

HOUSEHOLD INSURANCE

EFFECTED THROUGH

**KBIS British Equestrian Insurance
Cullimore House
Peasemore
Newbury
Berkshire
RG20 7JN**

THIS POLICY IS UNDERWRITTEN

BY

CANOPIUS MANAGING AGENTS LIMITED
As detailed in the Policy Terms & Conditions

The Insured is requested to read the attached Schedule and, if it is incorrect, return it immediately for alteration.

Where the context allows and unless otherwise stated, any word or expression to which a specific meaning has been attached in any part of this Certificate or the Schedule and Endorsements (if any) attached hereto shall bear that meaning wherever it may appear.

The due observance of the terms, provisions and conditions of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurers to make any payment under this Insurance.

Your attention is particularly drawn to General Condition 7 – Due Diligence.

Complaints Procedure

Any complaint should be addressed in the first instance to

KBIS Limited
Cullimore House
Peasemore
Newbury
Berkshire RG20 7JN
Telephone: 01635 247474
Email: ask@kbis.co.uk

In the event of the situation not being resolved the **Insured** may in certain circumstances contact the Complaints Department at Lloyd's at the following address:

Policyholder and Market Assistance
One Lime Street
London
EC3M 7HA
Telephone: 020 7327 5693
Fax No: 020 7327 5225
Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

CLAIMS NOTIFICATION

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

- (i) the Insured must notify the Insurers as soon as possible, but no later than seven days after the date of discovery thereof in respect of loss by theft, giving full details of what has happened.
- (ii) the Insured must provide the Insurers with written details of what has happened within 30 days and provide any other information and assistance the Insurers may reasonably require.
- (iii) the Insured must immediately forward to the Insurers, if a claim for liability is made against the Insured, any letter, claim, writ, summons or other legal document that the Insured receives.
- (iv) **THE INSURED MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE INSURERS' WRITTEN PERMISSION.**
- (v) the Insured must advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident enquiry in connection therewith.
- (vi) the Insured must inform the Police as soon as reasonably possible following Malicious Acts, Violent Disorder, Riots or Civil Commotion, Theft, Attempted Theft or lost Property.

Failure to comply with the above may invalidate this insurance.

The Insurers are entitled to:-

- (1) take full responsibility for conducting, defending or settling any claim in the Insured's name.
- (2) take any action they consider necessary to enforce their rights or the rights of the Insured under this insurance.

Notice shall be deemed to have been given to the Insurers if sent by pre-paid letter post properly addressed to the Insurance Broker specified herein.

CLAIMS NOTIFICATION

In the event of a claim or possible claim under this insurance the Insured should notify Davies Managed Systems on 0344 856 2425 or e mail newclaims.canopuscommercial@davies-group.com

Information You have to provide to us

In deciding to accept this Policy and in setting the terms and premium, The Insurer has relied on the information **You** have given **The Insurer**. **You** must take care when answering any questions asked by ensuring that all information provided is accurate and complete.

If The Insurer establishes that **You** deliberately or recklessly provided **The Insurer** with false or misleading information The Insurer will treat **Your** Policy as if it never existed and decline all claims. The Insurer may not return premium already paid by **You** in this situation.

If The Insurer establishes that **You** provided **The Insurer** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- Where The Insurer could have accepted the risk and offered **You** a Policy but The Insurer would have charged a higher premium, The Insurer may only pay a percentage of any claim that **You** make under the Policy. **The Insurer** would do this by considering the premium **The Insurer** actually charged as a percentage of the higher premium **The Insurer** would have charged and then paying **You** the same percentage of any claim

So, as an example: if the premium **The Insurer** actually charged was £250 (two hundred and fifty pounds) and the higher premium **The Insurer** would have charged was £1,000 (one thousand pounds), then the premium **The Insurer** actually charged represents 25% (twenty-five percent) of the higher premium **The Insurer** would have charged and **The Insurer** shall only pay 25% (twenty-five percent) of any claim;

- **The Insurer** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your Broker**. **The Insurer** will only do this if the false, incomplete or misleading information means that **The Insurer** provided **You** with insurance cover when **The Insurer** would not otherwise have offered it at all had the risk been fairly presented;
- if **The Insurer** would have written the risk on different terms had it been fairly presented, **The Insurer** may amend the Policy to include these terms. **The Insurer** may apply these amended terms as if they were already in place before a claim is made;
- **The Insurer** may cancel **Your** Policy in accordance with its cancellation provisions

The Insurer will write to **You** if **The Insurer**:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above

If **You** become aware that information **You** have given **The Insurer** is inaccurate or incomplete, **You** must inform **The Insurer** as soon as practicable.

Syndicate 4444 is managed by Canopus Managing Agents Limited registered number 01514453. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: Gallery 9, One Lime Street, London EC3M 7HA. Registered in England and Wales.'

