



CASTLE

ALL RISKS POLICY WORDING

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Introduction

Many of the words and phrases used in this **Castle All Risks Policy** have special meanings. These words are highlighted throughout the whole of the policy wording by the use of bold print. For the meanings of the words and phrases used refer to the section headed **definitions** page 10,

Castle All Risks Policy cover is administered by Castle Agencies LTD who act on behalf of the **insurers**.

Castle Agencies LTD is authorised and regulated by the Financial Services Authority (FSA), Register number 605732 and **you** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/Pages/register/ or by contacting the FSA on 0845 6061234.

Our permitted business is advising on and arranging general insurance contracts.

The insurance provided under this **Castle All Risks Policy** has been specially designed for higher net worth individuals and their families. It provides advantageous coverage whilst remaining highly competitive in price. The **Castle All Risks Policy** cover has 6 **Sections**, and **your** selection of **Sections** is set out in **your schedule**.

The **Sections** are as follows:

Section 1 – Private residences – the **Buildings**, outbuildings and **Outdoor Items**

Section 2 – General **Contents**

Section 3 – **Fine Art and Antiques**

Section 4 – **Personal Possessions; Money and Credit Cards**

Please carefully check **your** current **schedule** to see which of the above **Sections** are in force.

The insurance for **Sections** 1, 2, 3 and 4 are underwritten by the **insurer** who is named in the **schedule**.

The **insurers** are authorised and regulated by the Financial Services Authority and this can also be checked on the FSA's register. www.fsa.gov.uk/Pages/register/

Your Castle All Risks Policy

Your Castle All Risks Policy is made up of the following which must be read together as they form **your** contract of insurance:

- The introduction, the general exclusions and conditions, all of which apply to all **Sections** of the policy
- The **sections** of the cover selected by **you**, including the definitions, the exclusions and conditions Which apply to the **sections** selected
- The **schedule**, which details the **sections** of cover **you** have selected and which includes all **endorsements** applied to the **Castle All Risks Policy** whilst it is in force.

Please take time to read all the **sections** of the **Castle All Risks Policy** to make sure that they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything that **you** do not understand, please let **us** or **your insurance intermediary** know.

The basis of this contract is the information that **you** have supplied and/or the statement of facts, including the declaration which **you** have checked to **your** satisfaction.

Please examine the **Castle All Risks Policy** and if it is not correct return it immediately to **us** or **your insurance intermediary** who will arrange for it to be amended.

In consideration of the payment of the premium for the **period of insurance**, the **insurers** will agree to pay to **you** following the occurrence any loss or damage which **you** may suffer during the **period of insurance**, within the conditions set out in the **Castle All Risks Policy**. In some circumstances **insurers** will, for accidents for which **you** are legally responsible, pay to **you** or (on **your** behalf) to some other person the amount of **your** legal liability to that person.

How the Cover Works

The insurance is provided within the conditions of the **Castle All Risks Policy** for those **Sections** named in the **schedule** for any **insured event** which takes place during the **period of insurance**. **Your Castle All Risks Policy** ends at midnight on the last day of each **period of insurance**.

Changes to your Circumstances

Please tell Castle Agencies LTD or **your insurance intermediary** immediately if there are any changes to **your** circumstances which could affect **your** insurance. It is important to do this to ensure that **you** remain fully protected.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to claim.

Please refer to General Condition 1 on page 14 for circumstances that you should tell **us** about.

Cancellation

Cancelling your policy within the first 14 days We want **you** to be happy with **your Castle All Risks Policy**. If, having examined **your** insurance documentation, **you** decide not to proceed, **you** may cancel the insurance, within 14 days of concluding the contract; or the day you receive your policy documentation if that is later.

You can do this by contacting **us** or the **insurance intermediary** through whom **you** arranged this insurance.

If **you** choose to cancel the policy, provided **you** have not made a claim, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim the amount of refund will be calculated proportionately for the time for which you have been covered based on the annual premium payable. Where an **event** has occurred which may give rise to a total loss claim the full annual premium may be payable.

You may contact Castle Agencies LTD by telephone on 020 7816 5869 or write to **us** at: Gallery 4, 12 Leadenhall Street, London, EC3V 1LP

If after 14 days **you** have not cancelled **your Castle All Risks Policy**, **we** will assume that **you** wish **your Castle All Risks Policy** to continue for the agreed **period of insurance**.

Cancelling your Castle All Risks Policy after the first 14 days

We and/or the **insurer** can cancel this **Castle All Risks Policy** by sending 14 days notice in writing to **you** at **your** last known address.

If **you** cancel the policy outside the first 14 days you will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered. As long as you have not claimed during the current period of insurance the amount of refund will be calculated on a proportionate basis for the time for which you have been covered based on the annual premium payable (subject to Insurance Premium Tax, where applicable). Where an **event** has occurred which has resulted in a claim or which may give rise to a claim, the full annual premium may be payable to **us**.

If the amount due when you cancel the policy is more than the amount you have paid **you** may be asked to pay the difference.

We reserve the right to cancel this policy immediately in the event of non-payment of the premium or default by **you** under a monthly instalment plan.

How the Cover Works

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** or **insurers** cannot meet our liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London, E1 8BN
Tel: 0800 678 1100 or 0207 741 4100
Email: enquiries@fscs.org.uk

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Law applicable

Under European Law unless **insurers** agree otherwise this agreement shall be governed by and construed in accordance with English law.

Telephone Recording

Please note that telephone calls may be recorded for **our** joint protection, training and/or monitoring purposes.

How to Make a Claim

What to do in the event of a claim

Check **your schedule** and the **Castle All Risks Policy** which give details of what is covered and what is not covered. If **you** have any questions, please contact **us** or **your insurance intermediary**.

For Claims under Sections 1-4 (Buildings, Contents, Fine Art and Antiques and Personal Possessions):

- Upon the discovery of an **event** which may give rise to a claim please telephone **us** or **your Insurance intermediary**. **You** can notify **us** of a claim by telephoning **0870 241 2719**. If **you** are abroad and would like to contact us, please call **+44 (0) 870 241 2719** or by emailing claims@ageas.co.uk quoting reference **CAST-ADFL**
- Make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would be helpful to take photos of the damage. • **Insurers** must have the chance to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved before work begins.
- **Insurers** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **you** or **your insurance intermediary**.
- If someone is holding **you** responsible for damage to their property or for **bodily injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any writ, summons or other legal document immediately and unanswered. Do not admit liability. **You** should also refer to General Condition 7 on page 15.
- If **your** loss is likely to be also covered in whole or in part by another policy or policies of insurance **you** are entitled to claim under this policy. However **you** must tell **us** about any other insurance in force and assist the **insurers** to claim back a contribution towards the loss from the other **insurers** concerned.
- If, following an **insured event** **you** have a potential claim under more than one **section** or **part** of this policy, then **you** can choose to recover under whichever **section** or **part** that gives **you** the largest recovery.

