



# MIDAS

*Crown*  
Policy Wording



*providing the missing piece*

## WHAT IS IN THIS BOOKLET



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## INTRODUCTION



**Your Policy** wording, **Policy Schedule** and any **Endorsements** are all part of the **Policy**. Your **Policy** is evidence of the contract of insurance. You should read it carefully and keep it in a safe place.

In return for having accepted **Your** premium **We** will in the event of injury, loss or damage happening within the **Period of Insurance** provide insurance as described in the following pages and referred to in **Your Schedule**.

For the contract to be valid all the information **You** have given **Us** as part of Your application must be true and complete to the best of **Your** knowledge and belief otherwise **Your Policy** may not protect **You** in the event of a claim.

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

The Written agreement allows Midas Underwriting Limited to sign and issue this policy on behalf of AXA Insurance UK plc

**We recommend You read this Policy 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 or agent** immediately if this document is not correct or if **You** would like to ask any questions.

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### Main Business of Insurer Statement

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## DEFINITIONS



Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this insurance.

<b>You / Your / Insured</b>	The person or persons named in the <b>Schedule</b> , <b>Your</b> domestic partner, children, Your Family <b>Domestic Staff</b> , and any other person permanently living with You and not paying commercial rent.
<b>We / Us / Our</b>	Midas Underwriting Limited on behalf of AXA Insurance UK plc
<b>Your broker or agent</b>	The adviser who placed this Insurance on your behalf.
<b>Domestic Staff</b>	A person employed to carry out domestic duties associated with <b>Your Home</b> and not employed by <b>You</b> in any capacity in connection with any trade profession or employment.
<b>Schedule</b>	The Schedule forms part of this insurance and contains details of <b>Your premises</b> , the Sums insured, the <b>Period of Insurance</b> and the sections of this insurance which apply.
<b>Endorsement</b>	A change to the terms and conditions of this insurance as shown on <b>Your Schedule</b>
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown on the <b>Schedule</b> and for which <b>You</b> have paid and <b>We</b> have accepted a premium.
<b>Buildings</b>	<b>Your Home</b> , and its permanent fixtures and fittings including <ul style="list-style-type: none"><li>• tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges</li><li>• permanently installed swimming pools and hot tubs but not their covers</li><li>• permanently connected drains, pipes, cables, service tanks, central heating oil tanks, wind turbines, solar panels and ground source heating pumps all sited within the boundaries of the land belonging to <b>Your Home</b></li></ul>
<b>Premises</b>	The address which is named in the <b>Schedule</b> .
<b>Home</b>	The private dwelling, garages and outbuildings used for domestic purposes at the <b>Premises</b> shown in the <b>Schedule</b> .
<b>Tenant</b>	The occupier(s) of the <b>Premises</b> when let and signatory to the tenancy agreement
<b>Contents</b>	Household goods and personal property, within the <b>Home</b> , which are Your property or which <b>You</b> are legally responsible for. Contents includes: <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b></li><li>• property in the open but within the <b>Premises</b> up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b>)</li><li>• <b>Money</b> and <b>credit cards</b> up to £400 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 £2000 in total</li><li>• <b>Valuables</b> up to £5000 or 10% of the sum insured for Contents whichever is the greater, within the private dwelling (subject to a single article limit of £2000)</li><li>• The limit on any one item or Collection (excluding <b>Valuables</b>) is £10,000 or 20% of the sum insured whichever the lesser.</li><li>• pedal cycles up to £300 for any one cycle</li><li>• domestic oil in fixed fuel oil tanks up to £1000</li></ul>

## DEFINITIONS (continued)



	Contents does NOT include:
	<ul style="list-style-type: none"><li>• motor vehicles (other than domestic garden machinery, pedestrian controlled models or toys and mobility scooters), caravans, trailers or watercraft, or aircraft or their accessories</li><li>• any living creature</li><li>• trees, bushes, plants or shrubs other than those normally kept in the <b>Home</b></li><li>• any part of the <b>Buildings</b></li><li>• any property held or used for business purposes other than office equipment up to £5,000 in total</li><li>• any property insured under any other insurance.</li></ul>
<b>Bodily injury</b>	A physical injury, death or disease that is caused by a sudden, unexpected, external and visible event.
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• jewellery</li><li>• furs</li><li>• gold, silver, gold and silver plated articles and other precious metals</li><li>• pictures, paintings and other works of art.</li></ul>
<b>Personal possessions</b>	Clothing, baggage, guns, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to <b>You</b> Personal possessions does NOT include: <ul style="list-style-type: none"><li>• <b>Money and Credit cards</b></li><li>• pedal cycles.</li><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><li>• all held for private or domestic purposes.</li></ul>
<b>Money</b>	
<b>Credit cards</b>	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom and belonging to <b>You</b> .
<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>Business Equipment</b>	Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment and office equipment owned by You used in connection with a business that may be run from the <b>Home</b> .
<b>Collection</b>	A group of more than ten items of a similar or identical type.
<b>Europe</b>	Anywhere in Europe, Jordan, Madeira, the Canary or Mediterranean Islands and those countries bordering the Mediterranean
<b>Excess</b>	The first part of any claim You have to bear as stated in the Policy wording unless otherwise stated by <b>Endorsement</b> within the <b>Policy Schedule</b> . If more than one <b>Policy</b> section is affected by the same claim only one excess will be deducted. If the Excesses under each section are different the higher excess will be deducted.
<b>Policy</b>	Your Policy wording and most recent Policy <b>Schedule</b> including any <b>Endorsements</b> .
<b>Unoccupied</b>	Not lived in by <b>You</b> or <b>Your</b> Family or by any other person to whom <b>You</b> may have given <b>Your</b> permission for more than 30 consecutive days
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Standard Construction</b>	Built of brick stone or concrete and roofed with slates or tiles

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE



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

**You** and **Your Family** must comply with the following general conditions to have full protection of the **Policy**.

If **You** or **Your Family** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of the claim payment.

