



# Resilet Policy



CANOPIUS

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# Important Phone Number

## Home Insurance Claims

**0845 485 9901**

This phone number is for registering new claims only and is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that **we** can take any action necessary.

Please see page 8 for the steps of how to make a claim.

# Welcome

Thank **you** for choosing Canopus as **your** household insurer.

**We** really appreciate how important it is to have peace of mind when it comes to protecting **your** property, so as a valued customer **you** have access to unmatched quality of service and product knowledge.

Please take time to read this policy booklet to make sure **you're** completely satisfied and understand **your** cover. It includes useful telephone numbers should **you** need to make a claim or notify **us** if **your** circumstances change.

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## Anti-Fraud and Credit Checks

**We** may conduct anti-fraud and credit checks using various databases such as CIFAS, CUE and Hunter at any stage of **your** period of insurance to confirm that all information provided to **us** by **you** is correct.

- ▶ If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- ▶ Law enforcement agencies may access and use this information.
- ▶ **We** and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities
  - Managing credit and credit related accounts or facilities
  - Recovering debt
  - Checking details on proposals and claims for all types of insurance
  - Checking details of job applicants and employees

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

## Data Protection Notice

It is a condition of this policy that **you** read and accept the terms of this data protection notice. **You** should show this notice to anyone covered by this policy.

The details **you** have provided will be processed in accordance with the Data Protection Act 1998 and other applicable laws. **We** share data with approved organisations for underwriting and fraud prevention purposes. **Your** data may also be processed outside of the European area. In all instances **we** ensure an adequate level of protection is given to **your** information.

In order to assess the terms of an insurance contract or administer claims that arise, **we** may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical data or criminal convictions).

In order to process **your** information for the purposes of providing insurance and claims handling it may be necessary to pass **your** information to carefully selected third parties and other Group companies.

**We** share information with other insurers, certain government organisations and other authorised organisations for the purpose of insurance underwriting, preventing or detecting fraud, managing claims and managing complaints.

If **you** have any queries, please contact the Data Protection Officer at:

Canopus,  
Gallery 9,  
One Lime Street,  
London,  
EC3M 7HA.

# The contract of insurance

This document, the schedule and any endorsements form a legally binding contract of insurance between **you** and **us**.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **you** provided in **your** proposal or statement of insurance. The insurance provided by this document covers liability, loss or damage that happens during any period of insurance for which **you** have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

## The Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

# Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are shown in **bold**.

- **Accidental damage:** Damage caused as a direct result of a single unexpected event.
- **Buildings:** The structure of the **private residence**, garages and outbuildings (but not a caravan or mobile home), greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and **your** fixtures and fittings.

Carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £5,000 in total.

The **private residence** (unless **we** describe it differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

- **Contents:** Household furniture, carpets, curtains and appliances which belong to **you** or for which **you** are legally responsible.

**Contents** do not include **your** fixtures and fittings or property belonging to **your tenant or tenants**.

**Your contents** are not covered if the private residence is being lived in by **tenant or tenants** in: category 2, category 3 or category 4, as detailed below.

- **Period of insurance:** The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.
- **Private residence:** The living accommodation at the address shown on the schedule, lived in as an individual house, apartment(s) or flat(s).
- **Tenant and Tenants:** Any person or people paying rent to **you** under a tenancy agreement for at least six months'.

Categories of **tenant or tenants**

- ▶ Category 1- Private  
A person or people who are in full- or part-time employment, self-employed, retired, or unemployed because of a disability.
- ▶ Category 2 - Student  
A person or people who are in full- or part-time education at a university, college, or teaching establishment.
- ▶ Category 3 - Tenant on benefits living permanently in the UK  
A person or people who live in the **private residence** as accommodation arranged by a government department or local council, as long as the tenancy agreement is between **your tenant or tenants** and **you**, or **your** appointed letting agent.
- ▶ Category 4 - Asylum seeker  
A refugee or refugees as defined by Article 1 of the 1951 Refugee Convention, who have been granted refugee status by the national authorities.

The schedule will show which category this insurance has been issued for.

- **United Kingdom**  
Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

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■ **Unoccupied**

Where the **private residence** has been left without **tenants** for more than 30 days in a row.

■ **We, us, our**

The insurer named on the policy schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask us for the names of the underwriters and the share of the risk each has taken on.

■ **Workforce**

**Your** employees.

■ **You, your**

The person or people named on the schedule, or the directors or partners of the business named on the schedule.