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CONTINGENCY DEFINITIONS

1. **FIRE** (whether resulting from explosion or otherwise) but excluding:-
 - (a) explosion occasioned by fire.
 - (b) earthquake or subterranean fire.
 - (c) loss of or damage to the Property Insured occasioned by its own spontaneous fermentation or heating or its undergoing any process involving the application of heat.

LIGHTNING.

EXPLOSION:-

 - (i) of boilers used for domestic purposes only
 - (ii) in a building not being part of any gas works, of gas used for domestic purposes or used for lighting or heating the building

but excluding loss or damage caused by earthquake or subterranean fire.
- 2A. **EXPLOSION** excluding:-
 - (a) loss or damage occasioned by the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.
 - (b) loss of or damage to or destruction of vessels, machinery or apparatus or their contents resulting from the explosion thereof.
- 2B. **EXPLOSION** excluding:-
 - (a) loss or damage by explosion (other than loss or damage by fire resulting from explosion) occasioned by the bursting of any vessel, machine or apparatus (not being a boiler or economiser on the premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured.
 - (b) loss sustained in consequence of the Insured being deprived of the use of any vessel, machine or apparatus (not being a boiler or economiser on the premises) or its contents as the result of the explosion thereof.
3. **AIRCRAFT** and other flying devices or items dropped from them.
4. **RIOT, CIVIL COMMOTION, VIOLENT DISORDER, STRIKERS, LOCKED-OUT WORKERS, or PERSONS TAKING PART IN LABOUR DISTURBANCES OR ACTING MALICIOUSLY**, excluding:-
 - (a) loss or damage occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority.
 - (b) loss or damage resulting from cessation or interruption of work.
 - (c) loss or damage by theft or attempted theft.
 - (d) in respect of Buildings of private dwellings, loss or damage whilst the said Buildings are not furnished enough to be normally lived in.
5. **EARTHQUAKE.**
6. **SUBTERRANEAN FIRE.**
7. **STORM OR TEMPEST** excluding:-
 - (a) loss or damage by:-
 - (i) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam
 - (ii) inundation from the sea

whether resulting from storm or tempest or otherwise.

 - (b) in respect of Buildings, loss or damage by lightning, frost, weight of snow, subsidence, heave or landslip, or attributable solely to change in the water table level.
 - (c) in respect of Buildings, loss of or damage to fences, gates, domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces.
 - (d) loss of or damage to moveable Property in the open other than livestock.
8. **FLOOD** excluding:-
 - (a) in respect of Buildings, loss or damage by lightning, frost, weight of snow, subsidence, heave or landslip, or attributable solely to change in the water table level.
 - (b) in respect of Buildings, loss of or damage to fences, gates, domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces.
 - (c) loss of or damage to moveable Property in the open other than livestock.
9. **WEIGHT OF SNOW** excluding:-
 - (a) in respect of Buildings, loss or damage by frost, subsidence, heave or landslip.

- (b) in respect of Buildings, loss of or damage to fences, gates, domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces.
 - (c) loss of or damage to moveable Property in the open.
10. **ESCAPE OF WATER** from fixed water tanks, apparatus or pipes excluding in respect of Buildings:-
- (a) loss or damage caused by frost, weight of snow, subsidence, heave or landslip.
 - (b) loss of or damage to domestic fixed fuel oil tanks and swimming pools.
 - (c) loss or damage by water discharged or leaking from an automatic sprinkler installation.
 - (d) of private dwellings, loss or damage whilst the said Buildings are not furnished enough to be normally lived
11. **FROST DAMAGE** to fixed water tanks, apparatus or pipes excluding:-
- (a) loss or damage caused by weight of snow, subsidence, heave or landslip.
 - (b) loss of or damage to domestic fixed fuel oil tanks and swimming pools.
 - (c) loss or damage whilst the Buildings are not furnished enough to be normally lived in.
12. **ESCAPE OF OIL** from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation excluding:-
- (a) loss or damage due to wear and tear or any gradually operating cause.
 - (b) loss or damage caused by faulty workmanship.
 - (c) in respect of Buildings of private dwellings, loss or damage whilst the said Buildings are not furnished enough to be normally lived in.
13. **THEFT OR ATTEMPTED THEFT** excluding:-
- (a) in respect of Buildings and Contents of private dwellings:-
 - (i) loss of or damage to Buildings whilst the said Buildings are not furnished enough to be normally lived in.
 - (ii) loss or damage whilst the private dwelling is lent, let or sublet unless the loss or damage is caused by or follows a violent and forcible entry.
 - (iii) any amount over £500.- or 3% of the Contents sum insured (whichever is greater) for contents of detached domestic outbuildings and garages.
 - (b) in respect of other Buildings and Contents:-
 - (i) loss or damage occurring whilst the Equestrian Establishment is not open for business purposes unless involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat of assault or violence.
 - (ii) loss of or damage to gaming, amusement, vending or change machines or their contents unless specifically insured.
 - (iii) loss of or damage to cash, bank and currency notes, cheques, money orders, postal orders, bankers drafts, current postage stamps, National Insurance stamps (whether affixed to cards or otherwise), National Savings Certificates, premium bonds, luncheon vouchers, credit card sales vouchers, trading stamps, unexpired units in franking machines, gift tokens, consumer redemption vouchers and V.A.T. purchase invoices.
 - (iv) loss or damage caused by or in collusion with any person lawfully on the Premises.
 - (v) loss of or damage to Property in any yard or open space.
 - (vi) loss or damage by any person obtaining any of the Property by deception.
14. **IMPACT** by any mechanically propelled vehicle or any animal not belonging to or under the control of the Insured or any Employee of the Insured.
15. **IMPACT** by any mechanically propelled vehicle or any animal belonging to or under the control of the Insured or any Employee of the Insured.
16. **SUBSIDENCE OR HEAVE** of the site upon which the Buildings stand or **LANDSLIP** excluding:-
- (a) in respect of Buildings, loss of or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is affected at the same time by the same event.
 - (b) loss of or damage to solid floors unless the walls of the Building are lost or damaged at the same time by the same event.
 - (c) loss or damage arising from faulty design, specification, workmanship or materials.
 - (d) loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law.
 - (e) loss or damage by settlement or movement of made-up ground or by coastal or river erosion.
 - (f) loss or damage by normal settlement or bedding down of new structures.
 - (g) loss or damage whilst the Buildings are undergoing erection, demolition, structural repairs, alterations or extensions.