### **Your** duties

#### 1. Keeping **Your** sums insured at the correct level

**You** must at all times keep the sums insured at a level which represents the full value of the property insured

Full value means:

for the **Buildings**:

the necessary cost of rebuilding if the **Buildings** were completely destroyed

*This is not the market value*

for the **Contents**:

The current cost as new (other than clothes furs and household linen)

For clothes furs and household linen the current cost as new less an appropriate allowance for wear and tear

#### 2. Changes in **Your** circumstances

**You** must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address
- structural alteration to **Your Home**
- if **You** or **Your Family** intend to let or sub-let **Your Home**
- if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes
- if **Your Home** will be or becomes **Unoccupied**
- if **You** or **Your Family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences

**We** will then advise **You** of any change in terms

If **You** are in any doubt please ask **Your Broker or Agent**

#### 3. Taking care of **Your** Property

**You** and **Your Family** must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage

**You** must maintain the property insured in good repair

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

#### 4. **Your** Duty

It is **Your** duty to ensure that the terms and conditions of this **Policy** are duly observed and complied with by **You**

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE (continued)



### 5. Cancelling **Your** Cover

#### Statutory Cancellation Rights

**You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the Cancellation Period) by writing to **Us** during the Cancellation Period:

There is no refund of premium in the event of a total loss claim. However in all other cases **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss if **You** are paying by instalments **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made

#### Cancellation Outside The Statutory Period

**You** may cancel this **Policy** at any time by providing written notice to **Your broker or agent**.

Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at

**Our** discretion deduct the outstanding instalments due from any claim payment made

**We** reserve the right to cancel the **Policy** by providing 30 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above

### 6. Non payment of premiums

**We** reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments

### 7. Premiums paid and up to date

#### PAYMENTS BY DIRECT DEBIT

If the premiums are paid monthly these will be collected on the cover start date of the insurance shown in the **Schedule** and on the same day of each following month. If one or more instalments have been paid non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment

### 8. Let Property

It is a condition precedent to **Our** liability that:

- a) All gas appliances, flues and associated pipe work are to be checked every 12 months by a registered engineer in accordance with Gas Safety Act and manuals for operating gas appliances are available within the **Premises**.
- b) All upholstered furniture must comply with the Fire and Furnishings (Fire Safety) Regulations 1988(amended 1993).
- c) All electrical equipment is compliant with Electrical Equipment (Safety) Regulations 1994
- d) There is in place a minimum of a six month Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or it's equivalent outside England and Wales directly between the landlord and Tenant (unless it is a short period holiday let)

### 9. Authority to Renew Condition

(Where an Insured pays their premium by direct debit)

If **We** are willing to continue providing cover and **Your broker** advises you beforehand of our renewal terms, you authorise **Your broker** to renew this insurance, and any subsequent insurance on expiry, in accordance with our renewal terms at the time, unless **You** advise **Your broker** otherwise before renewal date.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE



### a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We will not pay for**

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) 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) Date Change Clause

**We will not pay for any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment which fails to recognise correctly any date change.**

### d) Computer failure clause

**We will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.**

### e) Sonic Bangs

**We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.**

### f) Reduction in Value

**Any reduction in market value of the property insured following repair or replacement paid for under this **Policy**.**

### g) Deception

**Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless it is only entry to the **Home**.**

### h) Confiscation

**Any loss or damage caused by confiscation, detention or seizure by:**

- Customs, police or officials
- Order of any court of law
- Any statutory or regulatory authority

### i) Terrorism

**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 other loss, damage or additional expense following on from the event for which you are claiming;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;  
Directly or indirectly caused by or contributed to by or from biological or chemical contamination due to or arising from:
  - terrorism; and/or
  - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

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

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

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

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE



**You** and **Your Family** must comply with the following claims conditions to have full protection of the **Policy**.

If **You** or **Your Family** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of the claim payment.

### **Your** duties

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

#### 1. The first thing **You** must do:

If property is lost or theft or malicious damage is suspected **You** must immediately inform the Police and obtain a crime or lost property reference number

**We** recommend that **You** check **Your Policy** cover

*Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled*

#### 2. **You** should always immediately:

- contact **Us** or **Your broker or agent**
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage

#### 3. Claims Process

Contact Midas Underwriting Limited 36 Jubilee Road, Newtownards, BT23 4YH, Telephone: 0845 600 9260. Fax: 028 9182 6595

or **Your broker or agent**

#### 4. What **You** must do after making **Your** claim:

- tell **Us** and provide full details in writing immediately if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them and send to **Us** immediately any writ summons letter of claim or other document
- if requested send written details of **Your** claim to **Us** within 30 days
- give **Us** all the information, reports, plans and assistance that **We** may need in progressing **Your** claim

#### 5. What **You** must not do:

- admit or deny any claim made by someone else against **You** or **Your Family** or make any agreement with them, **We** have the right to negotiate settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the property insured and deal with salvage.
- abandon any property to **Us**
- dispose of damaged items as **We** may need to see them.

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

### How we deal with **Your** claim

#### 1. Defence of claims

**We** may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action we consider necessary to enforce **Your** rights or our rights under this insurance.
- enter any **Building** where loss or damage has occurred.

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE (continued)



### 2. Other insurance

**We** will only pay our rateable proportion of any claim for loss, damage or liability covered under this insurance if that loss, damage or liability is covered wholly or in part under any other insurance. This clause does not apply to fatal injury (section two H).

### 3. Fraud

Throughout **Your** dealings with **Us** **We** expect **You** to act honestly.