Customer Service

What to do if you are not satisfied

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always acknowledge receipt of **your** complaint within five 5 working days and do **our** best to resolve the problem within four 4 weeks. If **we** cannot, **we** will let **you** know when an answer may be expected. If **we** have not sorted out the situation within eight 8 weeks **we** will provide **you** with information about the Financial Ombudsman Service*.

Should **you** wish to make a complaint please contact:

The Customer Satisfaction Manager, Castle Agencies LTD
Address: Gallery 4, 12 Leadenhall Street, London, EC3V 1LP
Telephone: 020 7816 5869
Fax: 020 7816 5900
Email: info@castleunderwriting.com

If the complaint is about the service **you** have received from Castle Agencies LTD **we** will tell **you** who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

If **we** find that **your** complaint relates to the service provided by one of **our intermediaries** **we** will pass the details on to them and will monitor the progress of their investigations.

Complaints which the **insurer(s)** are required to resolve will be passed on by **us** to them. **We** will notify **you** where **we** do this, and monitor the progress of their investigations.

Using the complaints procedure above or referral to the Financial Ombudsman Service* does not affect **your** legal rights.

*The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Ombudsman about **your** options, or **you** may wish to seek **your** own professional or legal advice.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London E14 9SR

Telephone: **08000 234 567** free for people phoning from a "fixed line" (for example, a landline at **home**) or **0300 123 9 123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02
Email: complaint.info@financial-ombudsman.org.uk

The Ombudsman will only consider **your** complaint if **you** have already given **us**, the **intermediary** or **insurer** the opportunity to resolve it.

Definitions

For the Whole Policy

Many of the words and phrases used in this policy have special meanings. The following terms used throughout this **Castle All Risks** wording have the following meanings and such words are highlighted throughout the whole of the policy wording by the use of **bold print**:

Accidental Damage – Damage caused suddenly and as a result of an external, visible and violent cause.

Act of Terrorism – An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Acts of Parliament – All Acts of Parliament referred to in this policy including any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **territorial limits**.

Appointed Representative – A solicitor or any appropriately qualified person appointed to act in a professional capacity for **you** in accordance with the terms of this insurance.

Baggage – Means bags, (including handbags), taken with you whilst travelling on holiday, **business** or pleasure trips.

Bodily Injury – An identifiable physical injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

Buildings – The private residence specified in the **schedule** or where more than one residence is specified all of them, and includes the main domestic structure, outbuildings used for domestic purposes, decorative finishes, fixtures and fittings, lifts, domestic fixed fuel tanks, underground service pipes and cables, sewers and drains, swimming pools, permanently fitted hot tubs, hard tennis court, lawns, garden walls, patios, steps, terraces, ornamental man-made ponds, fountains, radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems and surveillance equipment, hedges, fences, gates, paths and drives situated at the address or addresses shown in the **schedule** which belong to **you** or for which **you** have a legal responsibility.

Business – Any employment, trade, occupation or profession.

Business Property – Office furniture, furnishings, office equipment including documents and computer equipment owned by **you** used in connection with a business conducted from the **home**.

Contents – The household goods of the **buildings** including furniture; furnishings; personal effects (but not **personal possessions**); **photographic equipment**; **money**; **outdoor items**; **business property**; gardening implements; tractors and their trailers used solely for domestic purposes; **fine art and antiques**; and **your** fixtures and fittings including interior decorations if **you** are not responsible for insuring the **buildings**; all of which belong to **you** or for which **you** have a legal responsibility. This definition does not include caravans, aircraft, watercraft or mechanically propelled vehicles, other than;

- domestic gardening equipment,
- electric wheelchairs,
- models and toys.

*Also not included are spare parts and accessories, (although cover is provided for **your** computerised motor vehicle accessories when taken out of the vehicle and kept in the **building of your home**), any part of the structure of the **buildings**, animals, **personal possessions**, or **credit cards**.*

Definitions

Court – An official assembly for the transaction of judicial business or other competent authority.

Credit Cards – Bankers', cash, charge, cheque or **credit cards** which **you** or those members of **your** family living with **you** or any other person who forms part of **your household** are entitled to possess under the terms of the issue of each card.

Excess – The amount or amounts specified in the **schedule** for which you are responsible, being the first part of each claim that the **insurer(s)** agree to pay under the **Castle All Risks**, following the occurrence of an **insured event**. For **insured events** that are covered under more than one **section** of the **Castle All Risks** only one **excess** will be apply. If **you** make a claim for what **we** identify as one or more separate **events**, **you** will need to pay a **excess** for each separate **event** that **we** have identified.

Emergency – An unforeseen situation which if not dealt with quickly would:

- a) render **your home** unsafe or insecure; or
- b) damage or cause further damage to **your home**; or
- c) cause unreasonable discomfort, risk or difficulties for or to **you**.

The **insurer** will treat all emergencies linked by cause or time as one **emergency**.

Endorsement – An alteration to the terms of the policy. This is done by a written variation which is detailed on the **schedule** or is contained in a certificate of **endorsement** which should always be attached to **your schedule**.

Event – All loss, damage or legal liability that arises as a result of any single incident or occurrence.

Fine Art and Antiques – Articles of special or high quality or of artistic merit, and includes, but is not limited to collectible furniture, rugs, tapestries, drawings, etchings, paintings, photographs, prints, books, manuscripts, porcelain, sculptures, stamps or coins forming part of a collection, articles made of precious metal and/or semi-precious or precious stone, gold and silver plated items, and other collectible items or objects of virtue either owned by **you** or for which **you** have a legal responsibility to the owner. **fine art and antiques** excludes **jewellery**, **furs** and guns which must be specifically insured under the **personal possessions section** of this **Castle All Risks Policy**.

Furs – Articles made of or containing fur.

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

Home – **Your** private residence(s) as specified in the **schedule** or where **you** have two or more private residences, so long as each are specified in the **schedule** separately. **Home** includes the area of the plot described in the title deeds of each **home** as well as the structure and outbuildings used for domestic purposes, the address of each being as shown in the **schedule**.