# How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy.

If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy schedule to see which section **you** are covered for.
2. If **you** are a victim of theft, damage or vandalism, or something is lost or damaged away from the **home**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

## Phone Canopus Claims on:

**0845 845 9901**

Tell them **your** policy number. **You** will find this on **your** policy schedule. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open 24 hours a day, 365 days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help **us** to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us**, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** insurance adviser. **We** will answer any questions **you** may have.

# Section One: Buildings

The **schedule** will show if this cover applies.

## What is covered

### Insured events

Loss or damage to the **buildings** occurring during the **period of insurance** caused by the following insured events:

1	Fire and smoke.	
2	Earthquake.	
3	Explosion.	
4	Lightning.	
5	Aircraft and other flying objects or anything dropped from them.	
6	Riot.	▶ Loss or damage while the <b>private residence</b> is <b>unoccupied</b> .
7	Being hit by any vehicle, train or animal.	▶ Loss or damage caused by pets; ▶ Loss or damage caused to: – paths or drives by the weight of any vehicle; or – roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
8	Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	▶ Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
9	Falling trees or branches, telegraph poles or lamp posts.	▶ Loss or damage: – to hedges, fences and gates; or – caused by cutting down or trimming trees or branches.
10	Theft or attempted theft.	▶ Loss or damage: – while the <b>private residence</b> is <b>unoccupied</b> , unless there has been forced and violent entry into or exit out of the <b>private residence</b> ; or – caused by <b>you, your workforce or your tenant or tenants</b> .
11	Malicious acts or vandalism.	▶ Loss or damage: – while the <b>private residence</b> is <b>unoccupied</b> , – caused by <b>you</b> , or; – any amount over £5,000 caused by <b>your tenant or tenants</b> .

## What is not covered

We will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefits 4 and 5).

Category 1 (Private) - £100

Category 2 (Student) - £125

Category 3 (Tenants on benefits) - £150

Category 4 (Asylum seeker) - £250

## What is covered

12. Flood.

13. Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

14. Subsidence or heave of the site on which **your buildings** stand, or landslide.

15. **Storm.**

## What is not covered

- ▶ Loss or damage caused by:
  - frost;
  - subsidence, heave or landslip;
  - caused by underground water.
- ▶ Loss or damage to:
  - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or
  - radio or television aerials, fixed satellite dishes, their fittings or masts.

- ▶ Loss or damage while the **private residence** is **unoccupied**.
- ▶ Loss or damage caused by:
  - subsidence, heave or landslip;
  - faulty workmanship; or
  - chemicals or a chemical reaction.
- ▶ Loss or damage to:
  - fixed domestic oil tanks, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;
  - to the installation itself; or
  - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.

- ▶ Loss or damage caused by:
  - coastal or river erosion;
  - new structures bedding down, settling, expanding or shrinking;
  - newly made-up (surfaced) ground settling;
  - faulty design, workmanship or materials;
  - construction work or repairing, demolishing or altering **your buildings**;
  - normal settlement, shrinkage or expansion; or
  - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- ▶ Loss or damage to:
  - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **private residence** is damaged at the same time and by the same cause;
  - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause; or
  - **your buildings** if the loss or damage is covered by law, contract or legislation.
- ▶ The first £1,000 of every claim.

- ▶ Loss or damage caused by:
  - frost;
  - subsidence, heave or landslip; or
  - rising ground-water levels.
- ▶ Loss or damage caused to:
  - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or
  - to radio or television aerials, fixed satellite dishes, their fittings or masts.

# Extra benefits included with buildings

We will also cover the following.

## What is covered

### 1 Accidental breakage

- ▶ Accidental breakage of fixed glass forming part of **your buildings** (including the cost of necessary boarding up before replacing broken glass).
- ▶ Accidental breakage of fixed sanitary fittings.
- ▶ Accidental breakage of ceramic glass in cooker hobs of built-in units.
- ▶ Accidental breakage of fixed solar panels forming part of **your buildings**.

### 2 Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an insured event under section one: Buildings, **we** will pay the rent **you** would have received from existing **tenant or tenants** if the **private residence** could have been lived in.

**You** may only claim this benefit under one section of this document.

### 3 Selling the private residence

If **you** sell the **private residence**, from the date **you** exchange contracts **we** will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

## What is not covered

- ▶ **We** will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefits 4 and 5).