17. **BREAKAGE or COLLAPSE** of fixed **RADIO** and **TELEVISION AERIALS**, fixed **SATELLITE DISHES** and their fittings and masts excluding loss of or damage to radio and television aerials, satellite dishes, their fittings and masts.
18. **FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS** excluding:-
 (a) in respect of Buildings, loss of or damage to gates and fences.
 (b) loss or damage caused by trees being cut down or cut back within the Premises.
19. **ALL RISKS OF PHYSICAL LOSS OR DAMAGE** excluding:-
 A. loss or damage or Consequential Loss caused by:-
 (1) inherent vice, latent defect, any gradually operating cause, wear and tear, frost (not applicable in respect of Section 1), change in water table level, the insured item's own faulty or defective design or materials
 (2) faulty or defective design, materials or workmanship, operational error or omission on the part of the Insured or any of their Employees
 (3) explosion occasioned by the bursting of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than:-
 - in respect of Section 1 - a boiler used for domestic purposes only
 - in respect of Section 2 - any boiler or economiser on the premises
 (4) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds but this shall not exclude subsequent loss or damage or Consequential Loss resulting from an ensuing cause which is not otherwise excluded.
 B. loss or damage or Consequential Loss caused by:-
 (1) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 (2) change in temperature, colour, flavour, texture or finish
 (3) joint leakage, failure of welds, nipple leakage, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 (4) mechanical or electrical faults or breakdown of machinery or equipment
 C. loss or damage or Consequential Loss caused by pollution or contamination.
 D. loss or damage or Consequential Loss caused by:-
 (1) acts of fraud or dishonesty.
 (2) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 (3) (in respect of Section 10) erasure or distortion of information on computer systems or other records:-
 (a) while mounted in or on any machine or data processing apparatus, or
 (b) due to the presence of a magnetic flux

unless caused by loss of or damage to the machine or apparatus in which the records are mounted, used by the Insured at the Premises for the purpose of the Business.

- (5) normal settlement or bedding down of new structures.
 (6) theft or attempted theft unless the loss or damage would have been covered by Contingency 13 hereof if such contingency had been Included in respect of the lost or damaged Property.
- E. loss or damage or Consequential Loss in respect of a building or structure caused by its own collapse or cracking.
- F. loss or damage or Consequential Loss in respect of moveable Property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust.
- G. loss or damage or Consequential Loss resulting from the Property insured undergoing any process of production, packing, treatment, testing, commission, servicing or repair.
- H. loss or damage or Consequential Loss resulting from loss of or damage to:
 (1) fixed glass.
 (2) glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects.
 (3) computers or data processing equipment.

unless the loss or damage would have been covered under this insurance by the terms of Contingencies 1 to 18 inclusive hereof if such Contingencies had been Included in respect of the lost or damaged Property.

- I. Unless specifically mentioned as insured - loss of or damage to:-
 (1) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
 (2) Property in transit
 (3) Money, cheques, stamps, bonds, Credit Cards or securities of any description
 (4) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

- (5) Property or structures in the course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
- (6) land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (7) livestock, growing crops or trees
- (8) explosives

or Consequential Loss arising from such loss or damage.

- J. loss or damage or Consequential Loss resulting from loss or damage that would have been specifically excluded from this insurance by the terms of Contingencies 1 to 18 inclusive hereof if such Contingencies had been Included in respect of the lost or damaged Property.

OTHER DEFINITIONS

STANDARD CONSTRUCTION Built of brick, block, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

BUILDINGS (Sections 1, 2 and 4)

- 1) The Home and its decorations
- 2) fixtures and fittings attached to the Home
- 3) permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

the Property of the Insured and for which the Insured is legally responsible within the Premises named in the Schedule.