Household – Those members of **your** family, **your** relatives and any other persons (but not boarders or lodgers) permanently living with **you** at any **home** together with permanently resident domestic servants employed by **you** or a member of **your** family.

Identity Fraud – A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

Inception Date – The start of the **period of insurance** as shown in the **schedule**.

Insurance Intermediary – The person or company **you** consulted to arrange this policy or consulted with the intention of arranging the insurances under the **Castle All Risks Policy**.

Insured - You, your partner and relatives permanently living with you in your main **home** in the UK. (The **insurer** will cover your children temporarily away from **home** for the purposes of higher education).

Insured Event – Any circumstance giving rise to a claim for compensation under a **section** of this policy that is in force.

Definitions

Insurer(s) – The **insurer** for **sections 1-4** is AGEAS Insurance Limited for each applicable **section** insured under this **Castle All Risks**.

The **insurer** for **Section 5 - Family Legal Protection and Identity Fraud** and **Section 6- Home Emergency Solutions** is Brit Syndicate 2987 at Lloyds (written under unique market reference B0356KA233D12A000 or replacement thereof).

Jewellery – articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

Landslip – Downward movement of sloping ground

Legal Costs and Expenses (Sections 1-4) – Reasonable legal fees and costs of **legal proceedings** incurred by **you**, costs of any civil proceedings incurred by **your** opponent for which **you** may be made liable by **court** order or may pay with **insurers** consent and which are not otherwise recoverable.

Legal Proceedings – The pursuit or defence of legal disputes but excluding non-contentious matters.

Money – The currency in issue in the **United Kingdom**, but includes the lawful currency of any origin country and also includes bankers drafts, cheques, postal and **money** orders, travellers cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports season tickets and gift vouchers, and any similar instruments which can be dealt with in a manner similar to any of those indicated.

*This definition does not include **money** held for trade or **business** purposes promotional vouchers, air miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.*

Mould – a fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes **mould** spores and mycotoxins.

Outdoor Items – Items of **contents** which are kept permanently out of doors, including but not limited to statues and garden ornaments, trees, shrubs, hedges and other growing plants.

Part – Some **sections** are sub-divided into parts.

Period of Insurance – The duration of cover provided by **your Castle All Risks Policy** and its **sections** as shown on **your schedule**. Each period of renewal is treated as a separate period.

Personal Possessions – **jewellery**, watches, gems, pearls, **furs**, guns. **personal possessions** excludes **money** and **credit cards** which must be specifically insured under the **money** and **credit card section** of **section 4 personal possessions** of this **Castle All Risks**.

Photographic Equipment – This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.

Policyholder – The person shown as the **policyholder** in the **schedule**. If there is more than one person named on the **schedule** as the **policyholder**, this policy applies both jointly and individually.

Castle All Risks Policy – The collection of insurances made up from those **sections** of this document as are agreed between **you** and **your insurers** will be covered. The list of **sections** in **your Castle All Risks Policy** is set out in **your schedule**.

Primary Heating System – The principal central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating boiler or source.

Proposal Form/Statement of Fact – Contains the information provided by **you** together with the statement and declaration on which this **Castle All Risks Policy** is based. The proposal form/statement of facts along with this **Castle All Risks Policy** booklet, **your** most recent **schedule**, any **endorsement** notice and **your** agreement to pay the premium forms the basis of contact between **you** and **insurers**.

Risk – The possibility of an unforeseen and unintended occurrence happening.

Definitions

Schedule – The **schedule** gives details of the insurance **you** have selected and contains details of the **policyholder**, private residence, sums insured, **period of insurance**, premium, and details of which **sections** of this **Castle All Risks Policy** are insured including the **excess's** applicable to each insured **section** or **part**.

Section – This policy wording is divided into 6 **sections** numbered 1 - 6. **Your** selection of coverage is set out in the **schedule**.

Settlement - Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Standard Construction – This means the walls of the **buildings** are built of brick, stone or concrete and the roof is pitched with slate, tile, concrete, asphalt or any incombustible mineral material.

Subsidence - Downward movement of the ground beneath the **buildings** whether the **building** was there or not, other than by **settlement**.

Sum Insured – The maximum amount **insurers** will pay if **you** suffer an insured loss. The amount varies between **sections** and **parts**. Details are set out in the **schedule**. Unless otherwise stated, it continues in full following the payment of a claim without an adjustment in premium.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unattended – When **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

Unoccupied – A **home** becomes **unoccupied** if it, (a) has not been lived in for more than 45 consecutive days, or (b) is not furnished for full habitation, or (c) is not resided in for a total of 180 days or more during the **period of insurance**.

Vaulted – **Your** property that is held within a safe deposit or by a bank in its safe or strong room as specified in the **schedule**.

Vermin – Various species regarded as pests or nuisances including, but not limited to mice, rats, squirrels, insects, arachnids, worms or other disease-ridden creatures.

You/your – The person(s) named in the **schedule** as the **policyholder** and all permanent members of his/her household.

Your broker or Insurance Intermediary -The person or persons who placed this insurance on **your** behalf.

General Conditions

The following conditions apply to (all sections and parts) of the Castle All Risks Policy.

These conditions are especially important terms of the contract(s) between **you** and **insurers**. They apply to every **section** of this **Castle All Risks Policy**. **You** must comply with the following conditions to have the full protection of this policy. If **you** do not comply with them **insurers** may at their option cancel the policy or refuse to deal with **your** claim or reduce the amount of any payment.

1. Change of Circumstances

You must notify **us** as immediately of any change of circumstances which may affect this insurance and in particular any of the following:

- change of address
- building works or any structural alteration to **your home**
- if **you** intend to let or sub-let **your home**
- if **you** intend to use **your home** for any reason other than private residential purposes
- if **your home** will not be lived in by **you** or **your** domestic staff
- any changes to the sums **you** need to insure as a result of additions, alterations, improvements, and new acquisitions.

Cover is provided automatically as follows:

Section 1 – Buildings for up to 20% of the **sum insured**

Section 2 – Contents for up to 20% of the **sum insured**

Section 3 – Fine Art and Antiques for up to 20% of the **sum insured**

Section 4 – Personal Possessions for up to 20% of the **sum insured**

provided **you** notify **us** within 30 days of any addition, alteration, improvement or acquisition. See **Section 1 – Buildings, Part 3, Section 2 – Contents, Part 15, Section 3 – Fine Art and Antiques, Part 3, Section 4 – Personal Possessions, Part 4.**

We must be notified as soon as possible if **you** or any of **your** domestic staff has been:

- declared bankrupt or
- convicted of or charged with but not yet tried for any offence other than a driving offence.