Category 1 (Private) - £100

Category 2 (Student) - £125

Category 3 (Tenants on benefits) - £150

Category 4 (Asylum seeker) - £250

- ▶ Damage while the **private residence** is **unoccupied**.
- ▶ Damage caused by chewing, tearing, scratching or fouling by pets.

- ▶ Any amount over 20% of the sum insured for **buildings** for any one claim.
- ▶ Loss of rent:
  - if the **private residence** was **unoccupied** immediately before the insured event;
  - arising from **your tenant or tenants** leaving the **private residence** without giving notice to **you** or **your** letting agents; or
  - after the **private residence** can be lived in again.
- ▶ Rent which is unpaid at the time of the loss or damage.
- ▶ Costs, fees or charges **you** have to pay to **your** letting agents.

- ▶ Any claim for loss or damage to **your buildings** if the buyer is insured under any other insurance.

## What is covered

### 4 Metered water

Metered water accidentally leaking following an insured event.

Up to £1000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

**You** may only claim this benefit under one section of this document.

### 5 Accidental damage to underground cables, pipes and tanks

**We** will pay for **accidental damage** to underground cables, pipes and tanks serving the **private residence** for which **you** are legally responsible.

### 6 Building fees and the cost of removing debris

- ▶ After a claim, which is covered by an insured event under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.
- ▶ The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- ▶ The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, to make the site safe.
- ▶ The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

## What is not covered

- ▶ The first £100 of every claim.

- ▶ The first £100 of every claim.
- ▶ Damage while the **private residence** is **unoccupied**.
- ▶ The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- ▶ Damage caused by subsidence or heave of the land, or landslip.

- ▶ Any costs:
  - for preparing a claim;
  - which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**;
  - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened; or
  - for making the site stable.
- ▶ Any amount over 12.5% of the sum insured for **buildings** for any one claim.

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# Settling claims

**We** will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed if:

- ▶ the sum insured is enough to pay to rebuild **your buildings**;
- ▶ the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- ▶ **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- ▶ the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- ▶ the difference between the market value of the **private residence** immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines, or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

## Sum insured

The most **we** will pay under section one: Buildings is the sum insured for **buildings** shown on the schedule, adjusted in line with index-linking. This includes the extra expenses and fees listed under Extra benefit 6 'Building fees and the cost of removing debris' in section one: Buildings.

## Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

## Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** and **your tenant or tenants** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

## Index-linking

The sum insured will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** and **your tenant or tenants** take reasonable action for the repair or rebuilding to be carried out immediately.

**We** will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

# Buildings liability

For the purpose of this section, bodily injury will include death and disease.

## What is covered

### Liability as the owner of the private residence

**We** will insure **your** liability as owner to pay for accidents happening in and around the **private residence** during the **period of insurance**. **We** will provide this cover if the accident results in:

- ▶ bodily injury to any person other than **you** or **your** workforce; or
- ▶ loss or damage to property which **you** or **your** **workforce** do not own or have legal responsibility for.

**We** will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

## What is not covered

**You** are not covered for liability arising:

- ▶ as the occupier of the private residence;
- ▶ from any agreement or contract unless **you** would have been legally liable anyway;
- ▶ from criminal acts;
- ▶ as a result of an assault, alleged assault or a deliberate or malicious act;
- ▶ from owning or occupying any land or buildings, other than the **private residence**;
- ▶ where **you** are entitled to cover from another source;
- ▶ from any profession, trade or business;
  - from **you**, **your workforce** or **your tenant or tenants** owning or using any:
- ▶ power-operated lift;
- ▶ electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
- ▶ aircraft, hang-gliders, hovercraft, land- or sandyachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
- ▶ caravans or trailers;
- ▶ animals other than **your** pets;
- ▶ animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
- ▶ dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

## What is covered

### Liability as the owner of previous private residences

**We** will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **private residence** which **you** owned, for accidents happening in and around that **private residence** which result in:

- ▶ bodily injury to any person other than **you** or **your workforce**; or
- ▶ loss or damage to property which **you** or **your workforce** do not own or have legal responsibility for.

**We** will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

## What is not covered (continued)

**You** are not covered for liability arising:

- ▶ from an incident which happens over seven years after this insurance ends or the **private residence** was sold;
- ▶ from any cause for which **you** or **your workforce** are entitled to cover under another source;
- ▶ from the cost of correcting any fault or alleged fault; or
- ▶ where a more recent insurance covers the liability.

## Section Two: Contents

The **schedule** will show if this cover applies.