If **You** or anyone acting for **You**:

- knowingly provides information to **Us** as part of **Your** application that is not true and complete to the best of **Your** knowledge
  - knowingly makes a fraudulent or exaggerated claim under the **Policy** or
  - knowingly makes a false statement in support of a claim or
  - submits a knowingly false or forged documents in support of a claim or
  - makes a claim for any loss or damage caused by **Your** willful act or caused with **Your** agreement knowledge or collusion
- Then
- **We** will prosecute fraudulent claimants
  - **We** will make the **Policy** void from the date of the fraudulent act
  - **We** shall not pay the claim
  - **We** may not pay any other claim which has been or will be made under the **Policy**
  - **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date
  - **We** shall not make any return of premium
  - **We** may inform the Police of the circumstances

## Section One

### BUILDINGS



#### *What is covered*

#### *What is not covered*

<i>What is covered</i>	<i>What is not covered</i>
This insurance covers the <b>Buildings</b> for loss or damage directly caused by	We will not pay
1. fire and resultant smoke damage, lightning, explosion or earthquake	a) £200 <b>Excess</b> unless otherwise stated b) loss or damage due to a gradually operating cause
2. aircraft and other flying devices or items dropped from them	£200 <b>Excess</b> unless otherwise stated
3. storm, flood or weight or snow	a) £200 <b>Excess</b> unless otherwise stated b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, fences, paths and hedges d) loss or damage caused by frost e) loss or damage caused by rising ground water levels
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) £300 <b>Excess</b> unless otherwise stated b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools d) for loss or damage whilst the <b>Home</b> is <b>Unfurnished</b> e) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless <b>You</b> have chosen accidental damage cover) f) 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) £200 <b>Excess</b> unless otherwise stated b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship d) for loss or damage while the <b>Home</b> is <b>Unfurnished</b>
6. theft or attempted theft	a) £200 <b>Excess</b> unless otherwise stated b) for loss or damage while the <b>Home</b> is <b>Unfurnished</b> c) for loss or damage while the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry
7. collision by any vehicle or animal	a) £200 <b>Excess</b> unless otherwise stated b) for damage caused by domestic pets

## Section One

### BUILDINGS



#### What is covered

#### What is not covered

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

We will not pay

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

£200 **Excess** unless otherwise stated increasing to £2,500 if the **Home** is let and loss or damage is caused by **Your Tenant**

9. subsidence or heave of the site upon which the **Buildings** stand or landslide

- a) £1000 **Excess** unless otherwise stated
- b) for loss or damage to domestic fixed fuel-oiltanks, swimming pools, tennis courts, drives, paved terraces, paths, walls, gates, fences, hot tubs, service tanks and central heating oil tanks unless the **Home** is also affected at the same time by the same event
- c) for loss or damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event
- d) for loss or damage arising from faulty design, specification, workmanship or materials
- e) 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 guarantee or by law
- f) for loss or damage caused by coastal or riverbank erosion
- g) for loss or damage due to normal settlement, shrinkage or expansion
- h) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
- i) for loss or damage caused by the action of chemicals on, or the reaction of chemicals with any materials which form part of the **Buildings**
- j) any claim for which compensation has been provided or would have been provided but for the existence of this **Policy**, under any contract, legislation or guarantee

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

- a) £200 **Excess** unless otherwise stated
- b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts

11. falling trees, telegraph poles or lamp-posts

- a) £200 **Excess** unless otherwise stated
- b) for loss or damage caused by trees being cut down or cut back within the **Premises**
- c) for loss or damage to gates and fences

## Section One

### BUILDINGS



#### What is covered

#### What is not covered

This section of the insurance also covers

We will not pay

- 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**

- a) £200 **Excess** unless otherwise stated  
 b) for loss or damage while the **Home** is **Unfurnished**

- 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

- a) £200 **Excess** unless otherwise stated  
 b) for loss or damage due to wear and tear or any gradually operating cause

- C) which **You** are legally responsible for
- loss of rent due to **You** which **You** are unable to recover
  - 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 or damage that is covered under section one

- a) £200 **Excess** unless otherwise stated  
 b) any amount over 20% of the sum insured for the **Buildings** damaged or destroyed

- 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 are covered under section one

- a) £200 **Excess** unless otherwise stated  
 b) any expenses for preparing a claim or an estimate of loss or damage  
 c) any costs if Government or local authority requirements have been served on **You** before the loss or damage

## Section One

### BUILDINGS



#### *What is covered*

#### *What is not covered*

This section of the insurance also covers

We will not pay

E) increased metered water charges  
**You** have to pay following an escape of water which gives rise to an admitted claim under cause 4 of section one

- a) £200 **Excess** unless otherwise stated
- b) 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

- a) £200 **Excess** unless otherwise stated
- b) if the **Buildings** are insured under any other insurance

G) the cost of tracing source of the damage covered under causes 4 and 5 and the replacement or repair of any walls, floors or ceilings damaged while carrying out the investigations

- a) £200 **Excess** unless otherwise stated
- b) any amount over £5000

H) any loss or damage caused by the emergency services gaining access to the **Premises** in the course of their duty to safeguard life or property

I) any loss or damage to plants, trees, bushes and shrubs at the **Premises** as a result of the insurance provided by causes 1 to 11.

- a) £200 **Excess** unless other stated
- b) more than £1000 in any **Period of Insurance**
- c) any loss or damage arising from storm, flood or weight of snow.

## Section One

# BUILDINGS



## 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**

- a) £200 **Excess** unless otherwise stated
- b) for loss or damage or any proportion of damage which **We** specifically exclude elsewhere under section one
- c) for the **Buildings** moving, settling, shrinking, collapsing or cracking
- d) for loss or damage while the **Home** is being altered, repaired, cleaned, maintained or extended
- e) for loss or damage to outbuildings and garages which are not of **Standard construction**
- f) for loss or damage while the **Home** is lent, let or sublet
- g) for the cost of general maintenance
- h) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- i) for loss or damage arising from faulty design, specification, workmanship or materials
- j) for loss or damage from mechanical or electrical faults or breakdown
- k) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light
- l) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for loss or damage while the **Home** is **Unoccupied**

## Section One

### BUILDINGS



## Conditions That Apply To Section One (Buildings) Only

### 1. Properties left **Unoccupied** for more than 30 consecutive days

Unless already agreed by **Us** and the **Premises** is not **Occupied** by **You** or **Your Family** or **Tenant** (if the **Premises** has been insured as let) for more than 30 consecutive days the following conditions and exclusions will apply:

- a) **You** must:
  - i) maintain the security precautions at the **Home** in good working order at all times and
  - ii) advise **Us** before any changes to the security at the **Home** are made and
  - iii) put all the security precautions into operation whenever the **Home** is left unattended;
- b) **We** will not pay the first £500 of each claim under the following causes applicable to Section one **Buildings**
  - Storm, flood or weight of snow
  - Escape of oil
  - Theft or attempted theft
  - Persons acting maliciously
- c) **We** will not pay the first £2500 in respect of escape of water
- d) during the period from 1st November to 1st April **We** will not pay a claim under Section one **Building** for Escape of water and/or Escape of oil unless
  - i) central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) or the water is turned off at the mains and the water system drained;  
and
  - ii) the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Home**

If **You** fail to tell **Us** within 90 days of the property becoming **Unoccupied** the insurance by Section one **Buildings** will be limited to loss or damage arising from Fire (excluding arson), lightning, explosion and earthquake only.