We will then advise **you** of any change in the terms of **your** insurance.

2. Sums Insured

The premium **you** pay is based on the **sum insured**. It is therefore important that at all times **you** keep your sums insured up-to-date as set out below:

Buildings

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses for:

- a) demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- b) architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision;
- c) any extra costs to comply with building or other regulations or the by-laws of any local authority but only in respect of the damaged parts of the **buildings**;
- d) potential loss of rent or additional rental costs.

General Conditions

Outdoor items

The cost of replacing them as new.

Contents

The cost of replacing them as new.

Fine Art and Antiques

The current market value.

Personal Possessions

The cost of replacing them as new.

Index Linking

Inflation may make the **sums insured** inadequate. **Insurers** will therefore adjust the **sum insured** for **buildings** and **contents** each month in accordance with the movements in the following indices or some other suitable index **we** decide upon. No increase or decrease in premium will be due for each monthly **sum insured** change but at each renewal the revised sum insured will be calculated and shown on the **schedule**.

- **Section 1 – Buildings**
The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
- **Section 2 - Contents**
The Government's Retail Price Index.

Sums insured are not adjusted for inflation as regards any other coverage. **You** should review **sums insured** regularly to reflect new purchases, extensions, improvements and changes in market values.

3. State of Repair

In the proposal form/statement of facts, **you** were asked whether the **buildings** were in good condition. **You** must maintain the **buildings** in a good state of repair.

4. Reasonable Care

You must take all reasonable steps to minimise the risk of accident, injury, loss or damage.

5. Unoccupancy and Letting

You must tell **us** if **your home** is loaned or let while **you** and **your household** live or intend to live elsewhere. **You** must also tell **us** if the **home** is to be **unoccupied** for more than 45 consecutive days or for a total of more than 180 days throughout the **period of insurance**.

6. Building Works

You must tell **us** in advance if **you** are planning to carry out building works or if **you** plan to carry out any work (other than minor plumbing or maintenance work) involving the application of heat. **You** must co-operate with **insurers** by taking reasonable steps **insurers** suggest to minimise the risks. **Insurers** reserve the right to amend the coverage provided by every **section** of this **Castle All Risks Policy** for the duration of these building works.

Cosmetic and esthetical improvements to the home and new acquisitions are automatically covered for up to 20% of the sum insured under the policy as long as you inform us of full details within 30 days. You must inform us of any building/structural works that you are planning prior to commencement of the works. Insurers reserve the right to make any alterations to your policy that they deem necessary in this event.

7. Claims

If **you** need to make a claim, **you** must do the following. For Claims under **Sections 1-4 (Buildings, Contents, Fine Art and Antiques and Personal Possessions)**:

- Tell **us** as soon as possible about the **event** and give **us** any information **we** may need.
- Tell the police immediately about any damage caused by theft or attempted theft, malicious persons, vandals or if any property is lost outside **your home**.
- Make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, take photos of the damage.

- Allow **insurers** to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved before work begins.
- Carry out and allow **us** to take any action **insurers** need to prevent more damage.
- Provide all necessary information and assistance that **insurers** may reasonably require.

General Conditions

7. Claims (Continued)

- Tell **us**, in writing, at **your** first opportunity if someone is holding **you** responsible for damage to their property or **bodily injury** to them. **You** must send **us** any writ, summons or other legal document immediately and unanswered.
- Not admit liability or responsibility or offer or agree to pay any **money** without **insurer's** permission.
- Allow **insurers** to defend any proceedings on **your** behalf.
- Not abandon any property and leave it to us or to **insurers**.

8. Third Party Rights

This **Castle All Risks Policy** is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

9. Assignment

Under European Law the contract(s) making up **your Castle All Risks Policy** are not assignable without **our** written consent.

10. Recovery & Rights

If **you** have the rights to recover all or part of any payment made under this policy, **insurers** may take over proceedings in **your** name, but at their own expense, to recover for their benefit the amount of any payment made under this **Castle All Risks Policy**.

You must give insurers and us all the assistance reasonably required to do this.

Insurers may also take over and deal with in **your** name the defence or settlement of any claim.

11. Other Insurance

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

12. Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the **Castle All Risks Policy** and all cover will cease. In such circumstances, **we** retain the right to keep the premium paid.

13. Renewal

If **you** pay **your** premium by instalments, when **your** policy is due for renewal **we** will renew it for **you** automatically; this saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy please let **us** know. Should the **insurer(s)** decide that they will not renew **your** policy **we** will notify **you** in writing prior to the renewal date.

The automatic renewal process only applies if premium is paid by instalments.

14. Premium Payment

Insurers will not make any payment under this **Castle All Risks Policy** unless **you** have paid the premium.

General Exclusions

The following exceptions apply to the whole policy unless stated differently

1.

- a) This **Castle All Risks Policy** does not insure any destruction of or loss or damage to property, or any legal liability which is directly or indirectly caused by or contributed to or arises from:
 - i) ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component; or
 - iii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.
 - iv) harm or damage to life or property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with an **act of terrorism**, regardless of any other contributing cause or **event**.
 - v) pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).
 - vi) deliberate acts of **you** or adult members of **your household**.
 - vii) pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected **event** which occurs in its entirety at a specific time and place during the **period of insurance**.
- b) This **Castle All Risks Policy** does not cover loss or damage caused by wear and tear or gradual deterioration.
- c) **Sections 1-4**
This **Castle All Risks Policy** does not cover loss or damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to **you** or not) to correctly recognise or respond to any date.

Applicable to all **Sections** except

Section 1, Part 8

Section 2, Parts 17 and 18

2. Sections 1 - 4 only

Insurers will not pay for any loss, damage, legal liability, cost or expense directly or indirectly caused or occasioned by or happening through any **act of terrorism** or any action taken in controlling, preventing or suppressing any **acts of terrorism** in anyway relating thereto. For the purpose of this exclusion "terrorism" means the use of biological, chemical and/or nuclear chemical force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

3. Each **section** of this **Castle All Risks Policy** contains specific exclusions. **You** should refer to the **sections** of this **Castle All Risks Policy** for the details of these.

4. This **Castle All Risks Policy** excludes all loss or damage resulting from building works or involving the application of heat and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor or building firm (unless full details of any building works and building contract have been disclosed and agreed by **us**).

