li> <li>b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences</li> <li>c) the excess(es) shown on your Schedule</li> </ul>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one for loss or damage to domestic fixed fuel-oil tanks and</li> <li>b) swimming pools</li> <li>c) the first £250 of each claim</li> <li>d) for loss or damage while the buildings are not furnished enough to be normally lived in</li> </ul>
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	<ul style="list-style-type: none"> <li>a) for loss or damage due to wear and tear or any gradually operating cause</li> <li>b) the excess(es) shown on your Schedule</li> <li>c) for loss or damage caused by faulty workmanship</li> <li>d) for loss or damage while the buildings are not furnished enough to be normally lived in</li> </ul>
6. theft or attempted theft	<ul style="list-style-type: none"> <li>a) for loss or damage while the home is not furnished enough to be normally lived in</li> <li>b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry</li> <li>c) the excess(es) shown on your Schedule</li> </ul>
7. collision by any vehicle or animal	the excess(es) shown on your Schedule
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 buildings are not furnished enough to be normally lived in</li> <li>b) the excess(es) shown on your Schedule</li> </ul>
9. subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> <li>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, 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</li> <li>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</li> <li>c) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>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</li> <li>e) the first £1,000 of every claim</li> <li>f) for loss or damage caused by coastal erosion</li> <li>g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</li> </ul>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes, wind	<ul style="list-style-type: none"> <li>a) for loss or damage to radio and television aerials, satellite dishes, wind turbines, solar panels their fittings and masts</li> </ul>

	turbines, solar panels and their fittings and masts	b) the excess(es) shown on your Schedule
11.	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) for loss or damage to gates and fences c) the excess(es) shown on your Schedule

<b>This section of the insurance also covers</b>		<b>We will not pay</b>
A)	the cost of repairing accidental damage to <ul style="list-style-type: none"> <li>· fixed glass and double glazing (including the cost of replacing frames)</li> <li>· solar panels</li> <li>· sanitary ware</li> <li>· ceramic hobs</li> </ul> all forming part of the buildings	a) for damage while the buildings are not furnished enough to be normally lived in b) the excess(es) shown on your Schedule
B)	the cost of repairing accidental damage caused by external and visible means from a single identifiable event 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> serving the home and which you are legally responsible for	a) for damage due to wear and tear or any gradually operating cause b) the excess(es) shown on your Schedule
C)	loss of rent due to you which you are unable to recover <ul style="list-style-type: none"> <li>· additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for</li> </ul> while the buildings cannot be lived in following loss or damage which is covered under section one	any amount over 10% of the sum insured for the buildings damaged or destroyed
D)	expenses you have to pay and which we have agreed in writing for <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 you have to pay in order to comply with any Government or local authority requirements</li> </ul> following loss or damage to the buildings which is covered under section one	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
E)	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 one	more than £750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £750 in total
F)	anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance

### 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 the following	We will not pay
accidental damage to the buildings	<ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which we specifically exclude elsewhere under section one</li> <li>b) for the buildings moving, settling, shrinking, collapsing or cracking</li> <li>c) for damage while the home is being altered, repaired, cleaned, maintained or extended</li> <li>d) for damage to outbuildings and garages which are not of standard construction</li> <li>e) for damage while the home is lent, let or sublet</li> <li>f) for the cost of general maintenance</li> <li>g) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>h) for damage arising from faulty design, specification, workmanship or materials</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, 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 excess(es) shown on your Schedule</li> </ul>

**Conditions that apply to Section One (Buildings) only**

Settling claims

How we deal with your claim

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

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.
5. The sums insured in section one (buildings) will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.

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.

Limit of insurance

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

## SECTION TWO (Contents)

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

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the excess(es) shown on your Schedule
2. aircraft and other flying devices or items dropped from them	the excess(es) shown on your Schedule
3. storm, flood or weight of snow	a) for property in the open b) the excess(es) shown on your Schedule
4. escape of water from fixed water tanks, apparatus or pipes	the excess(es) shown on your Schedule
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 excess(es) shown on your Schedule
6. theft or attempted theft	a) for loss or damage whilst the home 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 contents whichever is greater, within detached domestic outbuildings and garages c) the excess(es) shown on your Schedule
7. collision by any vehicle or animal	the excess(es) shown on your Schedule
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for civil commotion in Northern Ireland b) the excess(es) shown on your Schedule
9. subsidence or heave of the site upon which the buildings 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 arising from faulty design, specification, workmanship or materials 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 buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) the excess(es) shown on your Schedule
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 excess(es) shown on your Schedule

What is covered	What is not covered
This section of the insurance also covers	We will not pay
A) accidental damage to · televisions, satellite decoders · audio and video equipment · radios · home computers, video cassette recorders all situated within the home	a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling b) for loss or damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) the excess(es) shown on your Schedule