### 2. Inflation Protection

The sum insured on the **Buildings** is the amount shown in the **Schedule** adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. **Your** annual premium will be based on the adjusted sum insured.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the damage represents the full rebuilding cost and provided that **You** ensure that the work is carried out without undue delay.

**Section One**  
**BUILDINGS**  
**Settling Claims**



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How we deal with your claim

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1. Replacement or Repair

**We** will pay the cost of work carried out in repairing or replacing the damaged parts of the **Buildings** including:

- i) reasonable professional fees relating to repair and/or replacement
- ii) removal of debris
- iii) the cost of complying with building regulations, local authority or other statutory requirements except where notice of the need to comply was given or sent to **You** before the damage occurred or these relate to undamaged parts of the **Buildings**.

**We** will not pay for fees incurred in preparing or furthering any claim under this **Policy**.

**We** will pay the cost of repair or replacement LESS a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- the **Buildings** have not been maintained in good repair or
- at the time of any damage the sum insured for **Buildings** is less than the full rebuilding cost.

**We** may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

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.

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Your sum insured

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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.

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Limit of insurance

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It is important that **Your** sum insured is enough to rebuild **Your** property should the **Home** be completely destroyed. If **You** make a claim and the sum insured shown on **Your Schedule** is not enough the amount **We** pay may be reduced.

**We** will not pay more than the sum insured for each **Premises** shown in the **Schedule**.

## Section Two

### CONTENTS



#### *What is covered*

#### *What is not covered*

<i>What is covered</i>	<i>What is not covered</i>
This insurance covers the <b>Contents</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire and resultant smoke damage, lightning, explosion or earthquake	a) £200 <b>Excess</b> unless otherwise stated b) loss or damage due to gradually operating cause
2. aircraft and other flying devices or items dropped from them	£200 <b>Excess</b> unless otherwise stated
3. storm, flood or weight or snow	a) £200 <b>Excess</b> unless otherwise stated b) for property in the open c) loss or damage cause by frost d) loss or damage caused by rising ground water levels
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) £300 <b>Excess</b> unless already stated b) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless You have chosen accidental damage cover) c) 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) £200 <b>Excess</b> unless otherwise stated b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship
6. theft or attempted theft	a) £200 <b>Excess</b> unless otherwise stated b) for loss or damage whilst the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry c) any amount over £5,000 for <b>Contents</b> , within detached domestic outbuildings and garages
7. collision by any vehicle or animal	a) £200 <b>Excess</b> unless otherwise stated b) loss or damage caused by domestic pets
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	£200 <b>Excess</b> unless otherwise stated increasing to £2,500 if the <b>Home</b> is let and loss or damage is caused by <b>Your Tenant</b>
9. subsidence or heave of the site upon which the <b>Building</b> stand or landslip	a) £200 <b>Excess</b> unless otherwise stated b) for loss or damage following damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials

## Section Two

### CONTENTS



#### *What is covered*

#### *What is not covered*

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

**We will not pay**

- d) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law
- e) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
- f) for loss or damage by coastal or river bank erosion
- g) for loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **Buildings**
- h) any claim for which compensation has been provided, or would have been provided but for the existence of this **Policy** under any contract legislation or guarantee

10. falling trees, telegraph poles or lamp-posts

- a) £200 **Excess** unless otherwise stated
- b) for loss or damage caused by trees being cut down or cut back within the **Premises**

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) £200 **Excess** unless otherwise stated
- b) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- c) for loss or damage to tapes, records, cassettes, discs or computer software
- d) or mechanical or electrical faults or breakdown
- e) for loss or damage by insects, parasites, vermin or domestic pets
- f) damage to items designated and intended to be portable or to hand held computer equipment and games

B) accidental breakage of

- fixed glass and double glazing
- **Sanitary ware** forming part of the **Buildings** which **You** are legally responsible for as a **Tenant** and do not have other insurance for
- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

- a) £200 **Excess** unless otherwise stated
- b) for the cost of repairing, removing or replacing frames

## Section Two

### CONTENTS



#### What is covered

#### What is not covered

This section of the insurance also covers

We will not pay

C) the **Contents**, if these are not already insured, whilst they are temporarily out of the **Home** against loss or damage directly caused by:

- a) £200 **Excess** unless otherwise stated
- b) for **Contents** outside the **United Kingdom**
- c) for **Money** or **Credit Cards**

(i) any of the events insured under numbers 1-10 in section two while the **Contents** are:

- d) any amount over 20% of the sum insured under section two for **Contents** in a furniture store
- e) loss or damage by theft unless it involves forcible and violent entry to or exit from a building
- f) loss or damage from a caravan, mobile home or motor home
- g) loss or damage to **Business Equipment**

- 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
- in any bank or safe deposit

(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

D) up to twelve months rent **You** have to pay as occupier if the **Buildings** cannot be lived in following loss or damage that is covered under section two

- a) £200 **Excess** unless otherwise stated
- b) any amount over 10% of the sum insured under section two for the **Contents** of the **Building** damaged or destroyed

E) costs of using other accommodation, substantially the same as **Your** existing accommodation, which **You** have to pay for if the **Buildings** cannot be lived in following loss or damage that is covered under section two

- a) £200 **Excess** unless otherwise stated
- b) any amount over 10% of the sum insured under section two for the **Contents** of the **Building** damaged or destroyed