Cosmetic and esthetical improvements to the home and new acquisitions are automatically covered for up to 20% of the sum insured under the policy as long as you inform us of full details within 30 days. You must inform us of any building/structural works that you are planning prior to commencement of the works.

Section 1 – Buildings

If this **section** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below under what **insurers** do not cover. Insured values, limits, **excess's** and other details specific to **you** are set out in the **schedule** and **endorsements**. Also see General conditions, exclusions and cancellation provisions

Definitions

Where a word or phrase appears in **bold** type.

Basis of Settlement

Your claim will be settled on the appropriate basis set out below.

Insurers will pay the cost of rebuilding or repair if rebuilding or repairs are carried out. At **insurers** option if the repair or replacement is not carried out **insurers** will pay the reduction in market value resulting from the loss or damage, but not exceeding what it would have cost to repair or replace. If the market value of a similar property in the same locality exceeds the rebuilding cost of the **building** concerned and the local authority refuses permission to rebuild, **insurers** will pay the market value up to 120% of the **sum insured** of the **buildings** as shown in the **schedule**.

Insurers will not pay for the cost of repairing or reinstating any undamaged part of the **buildings** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. **Insurers** will pay for replacing the undamaged parts of a bathroom suite or fitted kitchen where replacements for the damaged parts cannot be found.

Outdoor items

Insurers will at their option repair or pay **you** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

What is Covered

Part 1

All risks of physical loss or damage to **buildings** under this **Castle All Risks Policy**, unless any exclusion applies.

Part 2

Outdoor Items

Loss of or damage to **outdoor items** whilst they are in the open but within the **home**.

Coverage under this **part** in respect of loss or damage to trees, shrubs, plants and lawns is limited to £2,500 for any one tree, shrub or plant insured under **Section 1 - Buildings** for any one **event**.

*Cover under this **part** excludes damage caused by*

- a) *flood or storm*
- b) *death by natural causes (e.g. disease) or neglect to trees, shrubs, plants and lawns.*
- c) *Frost damage*
- d) *pressure of snow*

Part 3

Additions, Alterations and Improvements

Loss or damage to new additions, alterations or improvements to the **buildings** provided **you** request cover for the item(s) within 60 days of acquisition, and pay **us** any required proportionate additional premium. Cover under this **part** is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 1 - Buildings**.

Part 4

Trace and Access

If water, oil or gas escapes from the domestic heating, water or gas system, **insurers** will cover the cost of removing and replacing any part of the **home** or other permanent structure necessary to repair the heating or water system. Coverage under this **part** is limited to £10,000 for any one **event**.

*Cover under this **part** does not include loss or damage to the heating or water system or oil containers.*

Section 1 – Buildings

What is Covered

Part 5

Alternative Accommodation and Loss of Rent

If the **buildings** become uninhabitable due to loss or damage **insurers** have agreed to pay for under **part 1**, **insurers** will pay for rent which becomes irrecoverable by **you** as a landlord and additional costs of reasonable alternative accommodation for **your household** (including the necessary cost of temporary storage of **your** furniture and costs of accommodation for **your** domestic pets and horses).

*The maximum payable under this **part** is 20% of the sum insured for each of the **buildings** covered under this **section**.*

Part 6

Compulsory Evacuation

If a local authority prohibits **you** from living in **your home** as a direct result of loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this **Castle All Risks Policy**, **insurers** will pay the reasonable additional costs of similar accommodation for **you** and **your** domestic pets and horses, along with any rent **you** would have received for a period of up to 30 days from the date of compulsory evacuation.

Part 7

Fees and Other Expenses

If **you** necessarily and reasonably incur additional expenses of the types set out below following an insured loss under this **section**, **insurers** will pay, in addition to the **sum insured** by this **section**, up to 20% of the **sum insured** for the following:

- a) Fees of architects, consulting engineers, surveyors and the like.
- b) The cost of removing debris, and making the site and the **buildings** safe, including shoring up.
- c) Any additional costs caused by an unavoidable requirement to comply with any government or municipal requirements following damage unless **you** had been given notice of the requirements before the **insured event** occurred.

*Cover does not include expenses **you** incur in preparing a claim against the **insurer**.*

Section 1 – Buildings

What is Covered

Part 8

Your Liability to Others as Property Owner

Insurers will pay up to £5,000,000 for any one claim or series of claims arising from one **event** or one source or original cause for:

- a) Sums including costs agreed between **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the owner of the **buildings**, for **accidental damage** to property or death or **bodily injury** to any person, where the accident giving rise to the claim against **you** occurred during the **period of insurance**.
- b) Sums including costs agreed between **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the former owner of **your** previous **home** owned by **you**, for **accidental damage** to property or death or **bodily injury** to any person. This includes sums which **you** may become legally liable to pay under s.3 of the Defective Premises Act 1972.
- c) **Solicitors'** fees for:
 - i) Representation at any coroner's inquest or fatal accident enquiry
 - ii) Defence in any **court** of summary jurisdiction arising out of any possible claim.

This part does not include liability:

- i) *arising out of any deliberate act or acts*
- ii) *arising out of **your business** or that of any member of **your household***
- iii) *arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract*
- iv) *for damage to property owned by **you** or a member of **your household***
- v) *for injury to domestic staff*
- vi) *for the cost of putting right any defects in the building.*

Part 9

Sale of Buildings

A purchaser who has contracted to buy the **buildings** (or any part of them) will be given the benefit of **part 1** of this **section** from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of the policy if earlier) provided that the purchaser has also taken out insurance. Both insurances will pay a rateable proportion of any losses.

Part 10

Emergency Access to your home

Insurers will pay the cost of making good damage to **your home** caused by access to **your home** by emergency services in the event of fire or flooding.

Part 11

Replacement of external locks and keys

If the keys of the external doors, windows or alarms of the **buildings** or of safes are lost or stolen, **insurers** will pay the costs involved in replacing locks and additional keys to the external doors, windows, safes or alarms concerned up to £1,000.