PREMISES

The address which is named in the Schedule.

HOME

The private dwelling of Standard Construction and the garages and outbuildings used for domestic purposes at the Premises shown in the Schedule.

CONTENTS (Sections 2, 3 and 4)

Household goods and personal Property, within the Home, which are owned by or are the legal responsibility of the Insured.

Contents includes:

- 1) tenant's fixtures and fittings.
- 2) radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home.
- 3) Property in the open but within the Premises up to £250.- in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home).
- 4) Money and Credit Cards (as defined in Section 8) up to £300.- in total.
- 5) deeds and registered bonds and other personal documents up to £1,500.- in total.
- 6) stamps or coins forming part of a collection up to £1,250.- in total.
- 7) gold, silver, gold and silver plated articles, jewellery and furs up to £2,500.- or 10% of the sum insured for Contents whichever is less, within the private dwelling.
- 8) domestic oil in fixed fuel oil tanks up to £1,000.-.

Contents does NOT include:

- 1) motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories.
- 2) any living creature.
- 3) any part of the Buildings.
- 4) any Property held or used for business purposes.
- 5) any Property insured under any other insurance.

SANITARY WARE

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

VALUABLES

- 1) jewellery.
- 2) furs.
- 3) gold, silver and silver plated articles.
- 4) pictures.

PERSONAL POSSESSIONS

Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to the Insured.

Personal Possessions does NOT include:

- 1) Money and Credit Cards (as defined in Section 8).
- 2) pedal cycles.

UNITED KINGDOM

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

EUROPE

'Europe' will include:

- 1) all Mediterranean Islands;
- 2) all countries with a Mediterranean shoreline;

- 3) the Canary Islands;
- 4) Madeira;

and journeys between these countries.

PROPERTY

Material property.

EMPLOYEE

- 1) Any person under a contract of service or apprenticeship with the Insured or any person paid "in-kind".
- 2)
 - (a) Any labour master or labour only sub-contractor or person supplied by any of them
 - (b) Any self employed person
 - (c) Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
 - (d) Any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
 - (e) Any casual labourer

whilst engaged in working for the Insured in connection with the Business but excluding domestic staff employed in connection with the Premises as provided for under Section 3.

PRODUCTS

Any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the Insured in the course of the Business.

SECTION 1 - Household Buildings

The Insurers agree that if during the Period of Insurance the Buildings be lost, destroyed or damaged by any of the Contingencies included herein, the Insurers will pay to the Insured the full cost of repair of the lost or damaged Buildings provided that:-

- (1) the Buildings were in a good state of repair immediately prior to the loss or damage. If the Buildings were not in good repair immediately prior to the loss or damage the Insurers will deduct an amount off for wear and tear from the cost of any replacement or repair.
- (2) the sum insured is enough to pay for full cost of rebuilding the Buildings in their present form.
- (3) the damage has been repaired or loss has been reinstated.
- (4) the liability of the Insurers in any one Period of Insurance shall in no case exceed the sum insured for Section 1 as set forth in the Schedule.

INCLUDED CONTINGENCIES (as defined)

	<u>Deductible</u>
1. Fire	£ 100.-
1A. Lightning	£ 100.-
2A. Explosion	£ 100.-
3. Aircraft	£ 100.-
4. Riot	£ 100.-
5. Earthquake	£ 100.-
6. Subterranean Fire	£ 100.-
7. Storm	£ 100.-
8. Flood	£ 100.-
9. Weight of Snow	£ 100.-
10. Escape of Water	£ 100.-
11. Frost	£ 100.-
12. Escape of Oil	£ 100.-
13. Theft	£ 100.-
14. Third Party Impact	£ 100.-
15. Own Vehicle Impact	£ 100.-
16. Subsidence	£ 1,000.-
17. Falling Aerials	£ 100.-
18. Falling Trees	£ 100.-

Deductible means the amount(s) stated above which is/are excluded from the insurance by this Section.

All losses or series of losses arising out of one occurrence in respect of each Contingency shall be adjusted separately and ascertained after the application of all other terms and conditions of this Section and insurance including any underinsurance condition. Such adjusted loss shall be reduced by the amount of the Deductible.

SECTION 1 ALSO COVERS:-

- A)** the cost of repairing accidental damage to:
- 1) fixed glass and double glazing (including the cost of replacing frames)
 - 2) solar panels
 - 3) Sanitary Ware
 - 4) ceramic hobs
- all forming part of the Buildings.

Excluding:-

- a) loss or damage while the Buildings are not furnished enough to be normally lived in.
- b) the first £100.- of every claim.

- B)** the cost of repairing accidental damage to:
- 1) domestic oil pipes
 - 2) underground water-supply pipes
 - 3) underground sewers, drains and septic tanks
 - 4) underground gas pipes
 - 5) underground cables
- for which the Insured is legally responsible.