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

- a) £200 **Excess** unless otherwise stated
- b) any amount over 10% of the sum insured under section two for the **Contents** of the **Building** damaged or destroyed
- c) for loss or damage caused by fire, lightning or explosion to the **Buildings** other than to the landlord's fixtures or fittings
- d) for loss or damage arising from subsidence, heave or landslip
- e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- f) for loss or damage while the **Home** is **Unfurnished**
- g) loss or damage to gates, hedges and fences

## Section Two

### CONTENTS



#### *What is covered*

#### *What is not covered*

This section of the insurance also covers

We will not pay

G) 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 responsible for as **Tenant** only

a) £200 **Excess** unless otherwise stated  
 b) for loss or damage due to wear and tear or any gradually operating cause

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:

- £5000 for each Insured

a) where the person is over the age of 75 years  
 b) where the incident is not reported to **Us** within 14 days of the death

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) £200 **Excess** unless otherwise stated  
 b) any amount over £500 in total

J) increased 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

a) £200 **Excess** unless otherwise stated  
 b) 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) during the period of thirty days before and thirty days after of a celebration or religious festival that **You** celebrate the **Contents** sum insured is increased by 10% to cover gifts and additional food and drink. For all other purposes the sum insured is not increased by this item (K)

£200 **Excess** unless otherwise stated

L) loss or damage to visitors **Personal Possessions** by causes 1 to 10 whilst they may be contained within the **Home**

a) £200 **Excess** unless otherwise stated  
 b) loss or damage specifically excluded under the **Contents** section  
 c) more than £500 for each visitor for any one claim

M) loss or damage to **Domestic Staff's Personal Possessions** by causes 1 to 10 whilst they may be contained within the **Home**

a) £200 **Excess** unless otherwise stated  
 b) loss or damage specifically excluded under the **Contents** section  
 c) more than £500 for each member of **Domestic Staff** for any one claim



## Accidental Damage To Contents

The following applies only if the Schedule shows that accidental damage to Contents is included.

### *What is covered*

### *What is not covered*

<i>What is covered</i>	<i>What is not covered</i>
<p>This extension covers</p> <p>Accidental damage to the <b>Contents</b> within the <b>Home</b></p>	<p>We will not pay</p> <ul style="list-style-type: none"> <li>a) £200 <b>Excess</b> unless otherwise stated</li> <li>b) for damage or any proportion of damage which <b>We</b> specifically exclude elsewhere under section two EXCEPT in respect of exclusion ( f ) of Cause A ‘accidental damage to’</li> <li>c) for damage to <b>Contents</b> within garages and outbuildings</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 caused by chewing, tearing, scratching or fouling by animals</li> <li>f) any amount over £1000 in total for porcelain, china, glass and other brittle articles</li> <li>g) for <b>Money, Credit cards</b>, documents or stamps</li> <li>h) for damage to contact, corneal or micro corneal lenses</li> <li>i) for damage while the <b>Home</b> is lent, let or sub let</li> <li>j) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>k) for damage arising out of faulty design, specification, workmanship or materials</li> <li>l) for damage from mechanical or electrical faults or breakdown</li> <li>m) for damage arising from demolition, structural alteration or structural repair of the <b>Building</b></li> <li>n) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>o) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>p) for loss or damage if the <b>Buildings</b> are <b>Unoccupied</b></li> </ul>



## Conditions That Apply To Section Two (Contents) Only

### 1. Properties left **Unoccupied** for more than 30 consecutive days

Unless already agreed by **Us** and the **Premises** is not occupied by **You** or **Your Family** or **Tenant** (if the **Premises** has been insured as let) for more than 30 consecutive days the following conditions and exclusions will apply:

- a) **You** must:
  - i) maintain the security precautions at the **Home** in good working order at all times and
  - ii) advise **Us** before any changes to the security at the **Home** are made and
  - iii) put all the security precautions into operation whenever the **Home** is left unattended;
- b) **We** will not pay the first £500 of each claim under the following causes applicable to Section two **Contents**
  - Storm, flood or weight of snow
  - Escape of oil
  - Theft or attempted theft
  - Persons acting maliciously
- c) We will not pay the first £2500 in respect of escape of water
- d) **We** will not pay for theft or attempted theft of **Valuables** under Section two **Contents**
- e) during the period from 1st November to 1st April We will not pay a claim under Section two **Contents** for Escape of water and/or Escape of oil unless
  - i) central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) or the water is turned off at the mains and the water system drained;  
and
  - ii) the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Home**

If **You** fail to tell **Us** within 90 days of the property becoming **Unoccupied** the insurance by Section two **Contents** will be limited to loss or damage arising from Fire (excluding arson), lightning, explosion and earthquake only.

### 2. Inflation Protection

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

### 3. Proof of Value

If an item of **Valuables** is specified under this section and with a value is in excess of £5000, should that item be lost or damaged, if **You** do not have an official valuation or receipt supporting the stated sum insured then **Your** claim may be affected.

## Section Two

# CONTENTS



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### How We Deal With Your Claim

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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
  - **You** have paid or **We** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes and household linen
- pedal cycles

where **We** will take off an amount for wear and tear and depreciation.

**We** may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

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.

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### Your sum insured

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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. It is important that **Your** sum insured is enough to replace **Your Contents** as new (but for clothing and household linen **We** may make a reduction for wear and tear). If **You** make a claim and the sum insured shown on **Your Schedule** is not enough the amount **We** pay may be reduced.

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### Limit of insurance

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**We** will not pay any more than the sum insured for the **Contents** of each **Premises** shown in the **Schedule**.