Section 1 – Buildings

What is NOT Covered

Part 1

- a) The amount of the **excess** shown in your **schedule**
- b) Loss or damage caused by:
 - i) gradual emission of smoke;
 - ii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**, wet or dry rot;
 - iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials;
 - iv) wear, tear and gradual deterioration;
 - v) chewing, fouling, scratching, tearing or denting by **your** domestic pets;
 - vi) felling or lopping of trees;
 - vii) flood or storm to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open;
 - viii) rising ground water levels
 - ix) pressure of snow to fences, gates, hedges or trees, shrubs, lawns and plants growing in the open.
 - x) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends unless forcible and violent means are used to enter or leave the **buildings**.
- c) Reinstatement of gardens following storm, flood, frost or following damage due to pressure of snow.
- d) **Subsidence** or ground **heave** of the site on which the **buildings** stand or **landslip**:
 - i) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis **courts**, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same **event**
 - ii) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same **event**
 - iii) for loss or damage arising from faulty design, specification, workmanship or materials
 - iv) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
 - v) for loss or damage caused by coastal erosion
 - vi) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
 - vii) Caused by the compaction of infill
 - viii) Caused by **settlement**

Section 1 – Buildings

What is NOT Covered

- e) Loss or damage when **your home** is **unoccupied** caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
 - ii) escape of oil from any fixed domestic heating system;
 - iii) vandalism;
 - iv) accidental damage;
 - v) theft or attempted theft.
 - f) the cost of maintenance and routine decoration.
- g) the cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this **section**.
- h) Escape of water from fixed water apparatus, pipes or tanks caused by **subsidence**, ground **heave** or **landslip**.

Section 2 – Contents

If this **section** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below. Insured values, limits, **excess's** and other details specific to **you** are set out in the **schedule** and **endorsements**. See also General conditions, exclusions and cancellation provisions.

Definitions

Where a word or phrase appears in **bold** type.

Basis of Settlement

Insurers will at their option repair, or pay **you** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

Insurers will pay for the cost of repairing or reinstating any undamaged part of the **contents** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. Following payment of a total loss from an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

Insurers will not pay more than £500 in respect of **money** under this **section** of this **Castle All Risks Policy**.

Insurers will not pay more than £1,000 in respect of food in the fridges or freezers under this **section** of this **Castle All Risks Policy**.

Insurers will not pay more than £5,000 in respect of **fine art and antiques** under this **section** of this **Castle All Risks Policy**.

Insurers will not pay more than £5,000 in respect of **outdoor items** under this **section** of this **Castle All Risks Policy**.

Cover for sums in **excess** of £5,000 in respect of **outdoor items** or **fine art and antiques** must be insured under either **Section 1- Buildings** or **Section 3 - Fine Art and Antiques part** of this **Castle All Risks Policy**.

Insurers will not pay more than £10,000 in respect of **business property** under this **section** of this **Castle All Risks Policy**.

Insurers will not pay more than £1,000 in total for loss or damage to electric wheelchairs.

Section 2 – Contents

What is Covered

Part 1

Contents

All risks of physical loss or damage to **contents** whilst anywhere in the world, unless **we** have stated differently elsewhere in this **section** of the **Castle All Risks** policy.

Part 2

Food in Freezers and Fridges

Loss of or damage to the food in **your** domestic freezer or fridge at **your home** caused by a defect in **your** freezer or fridge or by a failure of the mains electrical or gas supply.

*This **part** does not cover loss or damage to food held for **business** purposes or caused by the deliberate act of any gas or electricity supplier or when the **home** has become **unoccupied** or if the appliance is older than 10 years.*

Part 4

Deeds and Personal Documents

Insurers will pay up to £2,500 for the costs involved in replacing title deeds, bonds, securities and other personal documents as a result of loss or damage covered under **part 1** of this **section**.

Part 5

Glass and sanitary ware

Accidental breakage of windows (including the cost of replacing double glazing units), other glass, sanitary ware, ceramic hobs and solar panels for which **you** are responsible as tenant, provided that any item broken is permanently fixed to the **buildings**.

Part 6

Rent

Rent for which **you** are liable as tenant or licensee if the **building** becomes uninhabitable due to loss or damage **insurers** have agreed to pay under **part 1** of this **section**. The amount payable shall not exceed 20% of the aggregate **sum insured** for **contents** and **fine art and antiques**, specified in the **schedule** as applicable to the **building** which is damaged or destroyed and is limited to rent for a period of 12 months.

***Insurers** will not pay under this **part** if alternative accommodation costs are paid as a result of the same loss.*

Part 7

Alternative accommodation

If the **buildings** become uninhabitable due to loss or damage **insurers** have agreed to pay for under **part 1**, **insurers** will pay the additional costs of reasonable alternative accommodation for **you** as tenant or as occupier (including the necessary cost of temporary storage of **your** furniture and costs for accommodation for domestic pets and horses). The maximum payable under this **part** is 20% of the aggregate **sum insured** for **contents** and **fine art and antiques** specified in the **schedule** as applicable to the **buildings** which is damaged or destroyed.

Part 8

Replacement of external locks and keys

If the keys of the external doors, windows or alarms of the **buildings** or of safes are lost or stolen, **insurers** will pay the costs involved in replacing locks and additional keys to the external doors, windows, safes or alarms concerned up to £1,000.

Part 9

Religious Festivals and Wedding Gifts

The **sum insured** under **sections 2** and **3** of this **Castle All Risks Policy** is increased by 15% during the period of one month before and one month after either the wedding of **you** or a member of **your** family or a religious festival which **you** or a member of **your** family celebrate.

Part 10

Guest Personal Effects

Loss or damage to guests (excludes paying guests) **contents** caused by loss or damage covered under **part 1** of this **section** whilst within the **home**.

*Coverage under this **part** is limited to £5,000 any one loss.*

Section 2 – Contents

What is Covered

Part 11

Fatal injury

If **you** or any member of **your household** are victims of **bodily injury** from robbery, burglary or fire whilst at your **home**; and within 12 months, the injuries received prove fatal, **insurers** will pay £5,000 per person in respect of each such fatal **bodily injury**.

Part 12

Halls of Residence or Residential Care

Loss or damage to **your contents** in any other premises or halls of residence occupied by **you** whilst at university, college or school and loss or damage to **contents** belonging to a parent or grandparent of any member of **your household** whilst at a nursing **home** or residential care **home**. Coverage under this **Section** is limited to £5,000 any one **event**.

*Cover under this **part** excludes accidental damage. Theft cover is also excluded unless violent and forcible means are used to enter or leave the building concerned.*

Part 13

Debris Removal

Insurers will pay up to £1,000 following the occurrence of loss or damage caused by an **event** covered under **section 1**:

- a) to remove debris; and b) to return the **contents** back to the room(s) where the **event** that resulted in the loss or damage occurred.