Excluding:-

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

- C) 1) loss of rent due to the Insured which the Insured is unable to recover
 2) additional costs of alternative accommodation, substantially the same as the Insured's existing accommodation, which the Insured has to pay for while the Buildings cannot be lived in following loss or damage which is covered under Section 1.
 Excluding any amount over 10% of the sum insured for the Buildings lost or damaged.
- D) expenses the Insured has to pay and which the Insurers have agreed in writing for:
 1) architects', surveyors', consulting engineers' and legal fees
 2) the cost of removing debris and making safe the building
 3) costs the Insured has to pay in order to comply with any Government or local authority requirements following loss of or damage to the Buildings which is covered under Section 1.
- Excluding:-
 a) any expenses for preparing a claim or an estimate of loss or damage.
 b) any costs if Government or local authority requirements have been served on the Insured before the loss or damage.
- E) increased metered water charges the Insured has to pay following an escape of water which gives rise to an admitted claim under Contingency 10.
 The Insurers will not pay more than £750.- in any Period of Insurance. If the Insured claims for such loss under Sections 1 and 2, the Insurers will not pay more than £750.- in total.
- F) anyone buying the Home who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is sooner.
 The Insurers will not be liable if the Buildings are insured under any other insurance.

THE FOLLOWING EXTENSION APPLIES ONLY IF THE SCHEDULE SHOWS THAT ACCIDENTAL DAMAGE TO THE BUILDINGS IS "INCLUDED".

SECTION 1 ALSO COVERS ACCIDENTAL DAMAGE TO THE BUILDINGS.

The Insurers shall not be liable:

- a) for loss or damage or any proportion of loss or damage which is specifically excluded elsewhere under Section 1.
- b) for the Buildings moving, settling, shrinking, collapsing or cracking.
- c) for loss or damage while the Home is being altered, repaired, cleaned, maintained or extended.
- d) for loss of or damage to outbuildings and garages which are not of Standard Construction.
- e) for loss or damage while the Home is lent, let or sublet.
- f) for the cost of general maintenance.
- g) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- h) for loss or damage arising from faulty design, specification, workmanship or materials.
- i) for loss or damage from mechanical or electrical faults or breakdown.
- j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light.
- k) for loss of or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks.
- l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- m) for the first £100.- of every claim.

SECTION 1 - MEMORANDA

- 1) **PAIRS AND SETS**
 The Insurers will not pay the cost of replacing or repairing any undamaged parts of the Buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 2) **AUTOMATIC REINSTATEMENT**
 The Insurers will not reduce the sum insured under Section 1 after payment of a claim as long as the Insured agrees to carry out the Insurers' recommendations to prevent further loss or damage.
- 3) **UNDERINSURANCE**
 If the Insured is under insured, which means the cost of rebuilding the Buildings at the time of loss or damage is more than the sum insured for the Buildings as set forth in the Schedule for Section 1 then the Insurers will only pay a proportion of the claim. For example if the said sum insured only covers one half of the cost of rebuilding the Buildings, the Insurers will only pay one half of the cost of repair or replacement.

SECTION 2 - Household Contents

The Insurers agree that if during the Period of Insurance the Contents within the Buildings be lost, destroyed or damaged by any of the Contingencies included herein, the Insurers will at their option repair, replace or pay for any article so lost or damaged.

In the event of total loss or destruction of any article the Insurers will pay the cost of replacing the article as new provided that:-

- 1) the new article is as close as possible to but not an improvement on the original article when it was new.
- 2) the Insured has paid for or the Insurers have authorised the cost of replacement.
- 3) this basis of settlement will not apply to clothes or pedal cycles where the Insurers will deduct an amount off for wear and tear and depreciation from the costs of any replacement or repair.

The liability of the Insurers in any one Period of Insurance shall in no case exceed the sum insured for Section 2 as set forth in the Schedule.

INCLUDED CONTINGENCIES (as defined)

1. Fire
- 1A. Lightning
- 2A. Explosion
3. Aircraft
4. Riot
5. Earthquake
6. Subterranean Fire
7. Storm
8. Flood
9. Weight of Snow
10. Escape of Water
12. Escape of Oil
13. Theft
14. Third Party Impact
15. Own Vehicle Impact
16. Subsidence
18. Falling Trees

SECTION 2 ALSO COVERS:-

- A)** accidental damage to:
- 1) televisions, satellite decoders
 - 2) audio and video equipment
 - 3) radios
 - 4) home computers, video cassette recorders
- all situated within the Home.

Excluding:-

- a) loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.
- b) loss of or damage to tapes, records, cassettes, discs or computer software.
- c) mechanical or electrical faults or breakdown.

- B)** accidental breakage of:
- 1) fixed glass and double glazing
 - 2) Sanitary Ware

forming part of the Buildings for which the Insured is legally responsible as a tenant and not covered by any other insurance.

- 3) mirrors.
- 4) glass tops and fixed glass in furniture.
- 5) ceramic hobs.

Excluding the cost of repairing, removing or replacing frames.