### Section Three

## ACCIDENTS TO DOMESTIC STAFF



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

#### *What is covered*

#### *What is not covered*

**We will indemnify You**

**We will not pay**

for amounts **You** become legally liable to pay, including costs and expenses which **We** have agreed in writing, for **Bodily injury** by an 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

- from any motorised or horsedrawn vehicle other than:  
domestic garden equipment used within the **Premises**
- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days during the **Period of insurance**

#### Limit of insurance

**We will not pay more than £10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.**

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

## Section Four

### LEGAL LIABILITY TO THE PUBLIC



#### *What is covered*

#### *What is not covered*

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

- g) 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
- h) 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
- i) arising out of **Your** ownership, occupation possession or use of any land or building that is not within the **Premises**
- j) 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 Four

# LEGAL LIABILITY TO THE PUBLIC



### Part B

#### *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*

### Part C

#### *What is covered*

##### **We will pay **You** for**

any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the **Premises** which causes accidental death, **Bodily injury** or illness to any person or damage to property. This includes cover for defective work carried out by **You** or **Your Family** or on **Your** behalf to any private residence within the **United Kingdom**, the Isle of Man or the Channel Islands disposed of by **You** or **Your Family** before the occurrence of bodily injury or damage in connection with such private residence

#### *What is not covered*

##### **We will not indemnify **You****

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

### Limit of insurance

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

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of any other liability covered under section four:- more than £2,000,000 including costs for any one claim or series of claims arising out of any event or one source or original cause

## 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*

<i>What is covered</i>	<i>What is not covered</i>
<p>This insurance covers</p> <p><b>Valuables and Personal possessions</b> listed in the <b>Schedule</b> (or specification(s) attached) against physical loss or damage anywhere in the <b>United Kingdom, Europe</b> and up to 60 days World-wide in any <b>Period of Insurance</b></p>	<p>We will not pay</p> <ul style="list-style-type: none"> <li>a) £200 <b>Excess</b> unless otherwise stated</li> <li>b) for damage caused by plants, living creatures, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause</li> <li>c) for damage from electrical or mechanical faults or breakdown</li> <li>d) any amount over £1500 for any one item (including articles forming a pair or set) unless stated otherwise in the <b>Schedule</b> or the specification(s) attached to the <b>Schedule</b></li> <li>e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>f) for damage to guns caused by rusting or bursting of barrels</li> <li>g) for breakage of any sports equipment whilst in use</li> <li>h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the <b>Schedule</b></li> <li>i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>Your</b> personal supervision</li> <li>j) computer equipment unless otherwise stated in the specification(s) attached to the <b>Schedule</b></li> <li>k) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle</li> <li>l) any amount over £2000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>Your</b> absence from such rooms</li> <li>m) for loss or damage to motor vehicles including motorcycles, children's motorcycles, children's motorcars, quad bikes, children's quad bikes, pedal cycles, caravans, aircraft, watercraft, sailboards or surfboards</li> <li>n) articles used for business or professional purposes unless stated otherwise in the <b>Schedule</b></li> </ul>

## Section Five

# VALUABLES AND PERSONAL POSSESSIONS



### *What is covered*

### *What is not covered*

This insurance covers

We will not pay

- o) for loss or damage arising from depreciation in value or other loss or damage or additional expenses following on from the event for which **You** are claiming e.g. costs incurred in preparing the claim or loss of earnings
- p) for loss or damage to documents lottery and raffle tickets
- q) for loss or damage to parts, accessories, tools, fitted radio cassette players, compact disc players, MP3 players, DVD players and satellite navigation systems for the subjects excluded in (m) above
- r) for loss or damage where the property has been obtained by a person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or redeemable.
- s) for loss or damage to property more specifically insured by any other policy

Conditions that apply to section five (Valuables and Personal Possessions) only

#### 1 Precious Stones (Regular maintenance of settings)

The setting of the stones in any item of jewellery exceeding the value of £7500 MUST be examined by a competent jeweller once every three years at least, and any defect remedied immediately at **Your** expense. If **You** do not do this, such items of jewellery will not be insured.

#### 2. Proof of Value

If an item of **Valuables** is specified under this section and has a value in excess of £5000, should that item be lost or damaged, if **You** do not have an official valuation or receipt supporting the stated sum insured then **Your** claim may be affected.

## Section Five

# VALUABLES AND PERSONAL POSSESSIONS



## How We Deal With Your Claim

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Your sum insured

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1. **We** will at **Our** option repair, replace or pay replacement as new for any article lost or damaged.

**We** will replace as new except for:

- i) clothing and items that are not repaired or replaced, when a deduction for wear and tear will be made
- ii) items that can be economically repaired (including clothing) where the cost of repair will be paid

**We** may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:

- **We** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
- **We** will not pay more than a proportion of the insured value of such pair or set.

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Your sum insured

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3. It is important that **Your** sum insured is enough to replace **Your Personal possessions** as new (but for clothing and household linen **We** may make a reduction for wear and tear). If **You** make a claim and the sum insured shown on **Your Schedule** is not enough the amount **We** pay may be reduced. 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.

In the event that a **Personal possession** specified in the **Schedule** is totally lost or destroyed, it will not continue to be insured but will be deleted from the date of the loss.

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Limit of insurance

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

## Section Six

### DOMESTIC FREEZER COVER



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

#### *What is covered*

#### *What is not covered*

Section two of this insurance extends to cover

**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) £200 **Excess** unless otherwise stated
- b) for loss or damage caused by any electricity or gas company cutting off or restricting **Your** supply
- c) for loss or damage due to the failure of **Your** electricity or gas supply caused by a strike or any other industrial action
- d) if the fridge or freezer is more than 10 years old when the food is damaged

Limit of insurance

**We will not pay more than £750 unless otherwise stated in the Schedule.**

## Section Seven

### PEDAL CYCLE COVER



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

<i>What is covered</i>	<i>What is not covered</i>
Section two of this insurance extends to cover the following	<b>We will not pay</b>
the cost of replacing <b>Your</b> pedal cycles following: <ul style="list-style-type: none"><li>• theft or attempted theft</li><li>• accidental damage</li></ul> anywhere in the <b>United Kingdom</b> and <b>Europe</b>	a) £200 <b>Excess</b> unless otherwise stated b) for loss or damage to: <ul style="list-style-type: none"><li>• tyres,</li><li>• lamps,</li><li>• accessories,</li></ul> unless the cycle is stolen or damaged at the same time c) for damage due to wear and tear or any gradually operating cause d) for damage from mechanical or electrical faults or breakdown e) 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 f) to replace a stolen cycle unless it was locked to an immovable object by a suitable locking device 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.