Part 14

Loss of domestic heating oil, domestic tank & metered gas and metered water

Insurers will pay up to £2,500 for loss of metered water, domestic heating oil or domestic tank and metered gas if the loss is caused by **accidental damage** to **your** fixed domestic water or heating installation.

*Cover is not provided under this **part** when the **home** is **unoccupied**.*

Part 15

New Acquisitions

Loss or damage to newly acquired **contents** provided **you** request cover for the item(s) within 30 days of acquisition, and pay **us** any required pro rata additional premium. Cover under this **Section** is limited to 20% of the **sum insured** under this **part** and excludes cover for anything else excluded elsewhere under **section 2 - contents**.

Part 16

Your Legal Liability as Tenant or Licensee

- a) Sums which **you** become legally liable to pay to the owner of the **buildings** as tenant or licensee for damage to the **buildings** caused directly caused by any of the risks insured under **Section - Buildings**.

*This **part** does not cover any legal liability:*

- i) *for loss of or damage to the **buildings** caused by fire, lightning, earthquake or explosion;*
- ii) *arising from **subsidence** or ground **heave** of the site on which the **buildings** stand, or **landslip**;*
- iii) *arising from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;*
- iv) *arising when the **home** has become **unoccupied**;*
- v) *arising out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;*
- vi) *arising from a risk excluded under **Section1 - Buildings**.*

The most **insurers** will pay for any one claim or series of claims arising from one **event** or one source original cause under this extension is 20% of the aggregate **sum insured** by **Section 2 - Contents** and **Section 3 - Fine Art and Antiques**.

Section 2 – Contents

What is Covered

Part 17

Your liability to others

Insurers will pay up to £2,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause in respect of sums, including costs, agreed between **you** and **insurers** in writing which **you** or any member of **your household** becomes legally liable to pay to others as follows:

- a) As occupier but not as owner of the **buildings** for **accidental damage** to property or death or injury where the accident giving rise to the claim occurred during the currency of this **section**.
- b) In **your** personal capacity (but not connected with ownership or occupation or use of the **(buildings)** for **accidental damage** to property or death or injury where the accident giving rise to the claims occurred during the currency of this **section**.

In addition, **insurers** cover:

Solicitors fees for:

- i) representation at any coroner's inquest or fatal accident enquiry.
- ii) defence in any **court** of summary jurisdiction arising out of any possible claim.

Insurers will not cover under **part 17**

- a) *Liability for injury to any person employed by **you**;*
- b) *Liability for loss of or damage to property, which is owned by **you** or is in **your** care or belongs to or is in the care of any person employed by **you**;*
- c) *Liability outside of the United Kingdom in any country where **you** own residential property.*
- d) *Liability arising out of:*
 - i) *any transmission of any communicable disease or virus;*
 - ii) ***your** own **business** or that of any member of **your household**;*
 - iii) *any contract, except to the extent that the liability would have arisen in the absence of the contract;*
 - iv) *ownership, occupation possession or use of any land other than the **buildings**;*
 - v) *any deliberate act.*
- e) *Liability arising from the ownership, possession or use of any aircraft, ship, boat, (other than hand or foot propelled craft, sailboards or surfboards), non motorised horse box while being used on a public road or any motorised land vehicle other than:*
 - i) *domestic gardening equipment (including tractors used solely for domestic purposes) used within the grounds of **your home**;*
 - ii) *quad bikes and motorbikes under 51cc used within the grounds of **your home**;*
 - iii) *golf buggies;*
 - iv) *a vehicle for use by a disabled person that does not require registration for the road.*
- f) *Liability for damage to property or injury to or death of anyone under a contract of service with **you** or a member of **your household**;*

Section 2 – Contents

What is Covered

*Insurers will not cover under **part 17***

- g) Liability to any other member of **your household**;*
- h) Liability arising from the escape of animals from land other than the **home** on which they are usually kept;*
- i) **Bodily injury** (including death, disease and illness) and loss or damage to property arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dangerous Dogs (Northern Ireland) Order 1991 S1.2992 (NI.21) and any amending legislation;*

Part 18

Your liability to domestic employees

Insurers will pay up to £10,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause in respect of sums which **you** become legally liable to pay to domestic staff arising out of accidental injury or death caused to them and as a result of the work they are employed to do, anywhere within the **United Kingdom** or while travelling with **you** on temporary visits overseas.

Insurers will not cover liability arising

- a) from the use of any hand, foot or motor propelled vehicle*
- b) from any other hazardous activity*
- c) directly or indirectly out of **your business**, job or profession.*

Part 19

Irrecoverable Judgements

Insurers will pay up to £2,000,000 for any one claim or series of claims arising from any one **event** or one source or original cause if within three 3 months of a final judgment of a **United Kingdom Court** for damages (including taxed costs) given in **your** favour, and arising from **your** claim for death, injury or damage to **your** property, **you** still have not been paid in full, then if:

- a)** no further appeal is possible, and
- b)** had the position of **you** and the defendant been reversed, then **your** liability would have been insured under **part 17** of this **section**, then **insurers** will make good the shortfall in exchange for an assignment of all **your** rights to pursue the recovery of the judgement.

Section 2 – Contents

What is NOT Covered

Part 1

- a) The amount of the **excess** shown in **your schedule**
- b) Loss or damage caused by:
 - i) gradual emission of smoke
 - ii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**; wet or dry rot
 - iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
 - iv) wear, tear and gradual deterioration
 - v) magnetic or electrical fields
 - vi) felling or lopping of trees
 - vii) rising ground water levels;
 - viii) **accidental damage** when part of **your home** is commercially let to anyone (other than **your** relatives or personal friends)
 - ix) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**).
- c) Loss or damage caused by coastal or river bank erosion
- d) Loss or damage to:
 - i) discs, tapes, computer software or records other than as specifically insured under **part 3** of this **section** of this **Castle All Risks Policy**
 - ii) property more specifically insured elsewhere
 - iii) property primarily used for **business** purposes other than **business property**
 - iv) animals
 - v) property in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
 - vi) quad bikes, motorbikes under 51cc or golf buggies while they are being used
 - vii) motor vehicles accessories other than computerised motor vehicle accessories kept in the building of **your home**
 - viii) bicycles:
 - i) whilst being used for racing or time trials or is hired or lent to anyone other than a member of **your household**
 - ii) whilst left unattended away from the **home** unless secured by a suitable locking device to a fixed structure or in a locked building.
 - ix) hedges or trees, shrubs, lawns and plants growing in the open caused by flood, storm, pressure of snow or death by natural causes (e.g. disease) or neglect
 - x) **outdoor items** caused by flood, storm or frost damage.
 - xi) **photographic equipment** and musical instruments used for profit or **business** purposes.