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

- (i) any of the events insured under the Included Contingencies for Section 2 while the Contents are:
 - 1) in any occupied private dwelling.
 - 2) in any Buildings where the Insured is living or working.

- 3) in any building for valuation, cleaning or repair.
 - 4) in any furniture store.
 - 5) in any bank or safe deposit.
- (ii) Fire, Lightning, Explosion, Earthquake, Theft or Attempted Theft while the Contents are being moved to the Insured's new Home or to or from any bank, safe deposit or furniture store.

The Insurers shall not be liable for:-

- a) loss of or damage to Contents outside the United Kingdom.
 - b) loss of or damage to Money or Credit Cards (as defined in Section 8).
 - c) any amount over 20% of the sum insured under Section 2 for Contents in a furniture store.
- D)** up to twelve months rent for which the Insured is liable as occupier if the Buildings cannot be lived in following loss or damage which is covered under Section 2.

The Insurers shall not be liable for any amount over 10% of the sum insured under Section 2 for the Contents of the lost or damaged Buildings.

- E)** costs of using other accommodation, substantially the same as the Insured's existing accommodation, which the Insured will have to pay if the Buildings cannot be lived in following loss or damage which is covered under Section 2.

The Insurers shall not be liable for any amount over 10% of the sum insured under Section 2 for the Contents of the lost or damaged Buildings.

- F)** the Insured's legal responsibility as a tenant for loss of or damage to the Buildings caused by loss or damage which is covered under Section 2.

The Insurers shall not be liable for:-

- a) any amount over 10% of the sum insured under Section 2 for the Contents of the lost or damaged Buildings.
 - b) loss or damage caused by Fire, Lightning or Explosion to the Buildings other than to the landlord's fixtures and fittings.
 - c) loss or damage arising from Subsidence, Heave or Landslip.
 - d) loss or damage caused by any person taking part in a Riot, Violent Disorder, Strike, Labour Disturbance, Civil Commotion or Acting Maliciously.
 - e) loss or damage while the Buildings are not furnished enough to be normally lived in.
 - f) the first £100.- of every claim.
- G)** the cost of repairing accidental damage to:-
- 1) domestic oil pipes
 - 2) underground water-supply pipes
 - 3) underground sewers, drains and septic tanks
 - 4) underground gas pipes
 - 5) underground cables

for which the Insured is legally responsible as tenant only.

The Insurers shall not be liable for:-

- a) loss or damage due to wear and tear or any gradually operating clause.
 - b) the first £100.- of every claim.
- H)** fatal injury to the Insured happening at the Premises shown in the Schedule, caused by outward and visible violence by Burglars or by Fire, provided that death ensues within twelve months of such injury, for the following amounts:
- 1) £10,000.- for each insured person over sixteen years of age,
 - 2) £5,000.- for each insured person under sixteen years of age,
- at the time of death.

- I)** costs which the Insured has to pay for replacing locks to safes, alarms and outside doors in the Home following theft or loss of keys.

The Insurers shall not be liable for any amount over £250.- in total.

- J)** increased metered water charges which the Insured has to pay following an escape of water which gives rise to an admitted claim under Contingency 10.

The Insurers shall not be liable for more than £750.- in any Period of Insurance. If the Insured claims for such loss under Sections 1 and 2, the Insurers will not pay more than £750.- in total.

THE FOLLOWING EXTENSION APPLIES ONLY IF THE SCHEDULE SHOWS THAT ACCIDENTAL DAMAGE TO CONTENTS IS "INCLUDED":

SECTION 2 ALSO COVERS ACCIDENTAL DAMAGE TO THE CONTENTS WITHIN THE HOME.

The Insurers shall not be liable:

- a) for loss or damage or any proportion of loss or damage which is specifically excluded elsewhere under Section 2.
- b) for loss of or damage to Contents within garages and outbuildings.
- c) for loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- d) for loss or damage caused by chewing, tearing, scratching or fouling by animals.
- e) for any amount over £1,000.- in total for porcelain, china, glass and other brittle articles.
- f) for loss of or damage to Money or Credit Cards (as defined in Section 8), documents or stamps.
- g) for loss of or damage to contact, corneal or micro corneal lenses.
- h) for loss or damage while the Home is lent, let or sublet.
- i) for loss or damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- j) for loss or damage arising out of faulty design, specification, workmanship or materials.
- k) for loss or damage from mechanical or electrical faults or breakdown.
- l) for loss or damage caused by dryness, dampness, extremes of temperature and exposure to light.
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- n) for the first £100.- of every claim.

SECTION 2 - MEMORANDA

- 1) **PAIRS AND SETS**
The Insurers will not pay the cost of replacing or repairing any undamaged parts of the Contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 2) **AUTOMATIC REINSTATEMENT**
The Insurers will not reduce the sum insured under Section 2 after payment of a claim as long as the Insured agrees to carry out the Insurers' recommendations to prevent further loss or damage.
- 3) **UNDERINSURANCE**
If the Insured is under insured, which means the cost of replacing or repairing the Contents at the time of the loss or damage is more than the sum insured for the Contents as set forth in the Schedule for Section 2 then the Insurers will only pay a proportion of the claim. For example if the said sum insured only covers one half of the cost of replacing or repairing the Contents, the Insurers will only pay one half of the cost of repair or replacement.