<p>B) accidental breakage of</p> <ul style="list-style-type: none"> <li>· fixed glass and double glazing</li> <li>· sanitary ware</li> <li>· mirrors</li> <li>· glass tops and fixed glass in furniture</li> <li>· ceramic hobs</li> </ul> <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for</p>	<p>a) for the cost of repairing, removing or replacing frames</p> <p>b) the excess(es) shown on your Schedule</p>
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> <li>· in any occupied private dwelling</li> <li>· in any buildings where you are living or working</li> <li>· in any building for valuation, cleaning or repair</li> <li>· in any furniture store</li> <li>· in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>a) for contents outside the United Kingdom</p> <p>b) for money or credit cards</p> <p>c) any amount over 20% of the sum insured under section two for contents in a furniture store</p> <p>d) the excess(es) shown on your Schedule</p>
<p>D) up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>E) 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</p>	<p>any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<p>a) any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from subsidence, heave or landslip for loss or damage caused by any person taking part in a riot,</p> <p>d) violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>for loss or damage while the buildings are not furnished</p> <p>e) enough to be normally lived in</p> <p>the excess(es) shown on your Schedule</p> <p>f)</p>
<p>G) the cost of repairing accidental damage caused by external and visible means from a single identifiable event 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 you are legally liable for as tenant only</p>	<p>a) for loss or damage due to wear and tear or any gradually operating cause</p> <p>b) the excess(es) shown on your Schedule</p>
<p>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:</p>	<ul style="list-style-type: none"> <li>- £10,000 for each insured person over sixteen years of age</li> <li>- £5,000 for each insured person under sixteen years of age or under , 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 you claim for such loss under sections one and two, we will not pay more than £750 in total
K) wedding gifts within the home against loss or damage by events 1-10 of section 2 contents, for one month before and one month after the wedding day of you or any member of your family (if within the period of insurance). We will increase the contents sum insured by £1,000 to cover loss or damage to wedding gifts.	the excess(es) shown on your Schedule
L) Christmas gifts within the home against loss or damage by events 1-10 of section 2 contents, during the month of December. We will increase the contents sum insured by £1,000 to cover loss or damage to Christmas gifts.	the excess(es) shown on your Schedule

### Accidental Damage to Contents

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the contents within the home	<ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which we specifically exclude elsewhere under section two</li> <li>b) for damage to contents 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 £1000 in total for porcelain, china, glass and other brittle articles</li> <li>f) for money, credit cards, documents or stamps</li> <li>g) for damage to contact, corneal or micro corneal lenses</li> <li>h) for damage while the home is lent, let or sub let</li> <li>i) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>j) for damage arising out of faulty design, specification, workmanship or materials</li> <li>k) for damage from mechanical or electrical faults or</li> <li>l) breakdown</li> <li>m) for damage caused by dryness, dampness, extremes of temperature and exposure to light</li> <li>n) any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> </ul> <p>the excess(es) shown on your Schedule</p>

### Conditions that apply to section two (contents) only

Settling claims

#### How we deal with your claim

1. If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under section two. For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:

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

The above basis of settlement will not apply to

- clothes
- pedal cycles

where we will take off an amount for 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

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.

#### 5. Index-linking clause

The sums insured in section two (contents) will be indexed each month in line with the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.

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.

#### 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.

<b>What is covered</b>	<b>What is not covered</b>
We will indemnify you	We will not indemnify you
for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for Bodily Injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	for Bodily Injury arising directly or indirectly <ul style="list-style-type: none"><li>· from any vehicle outside the premises</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 period of insurance</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
We will indemnify you	We will not indemnify you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>· Bodily Injury</li> <li>· damage to property</li> </ul> <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>· Bodily Injury</li> <li>· damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for Bodily Injury to</p> <ul style="list-style-type: none"> <li>· you</li> <li>· any other permanent member of the home</li> <li>· any person who at the time of sustaining such injury is engaged in your service</li> </ul> <p>b) for Bodily Injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act against 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>· you</li> <li>· any other permanent member of the home</li> <li>· any person engaged in your 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 period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>h) arising out of your 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 premises and</li> <li>· pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii) any power-operated lift</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>· caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and</li> <li>· reported to us not later than 30 days from the end of the period of insurance;</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 your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any house insurance, until such insurance(s) is exhausted</p>

## Part B

<b>What is covered</b>	<b>What is not covered</b>
We will pay for	We will not indemnify you
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: <ul style="list-style-type: none"><li>· Part A(ii) of this section would have indemnified you had the award been made against you rather than to you</li><li>· there is no appeal pending</li><li>· you agree to allow us to enforce any right which we shall become entitled to upon making payment</li></ul>	For any amount in excess of £100,000

## Part C

<b>What is covered</b>	<b>What is not covered</b>
We will indemnify you for	We will not indemnify you
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	<ul style="list-style-type: none"><li>· for any liability if you are entitled to indemnity under any other insurance</li><li>· for the cost of repairing any fault or alleged fault</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 of the costs and expenses which we have agreed in writing.