### What is covered

#### Insured events

Loss or damage to **your contents** during the **period of insurance** caused by the following events.

1. Fire and smoke.
2. Earthquake.
3. Explosion.
4. Lightning.
5. Aircraft and other flying objects or anything dropped from them.
6. Riot.
7. Being hit by any vehicle, train or animal.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
9. Falling trees or branches, telegraph poles or lamp posts.
10. Theft or attempted theft.
11. Malicious acts or vandalism.
12. Flood.

### What is not covered

The first £100 of every claim under insured events 1 to 15.

▶ Loss or damage caused by pets.

▶ Loss or damage caused by cutting down or trimming trees or branches.

▶ Loss or damage:  
 – while the **private residence** is **unoccupied**, unless there has been forced and violent entry into or exit out of the **private residence**; or  
 – caused by **you**, **your workforce** or **your tenant** or **tenants**.

▶ Loss or damage:  
 – while the **private residence** is **unoccupied**;  
 – caused by **you** or **your workforce**; or any amount over £5,000 caused by **your tenant** or **tenants**.

▶ Loss or damage caused by:  
 – frost;  
 – underground water.

▶ Loss or damage:  
 – to property outside the **private residence**.

## What is covered

13. Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

14. Subsidence or heave of the site on which **your buildings** stand, or landslip.

15. Storm.

## What is not covered

- ▶ Loss or damage:
    - while the **private residence** is **unoccupied**;
    - caused by faulty workmanship;
    - to free-standing hot tubs, jacuzzis or spas;
    - to the installation itself; or
    - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
  - ▶ The cost of the water or oil.
- 
- ▶ Loss or damage caused by:
    - coastal or river erosion;
    - new structures bedding down, settling, expanding or shrinking;
    - newly made-up (surfaced) ground settling;
    - faulty design, workmanship or materials;
    - construction work or repairing, demolishing or altering **your buildings**; or
    - solid floors moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.
- 
- ▶ Loss or damage:
    - caused by frost; or
    - to property outside the **private residence**.

# Extra benefits included with contents

## What is covered

### 1. Accidental breakage

- ▶ glass tops and fixed glass in furniture;
- ▶ ceramic glass in cooker hobs;
- ▶ mirrors.

### 2. Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an insured event under section two: Contents, **we** will pay the rent **you** would have received from existing **tenant or tenants** if the **private residence** could have been lived in.

**You** may only claim this benefit under one section of this document.

### 3. Metered water

Metered water accidentally leaking following an insured event.

Up to £1000 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

## What is not covered

- ▶ The first £100 of every claim.
- ▶ Damage while the **private residence** is **unoccupied**.
- ▶ Damage caused by chewing, tearing, scratching or fouling by pets.
- ▶ The cost of repairing, removing or replacing frames.

- ▶ Any amount over 20% of the sum insured for **contents** for any one claim.
- ▶ Loss of rent:
  - if the **private residence** was **unoccupied** immediately before the insured event;
  - arising from **your tenant or tenants** leaving the **private residence** without giving notice to **you** or **your** letting agents; or
  - after the **private residence** can be lived in again; or
  - which is unpaid at the time of the loss or damage.
- ▶ Costs, fees or charges **you** have to pay to **your** letting agents.

- ▶ The first £100 of every claim.

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# Settling claims

**We** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

## Sum insured

The most **we** will pay under section two: Contents is the sum insured for **contents** shown on the schedule, plus any index-linking.

## Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

## Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** and **your tenant** or **tenants** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

## Index-linking

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

**We** will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

## Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts and guarantees.

## Contents liability

For the purpose of this section, bodily injury will include death and disease.

### What is covered

#### Accidents to domestic employees

**Your** legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **private residence**.

**We** will pay up to £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

### What is not covered

- ▶ Bodily injury arising from any infectious disease or condition.

# General exclusions

This insurance does not cover:

- ▶ direct or indirect loss or damage to any property;
- ▶ any legal liability;
- ▶ costs and expenses; or
- ▶ death or injury to any person;

caused by, contributed to or arising from, the following:

- 1 Radioactive contamination from:
  - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

**We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic data being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.

- 8 Indirect loss of any kind.

- 9 Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

# General conditions

The following conditions apply to the whole of your insurance.

## 1 Reasonable care

**You** must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

**You** must make sure that all forms of protection provided for the security of the **private residence**, including all locks and alarm systems, are kept in working order and are working whenever **you** or the **tenants** are not living in the **private residence**. If **you** do not do this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.