SECTION 3 - Accidents to Domestic Staff

THIS SECTION APPLIES ONLY IF THE HOUSEHOLD CONTENTS ARE INSURED UNDER SECTION 2 OF THIS INSURANCE.

The Insurers agree to indemnify the Insured for amounts which the Insured shall become legally liable to pay, including costs and expenses which the Insurers have agreed in writing, for bodily injury (including death or disease) by accident happening during the Period of Insurance anywhere in the world to the Insured's domestic staff employed in connection with the Premises shown in the Schedule.

The Insurers shall not be liable for bodily injury (including death or disease) arising directly or indirectly:

- a) from any vehicle in Canada or the United States of America.
- b) from any vehicle used for racing, pacemaking or speed testing.
- c) from any communicable disease or condition.
- d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the Period of Insurance.

UNDER THIS SECTION THE INSURERS WILL NOT PAY MORE THAN £2,000,000.- FOR ANY ONE ACCIDENT OR SERIES OF ACCIDENTS ARISING OUT OF ANY ONE EVENT, PLUS THE COSTS AND EXPENSES WHICH THE INSURERS HAVE AGREED IN WRITING.

SECTION 4 - Legal Liability to the Public

THIS SECTION APPLIES ONLY IF THE HOUSEHOLD BUILDINGS ARE INSURED UNDER SECTION 1 AND/OR THE HOUSEHOLD CONTENTS ARE INSURED UNDER SECTION 2 OF THIS INSURANCE.

PART A

Part A of this Section applies in the following way:

- 1) if the Buildings only are insured, the Insured's legal liability as owner only but not as occupier is covered under Part A(i) below.
- 2) if the Contents only are insured, the Insured's legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below.
- 3) if the Buildings and Contents are insured, the Insured's legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below.

The Insurers agree under part A of this Section to indemnify:-

- (i) the Insured as owner or occupier for any amounts the Insured shall become legally liable to pay as damages for:
 - a) bodily injury (including death or disease)
 - b) damage to Propertycaused by an accident happening at the Premises during the Period of Insurance

OR

- (ii) the Insured as a private individual for any amounts the Insured shall become legally liable to pay as damages for:
 - a) bodily injury (including death or disease)
 - b) damage to Propertycaused by an accident happening anywhere in the world during the Period of Insurance.

This Section does not indemnify the Insured against any liability:

- a) for bodily injury (including death or disease) to:
 - 1) the Insured.
 - 2) any other permanent member of the Home.
 - 3) any person who at the time of sustaining such injury is engaged in the Insured's service.
- b) for bodily injury (including death or disease) arising directly or indirectly from any communicable disease or condition.
- c) for damage to Property owned by or in the charge or control of:
 - 1) the Insured.
 - 2) any other permanent member of the Home.
 - 3) any person engaged in the Insured's service.
- d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the Period of Insurance.
- e) arising directly or indirectly out of any profession, occupation, business or employment.
- f) which has been assumed under contract and which would not otherwise have attached.
- g) arising out of the ownership, possession or use of:
 - i) any motorised or horsedrawn vehicle other than:
 - a) domestic gardening equipment used within the Premises and
 - b) pedestrian controlled gardening equipment used elsewhere.
 - ii) any power-operated lift.
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
- h) in respect of any kind of pollution and/or contamination other than:
 - i) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Premises named in the Schedule; and
 - ii) reported to the Insurers not later than 30 days from the end of the Period of Insurance;in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- i) arising out of the ownership, occupation, possession or use of any land or building that is not within the Premises.
- j) for which indemnity is provided under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

PART B

The Insurers agree under part B of this Section to pay for sums which the Insured has been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:

- 1) Part A(ii) of this Section would have indemnified the Insured had the award been made against the Insured rather than to the Insured.
- 2) there is no appeal pending.
- 3) the Insured agrees to allow the Insurers to enforce any right which the Insurers shall become entitled to upon making payment.

PART C

The Insurers agree under part C of this Section to indemnify the Insured for any amount the Insured shall become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Home previously owned and occupied by the Insured.

This Section shall not indemnify the Insured:

- a) for any liability if the Insured is entitled to indemnity under any other insurance.
- b) for the cost of repairing any fault or alleged fault.