---

## SECTION FIVE (Valuables and Personal Possessions)

---

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

What is covered	What is not covered
This insurance covers	We will not pay
Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule	<ul style="list-style-type: none"><li>a) for damage caused by moth, vermin, wear and tear or any gradually operating cause</li><li>b) for damage from electrical or mechanical faults or breakdown</li><li>c) any amount over £1,500 for any one item unless stated otherwise in the schedule</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 your personal supervision</li><li>i) the first £25 of every claim in respect of unspecified items</li><li>j) for mobile telephones and computer equipment unless otherwise stated in the schedule</li><li>k) any amount over £250 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 your 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 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 items 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.

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

### Limit of insurance

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

---

**SECTION EIGHT (Money and Credit Card cover)**

---

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

<b>What is covered</b>	<b>What is not covered</b>
Section five of this insurance extends to cover	We will not pay
<ul style="list-style-type: none"><li>· theft or accidental loss of money</li><li>· any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)</li></ul> within the geographical limits shown in the schedule, provided that <ul style="list-style-type: none"><li>· within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and</li><li>· you have complied with all other conditions under which your credit card(s) were issued to you</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 excess(es) shown on your Schedule</li></ul>

Limit of insurance

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

---

## DATA PROTECTION

---

For the purposes of the Data Protection Act 1998, you consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to this insurance by the Company and/or any agent or third party nominated by the Company and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

---

## COMPLAINTS PROCEDURE

---

The Company is committed to providing you with the high quality of service you have the right to expect and which we expect to maintain throughout the duration of the Policy. In order for this level of service to be fully appreciated, we would first ask you to read the Policy carefully to ensure you understand the extent of the cover provided and the conditions and exclusions which apply and particularly, the actions you must take if and when you become aware of a claim or a circumstance which may give rise to a claim being made against you.

If you have any questions or concerns about your Policy that cannot be answered to your satisfaction by your Broker, then please contact the Company at the contact address shown below.

If you feel that we have failed to provide you with a first class service, please write and tell us and we will do our very best to resolve the matter with you. If you have any complaint or issues over the handling of a claim you should, in the first instance, contact the Company's Compliance Officer, at the same contact address.

UK Contact Address:

European Risk Insurance Company  
39 Clarence Street  
Southend-on-sea  
Essex  
SS1 1BH

[www.erichf.com](http://www.erichf.com)

If you are still unhappy with the way your complaint has been handled, then please contact the Managing Director at the above contact address.

Complaints that cannot be resolved through the procedure described above may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

---

## Making a Claim and Claims Conditions applicable to the whole of this insurance

---

Naturally we hope you won't have any accidents or misfortune, but if you do, the following procedure should be followed.

First of all, check your schedule and the relevant section in this booklet to make sure that the loss or damage is covered. Read carefully any exceptions or conditions that may apply and refer to the 'Your duties' section outlined below. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.

All claims to be reported without delay to;

Knowles Loss Adjusters,  
51/52 St Johns Square,  
London,  
EC1V 4JL.

Their telephone number is 01256 336 241

Their web-site is [www.k-l-a.co.uk](http://www.k-l-a.co.uk)

You will be asked for:

- Your name and address
- The policy number stated on your schedule

We will take full details of your claim and let you know what you need to do next. In some cases this will mean the involvement of an independent loss adjuster who will make sure that your claim is settled fairly and satisfactorily.

### 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 any other information they require within 30 days of their request.
3. you must forward to us within 3 days, any letter, claim, writ, summons or other legal document you receive if a claim for liability is made against you. You must forward all information unanswered.
4. you must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. you must not admit liability or offer or agree to settle any claim without our written permission.
6. you must take all reasonable care to limit any loss, damage or injury.
7. you must provide us with, at your own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
8. you must not dispose of or repair any damaged property before we have had the opportunity to inspect them or you have been advised by us to dispose of them.
9. you must not abandon any property to us without our written permission.

If you fail to comply with any of the above duties this may invalidate a claim.

### 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**

You must not act in a fraudulent manner.

If you or anyone acting with you:

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submits a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by your wilful act or connivance

then:

- we shall not pay the claim
- we shall not pay any other claim with has been or will be made under the insurance
- we may at our option declare the insurance void

- we shall be entitled to recover from you the amount of any claim already paid under the insurance since the last renewal date
- we shall not return any premium
- we may inform the Police of the circumstances.