## 2 Telling us about a change

**You** must tell **us** as soon as possible about any change in the information given to **us**. If **you** do not, **your** insurance may not be valid or may not cover **you** fully.

**We** have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

## 3 Claims

When there is a claim or possible claim, **you** must tell **us** in writing as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **private residence**.

**You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

## 4 Our rights after a claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this policy, **we** may take over, defend or settle any claim in **your** name.

**We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this policy.

## 5 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

## 6 Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to.

When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 7 Cancellation

### Cooling off period

**You** may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

**You** may cancel this insurance after the cooling off period by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim within the **period of insurance**).

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**We** may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining period of insurance (as long as **you** have not made a claim).

**We** may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

#### **8 Other insurance**

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

#### **9 More than one private residence**

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each..

#### **10 Regulations and conditions for rented accommodation**

**You** must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens, **we** may not pay the claim.

**You** or an authorised person must inspect the inside and outside of the **private residence** at least once every six months.

If the **private residence** is lived in by category 2, category 3 or category 4 tenants, the following conditions will apply on top of those shown in the document, or **we** may not pay a claim.

A. The bedrooms must not be used for cooking food, other than for making tea and coffee.

B. The bedrooms must not be heated by portable heaters, other than electrically-powered or convector heaters.

C. All rubbish stored in the **private residence** must be removed each week.

#### **11 Flat roof inspection condition**

All flat roof sections of the **private residence** must be inspected and tested at least once every two years by a qualified, independent building and roofing contractor. **You** or **your** letting agent must be able to give **us** a valid certificate or written report signed by the contractor confirming the roof section is in a weatherproof condition.

If **you** do not keep to this, **we** may decide not to pay a claim.

# Endorsements

An endorsement only applies if the endorsement's number is shown on the schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with the schedule.

The general terms, exclusions and conditions apply to all endorsements.

## Endorsement number H1 – Other interest

The name shown on the schedule has a financial interest in your buildings.

## Endorsement number H7 – Excess clause (Buildings)

**We** will not pay the first amount shown on the schedule for any claim under section one: Buildings.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

## Endorsement number H8 – Unoccupancy

The 30-day limit does not apply and the following terms do apply.

While the **private residence** is **unoccupied**:

- ▶ during the period from November to March all main supplies must be turned off and the water and central heating systems must be drained, unless the central-heating system is kept running to maintain a minimum temperature of 15 °C throughout the **private residence**;
- ▶ **you**, or an authorised person, must inspect the inside of the **private residence** every seven days;
- ▶ theft or attempted theft will not be covered unless there has been a forced and violent entry into or exit from the **private residence**; and
- ▶ the Accidental breakage extension of section one: Buildings is deleted.

**We** will not pay the first £250 of every claim.

## Endorsement number H14 – Excess clause (Contents)

**We** will not pay the first amount shown on the schedule for any claim under section two: Contents.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

## Endorsement number H27 – Subsidence, heave or landslip clause

Insured event 14 in section one: Buildings and section two: Contents is deleted.

## Endorsement number H33 – Contractor's clause

**We** will not pay for any loss, damage or liability arising out of the activities of any contractor.

## Endorsement number H36 – Exclusion of theft

**We** will not provide any cover for insured event 10 – theft or attempted theft, under any part of this insurance.

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# Complaint Procedure

If **you** have any reason to complain about **your** insurance policy, or **us**, please refer to the complaints procedure below.

The first step is to write to:

**Divisional Underwriter - UK Property**  
**Canopus,**  
**Gallery 9,**  
**One Lime Street,**  
**London EC3M 7HA**

When **you** do this, please quote **your** insurance document number as it will help **us** to deal with **your** complaint promptly.

After this action, if **you** are still not satisfied with the way a complaint has been handled, **you** may ask the Policyholder & Market Assistance department at Lloyd's to review **your** case.

The address is:

**Policyholder & Market Assistance**  
**Lloyd's Market Services**  
**One Lime Street**  
**London**  
**EC3M 7HA**  
**Phone: 020 7327 5693**  
**Fax: 020 7327 5225**  
**E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)**

If **you** are still not satisfied after contacting Lloyd's, **you** can refer your case to the Financial Ombudsman Service (FOS.)

The address is:

**The Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**

This does not affect **your** right to take legal action if necessary.

## **Financial Services Compensation Scheme (FSCS)**

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** cannot pay out all valid claims under this policy. This depends on the type of policy **you** have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

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