Section 2 – Contents

What is NOT Covered

- e) Contact or corneal lenses
- f) Loss or damage when **your home** is **unoccupied** caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained
 - ii) escape of oil from any fixed domestic heating system
 - iii) vandalism
 - iv) accidental damage
 - v) theft or attempted theft
- g) Depreciation in value of **contents**
- h) Loss or damage excluded elsewhere under this **section**.
 - i) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

Section 3 – Fine Art and Antiques

If this **section** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out under what **insurers** do not cover below. Insured values, limits, **excess's** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions.

Definitions

Where a word or phrase appears in **bold** type.

Basis of Settlement

If any item, pair or set suffers a total loss, **insurers** will pay on the basis of the market value of such item, pair or set immediately prior to the loss. **Insurers** will not pay more than £15,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the **schedule** of specified items attached to the **schedule**.

If the item, pair or set concerned is individually listed in the **schedule** of specified items, **insurers**, will pay the **sum insured** relating to such item, pair or set or its market value immediately prior to the loss, whichever is the greater, but not exceeding either:

- a) 200% of the **sum insured** relating to the item, pair or set concerned, or
- b) The total **sum insured** in respect of this **section** as shown in the **schedule**.

If any item, pair or set suffers partial loss or damage, **insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss from an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

What is Covered

Part 1

Fine art and antiques

All risks of physical loss or damage to **fine art and antiques**, whilst anywhere in the world, unless **we** have stated differently elsewhere in this **section** of the **Castle All Risks policy**.

Part 2

Vaulted items

All risks of physical loss of or damage to **vaulted fine art and antiques** whilst within the bank vault or depository specified in the **schedule** including during any temporary removal for up to a total of 30 days during any one **period of insurance**.

Part 3

New Acquisitions

Loss or damage to newly acquired **fine art and antiques** provided **you** request cover for the item(s) within 30 days of acquisition, and pay **us** any required pro rata additional premium.

Cover under this **part** is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 3 - Fine Art and Antiques**.

Section 3 – Fine Art and Antiques

What is NOT Covered

- a) Any loss or damage caused by:
 - i) gradual emission of smoke
 - ii) chewing, fouling scratching or tearing by **your** domestic pets
 - iii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**; wet or dry rot
 - iv) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
 - v) wear, tear and gradual deterioration
 - vi) felling or lopping of trees
 - vii) **accidental damage** when part of **your home** is commercially let to anyone (other than **your** relatives or personal friends)
 - viii) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**)
- b) Loss or damage resulting from **subsidence** or ground **heave** or **landslip** which has been caused by coastal or river bank erosion
- c) Loss or damage to property in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
- d) Loss or damage when **your home** is **unoccupied** caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
 - ii) escape of oil from any fixed domestic heating system;
 - iii) vandalism;
 - iv) accidental damage;
 - v) theft or attempted theft.
- e) Loss or damage resulting from rising ground water levels;
- f) **Fine art and antiques** held for **business** purposes
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

Section 4 – Personal Possessions

If this **section** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out under what **insurers** do not cover below. Insured values, limits, **excess's** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions.

Definitions

Where a word or phrase appears in **bold** type.

Basis of Settlement

Insurers will at **your** option repair or pay the cost of replacement of the lost or damaged property without deduction for wear, tear or depreciation. **Insurers** will not pay more than £5,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the **schedule** of specified items and attached to the **schedule**. If the item, pair or set concerned is individually listed in the **schedule** of specified items, **insurers**, will pay the **sum insure** relating to such item, pair or set. If any item, pair or set suffers partial loss or damage, **insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss for an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

What is Covered

Part 1

Personal possessions

All risks of physical loss or damage to **personal possessions**, whilst anywhere in the world, unless **we** have stated differently elsewhere in this **section** of the **Castle All Risks policy**.

Part 2

Vaulted personal possessions

All risks of physical loss of or damage to **vaulted personal possessions** whilst within the bank vault or depository specified in the **schedule** including during any temporary removal worldwide for up to 30 days during the period of insurance.

Part 3

Money and Credit cards

Insurers will pay up to £1,000 for loss or theft of **money** and up to £5,000 in respect of any sum **you** become legally liable to pay if **your credit cards** are used without **your** permission after being lost or stolen but only after **you** have complied with all the terms and conditions under which the **credit cards** were issued. All loss or theft of **money** and **credit cards** incidents must be reported to the police. Loss or theft of **credit cards** should also be reported to the card issuer.

*This **part** does not cover exchange rate losses, shortages caused by mistakes and **credit cards** which **you** have for the purpose of **your business**.*

Part 4

New Acquisitions

Loss or damage to newly acquired **personal possessions** provided **you** request cover for the item(s) within 30 days of acquisition, and pay **us** any required pro rata additional premium.

Cover under this **part** is limited to 20% of the **sum insured** under this **section** and excludes cover for anything else excluded elsewhere under **Section 4 - Personal Possessions**.

Section 4 – Personal Possessions

What is NOT Covered

- a) The amount of the **excess** shown in **your schedule**.
- b) Loss or damage caused by exposure to extremes of temperature, aridity, humidity, rising damp, to moisture, light or heat, corrosion, moth or **vermin**, fungus, **mould**, wet or dry rot, mechanical or electrical fault or breakdown, inherent defect, alteration, cleaning, renovation, repair, restoration or the like, misuse, defective design, defective workmanship or the use of defective materials.
- c) Loss of or damage to:
 - i) **jewellery** and watches from travel **baggage** (including handbags) unless at the time of loss, it is being carried by hand by **you**, a member of **your household**, **your** domestic employees, nominated companion or by a courier approved by **insurers** and is under the constant personal supervision of the person concerned;
 - ii) guns whilst in the act of firing;
 - iii) property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot is locked;
- d) Loss or damage caused by:
 - i) depreciation in value;
 - ii) **accidental damage** where **your home** is commercially let to anyone (other than your relatives or personal friends);
 - iii) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**).
- e) Coastal or river bank erosion.
- f) Loss or damage in **your home** when **unoccupied** and caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
 - ii) escape of oil from any fixed domestic heating system;
 - iii) vandalism;
 - iv) accidental damage;
 - v) theft or attempted theft.
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.