<i>What is covered</i>	<i>What is not covered</i>
Section eight of this insurance extends to cover the following	<b>We will not pay</b>
<ul style="list-style-type: none"><li>theft or accidental loss of <b>Money</b></li><li>any amounts which <b>You</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>Your Credit card(s)</b> anywhere in the World, provided that</li><li>within 24 hours of <b>Your</b> discovering any such loss or theft, <b>You</b> have notified the police and, in the case of <b>Credit card(s)</b>, the card issuing company; and</li><li><b>You</b> have complied with all other conditions under which <b>Your Credit card(s)</b> were issued to <b>You</b></li></ul>	<ul style="list-style-type: none"><li>a) £200 <b>Excess</b> unless otherwise stated</li><li>b) to make up any shortage due to an accounting error or omission</li><li>c) for loss of value</li><li>d) for any loss if <b>You</b> or <b>Your Family</b> have not complied with the terms and conditions of the issuing authority</li></ul>

Limit of insurance

**We will not pay**

- in respect of **Money and Credit card(s)** more than the sum insured stated in the **Schedule**

## ENDORSEMENTS



(Applicable only if shown on **Your Schedule**).

### 001 Reduced Peril Clause Buildings

While the **Home** is vacant or **Unoccupied We** will not pay for any loss or damage by causes 3 (storm or flood), 4 and 5 (escape of water or oil) under Section one – **Buildings**.

### 003 Fire Only Clause Buildings

**We** will not pay for any loss or damage to the **Buildings** under this **Policy** other than loss or damage by cause 1 (fire, explosion, lightning, earthquake) under Section one – **Buildings**.

### 004 Reduced Peril Clause Contents

While the **Home** is vacant or **Unoccupied, We** will not pay for any loss or damage by causes 4 and 5 (escape of water or oil) or 6 (theft or attempted theft) under Section two – **Contents**.

### 005 Depository Clause

**We** agree that the **Contents** are insured while in storage at a depository which is constructed of brick, stone or concrete BUT NOT including **Money**, stamp or coin **Collections**, jewellery, articles of gold, silver or plate, furs or breakage of glass.

### 006 Insured Only Contents Clause

**We** will only pay for the portion of **Contents** which belong to **You** or **Your Family**.

### 007 Restricted Theft Clause

**We** will not pay for any loss or damage to **Contents** caused by theft or attempted theft unless there is physical evidence of forced entry to, or exit from, the **Home**.

### 010 Security Locks Clause

It is a condition of this **Policy** that the **Home** is secured by five-lever mortice deadlocks to British Standard 3621 on all external doors (except on patio doors which are to be fitted with patent patio door locks to prevent lifting and French doors which should be fitted with security bolts top and bottom to each leaf). All accessible opening windows must be fitted with key operated window locks. Failure to comply may invalidate **Your** claim.

### 011 Alarm Clause

It is a condition of this **Policy** that the **Home** is fitted by a Nacoss approved installer, with a burglar alarm to BSEN 50131 which is maintained in working order under contract with the installing company. **We** will not pay for any loss or damage caused by theft from the **Home** UNLESS the burglar alarm system is in full and effective operation whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night.

### 012 Security Maintenance Clause

It is a condition of this **Policy** that all existing security and protections installed in the **Home** must be maintained in working order and must be in full use whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night. **You** agree that any existing security or protections will not be changed in any way that would be detrimental to **Us** without **Our** written consent. **We** agree that windows may be left open for ventilation in occupied bedrooms overnight.

### 013 Safe Clause

**We** will not pay for any loss or damage caused by theft or attempted theft of jewellery from the **Home** unless it is kept in an approved adequate locked safe when not being worn.

## ENDORSEMENTS



### 015 Stamp Collection Clause

The basis of claims settlement for loss or damage to stamp **Collections** will be 65% of the current catalogue value published by Messrs Stanley Gibbons & Company.

### 016 Coin Collection Clause

The basis of claims settlement for loss or damage to coin **Collections** will be 65% of the current catalogue value published by B A Seaby Limited.

### 017 Increased Valuables Clause

We agree that the definition of **Contents** is amended to include the increased limit for **Valuables** as shown in **Your Schedule**.

### 022 Increased £250 Buildings Excess Clause

The **Excess** under Section one – **Buildings** is £250 other than for claims in respect of:

- escape of water under cause 4
- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let
- subsidence, landslip or heave under cause 9

### 024 Increased £250 Contents Excess Clause

The **Excess** under Section two – **Contents** is £250 other than for claims in respect of:

- escape of water under cause 4
- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let.

### 025 Fire Protection Clause

It is a condition of this **Policy** that

- a) a powder type fire extinguisher be fitted in the kitchen and any type fitted on the landing or in the hallway
- b) a minimum of two smoke or heat detection devices are installed. At least one device should be located in the loft or as close to the loft hatch as possible.

These should be maintained in good working order at all times.

If **You** fail to comply with any of the above duties, this insurance may become invalid in respect of loss or damage caused by fire.

### 026 Thatch clause

It is Your duty to ensure that:

- all chimneys to solid-fuel stoves, boilers and open fires and any spark arrestors are kept in a good state of repair and that the chimneys are professionally cleaned by a competent qualified person accredited by the Guild of Master Sweeps or National Association of Chimney Sweeps, at least twice a year where coal is used and quarterly where wood is burnt.
- all old thatch, thatching and any other external fires are burnt at a distance of more than 75 metres from the **Buildings**
- all wood burning stoves and other enclosed solid fuel heaters are fitted with a suitable flue thermometer and maintained in good working order
- no naked flames or tools producing naked flames be present in the attic or loft space at any time
- the property has an electrical inspection by a N.I.C.E.I.C. approved electrician every five years. A copy of the electrical certificate to be provided to **Us** along with written confirmation that all requirements have been carried out within thirty days of this inspection
- the thatch on the property is inspected at least once every five years and all requirements carried out within thirty days of this inspection
- the chimneys must be inspected once every three years by a competent, qualified person accredited by HETAS or similar and all requirements carried out within thirty days of this inspection.

If **You** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

### 027 Increased Subsidence Excess Clause

The **Excess** under Section one – **Buildings** is increased to £2,500 under cause 9 (subsidence, landslip or heave). This increased **Excess** replaces the original **Excess** under cause 9 and is not an additional amount.

## ENDORSEMENTS



### 028 Building Subsidence Exclusion Clause

We will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section one – **Buildings** insured by this **Policy**.

### 029 Contents Subsidence Exclusion Clause

We will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section two – **Contents** insured by this **Policy**.

### 031 Visiting Clause

**You** or **Your** representative must visit the insured **Home** at least once weekly. Failure to comply may result in **Your** claim being refused.

### 039 Mortgage Interest Clause

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

### 040 Jewellery Exclusion Clause

The Definition of **Contents** is amended to exclude jewellery, furs, gold and silver, including plated articles.

### 41 Increased £500 Buildings Excess Clause

The **Excess** under Section one – **Buildings** is £500 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let
- subsidence, landslip or heave under cause 9

### 042 Increased £1000 Buildings Excess Clause

The **Excess** under Section one – **Buildings** is £1000 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let
- subsidence, landslip or heave under cause 9

### 043 Increased £500 Contents Excess Clause

The **Excess** under Section two – **Contents** is £500 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let

### 044 Increased £1000 Contents Excess Clause

The **Excess** under Section two – **Contents** is £1000 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let

### 046 Increased £250 Valuables Excess Clause

The **Excess** under Section five – **Valuables** and **personal possessions** is £250.

### 047 Increased £500 Valuables Excess Clause

The **Excess** under Section five – **Valuables** and **personal possessions** is £500.

### 048 Increased £1000 Valuables Excess Clause

The **Excess** under Section five – **Valuables** and **personal possessions** is £1,000.

### 054 Hotel Motel Clause

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

(This clause overrides exclusion k) of section five).

### 055 Keys Clause

This insurance does not cover theft of jewellery from safe(s) unless **You** have removed the keys of the safe(s) from the **Home** while **You** are absent from the **Premises**.

### 056 Musical Instruments Clause

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

## ENDORSEMENTS



### 057 Flood Exclusion Clause

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

### 058 Contractors Exclusion Clause

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

### 059 Business Use Extension Clause

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

### 062 Flats Clause

The sum insured under Section one – **Buildings** represents the value of that portion of the **Building** owned by **You** ( including external walls, roof and foundations and such common parts of the **Building** for which **You** are legally responsible). In the event of a loss resulting from an insured incident to any part of the **Premises** not occupied by **You** but for which **You** are legally responsible, Section one – **Buildings** will only pay such proportion of that loss as the sum insured under Section one bears to the reinstatement value of the **Buildings**.

## HOME EMERGENCY, LEGAL AND DEBT COUNSELLING HELPLINES



The following helplines are operated by Firmus Underwriting Solutions

### TRUSTED TRADESMAN

An annoying number of household emergencies take place outside normal working hours. Do you know where to get reliable help at reasonable cost? If you don't, you can phone this helpline who will give you the details for a local tradesman that you can trust to assist you with your problem.

Any repairs or arrangements made will be at your expense but may be reimbursed if you go on to make a valid claim under the Policy

Telephone: 0800 1571 033 (24 hours, 365 days)

### LEGAL HELPLINE

In our ever increasingly complicated lives, finding the right legal advice is sometimes as complicated as the law itself. Our team is on hand to give guidance on employment, neighbour, consumer and domestic property disputes.

Telephone: 0800 223 0181 (8am – 8pm with a messaging service for any calls thereafter for priority calling the following morning)

### DEBT COUNSELLING

It is all too easy these days to run up debts. If you are not careful or suffer some ill fortune, these debts can mount up and cause real worries and concern that can affect your health. If you need to discuss your debt problems in complete confidence, call the helpline number and one of the debt counsellors will offer support and recommend a solution.

Telephone: 0800 668 1352 (8am – 8pm with a messaging service for any calls thereafter for priority calling the following morning)

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### 24 Hour Emergency Glass Replacement and Board Up Service

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Solaglas provides an emergency service for board up, secure, glass replacement, lock replacement and shutters.

Telephone: 0870 870 7171

24 hours, 365 days a year.

Any repairs or arrangements made will be at your expense but may be reimbursed within the policy terms and conditions if you make a valid claim under this policy

## NOTICE TO THE INSURED



### *Contractors (Rights of Third Parties) Act 1999 Clarification*

*A person who is not a third party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this insurance, but this does not affect any right or remedy of a third party which exists or is available under this act.*

### *English Law*

***You** and **We** can to choose the law which applies to this **Policy**. **We** propose that English Law applies. Unless **We** and **You** agree otherwise English Law will apply to this **Policy**.*

### *Data Protection Act*

*It is understood by the Insured that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purposes of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.*

*In order to prevent and detect fraud **We** may at any time:*

- share information about **You** with other organisations and public bodies including the police;*
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:*
- help make decisions about the provision and administration of insurance, credit and credit related services for **You** and member of **Your** household;*
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies;*
- check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;*
- undertake credit searches and additional fraud searches.*

**We** may send data in confidence for processing to companies in the AXA Group (or companies acting on **Our** instructions) including those located outside the European Economic Area. By taking out this insurance **Policy** **You** consent to such use of **Your** personal data.

**We** can supply, on request, further details of the databases **We** access or contribute to.

## COMPLAINTS



It is **our** intention to provide **you** with a high level of customer service, however if **you** should wish to make a complaint about **our** service, **we** have a formal complaints procedure.

The address is

*Underwriting Director  
Midas Underwriting Limited.  
St Benedict House  
17 Springfield Lyons Approach  
Chelmsford  
Essex  
CM2 5LB  
Telephone: 0845 600 9258*

If **you** are not satisfied with the way a complaint has been dealt with **you** may ask **your** insurer to review **your** case without prejudice to **your** rights in law.

The address is:

*Head of Customer Care  
AXA Insurance  
Civic Centre  
Ipswich  
Suffolk  
IP1 2AN*

If **We** have given **You** our final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted. Referral to the Ombudsman will not affect **Your** right to take legal action.

The address is:

*South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 0801800.  
Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)*

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet our obligation to **You**. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).









*providing the missing piece*



**MIDAS**  
underwriting