UNDER THIS SECTION THE INSURERS WILL NOT PAY:

- A) IN RESPECT OF POLLUTION AND/OR CONTAMINATION:-
MORE THAN £2,000,000.- IN ALL.**
- B) IN RESPECT OF OTHER LIABILITY COVERED UNDER SECTION FOUR:-
MORE THAN £2,000,000.- FOR ANY ONE ACCIDENT OR SERIES OF ACCIDENTS ARISING OUT OF ANY ONE EVENT, PLUS THE COSTS AND EXPENSES WHICH THE INSURERS HAVE AGREED IN WRITING.**

SECTION 5 - Valuables and Personal Possessions

The Insurers agree that if during the Period of Insurance the Valuables and Personal Possessions listed in the Schedule (or specification(s) attached thereto) are physically lost or damaged whilst within the Geographical Limits shown in the Schedule, the Insurers will at their option repair, replace or pay for any article so lost or damaged.

The liability of the Insurers shall in no case exceed the sum(s) insured for Section 5 as set forth in the Schedule.

The Insurers will not pay:

- a) for loss or damage caused by moth, vermin, wear and tear or any gradually operating cause.
- b) for loss or damage from electrical or mechanical faults or breakdown.
- c) any amount over £1,000.- for any one item (including articles forming a pair or set) unless stated otherwise in the Schedule or the specification(s) attached to the Schedule.
- d) for loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- e) for loss of or damage to guns caused by rusting or bursting of barrels.
- f) for breakage of any sports equipment whilst in use.
- g) for any loss of or damage to contact, corneal or micro corneal lenses.
- h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under the personal supervision of the Insured.
- i) the first £100.- of every claim in respect of unspecified items.
- j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the Schedule.
- k) any amount over £500.- in total in respect of theft or disappearance of Property from any vehicle when such vehicle is left unattended without an authorised occupant.
- l) any amount over £2,000.- in total in respect of theft or disappearance of jewellery from hotel or motel rooms during the Insured's absence from such rooms.

SECTION 5 - MEMORANDA

1) PAIRS AND SETS

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

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

2) UNDERINSURANCE

If the total value of unspecified items at the time of the loss or damage is more than the sum insured for such items as set forth in the Schedule for Section 5, then the Insurers will only pay for a proportion of the claim.

For example if the said sum insured only represents one half of the total value of unspecified items the Insurers will only pay one half of the cost of repair or replacement.

However, if Personal Possessions are lost or damaged away from the Home the Insurers will not take account of the value of Personal Possessions in the Home at the time of such loss or damage.

SECTION 6 - Domestic Freezer Contents

Section 2 of this insurance extends to cover the cost of replacing food in the Insured's fridge or freezer that is spoiled due to a change in temperature or contaminated by refrigeration fumes.

The Insurers will not pay:

- a) for loss or damage caused by any electricity or gas company cutting off or restricting supply.
- b) for loss or damage due to the failure of the electricity or gas supply caused by a strike or any other industrial action.

The liability of the Insurers shall in no case exceed the sum insured for Section 6 as set forth in the Schedule.

SECTION 7 - Pedal Cycle(s)

Section 2 of this insurance extends to cover the cost of repairing or replacing pedal cycle(s) following:

- a) theft or attempted theft
- b) accidental damage

anywhere in the United Kingdom.

The Insurers will not pay:

- a) for loss of or damage to:
 - 1) tyres,
 - 2) lamps,
 - 3) accessories,unless the cycle is lost or damaged at the same time.
- b) for loss or damage due to wear and tear or any gradually operating cause.
- c) for loss or damage from mechanical or electrical faults or breakdown.
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.

The liability of the Insurers shall in no case exceed the sum insured for Section 7 as set forth in the Schedule.

SECTION 8 - Money and Credit Cards

Section 5 of this insurance extends to cover the following:

- 1) theft or accidental loss of Money
- 2) any amounts which the Insured becomes legally liable to pay as a result of unauthorised use following loss or theft of Credit Card(s) within the Geographical Limits shown in the Schedule, provided that:
 - i) within 24 hours of the discovery of any such loss or theft, the Insured has notified the police and, in the case of Credit Card(s), the card issuing company; and
 - ii) all other conditions under which the Credit Card(s) were issued have been complied with.

The Insurers will not pay:

- a) to make up any shortages due to error or omission.
- b) for loss of value.
- c) the first £100.- of every claim.

As used in this Section:

MONEY means

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

CREDIT CARDS means

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

GENERAL CONDITIONS AND GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE UNLESS OTHERWISE STATED

1. The Insurers will not pay for:-
- (a) **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES**
loss or destruction of or damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any death or disablement directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (b) **WAR**
loss, damage, death, injury or liability of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, Riots, Civil Commotions or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government or public or local authority. (Insofar as concerns Riots or Civil Commotions, the aforesaid Exclusion shall not apply to the extent that such Contingencies are specifically insured elsewhere herein).
 - (c)
 - (d) **SONIC BANG**
loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds or any consequential loss arising therefrom.
 - (e) **POLLUTION AND CONTAMINATION (not applicable to Section 16)**
loss or damage or Consequential Loss caused by pollution or contamination except (unless otherwise excluded) loss or damage or Consequential Loss caused by:-
 - (i) pollution or contamination which itself results from a Contingency hereby insured against.
 - (ii) any Contingency hereby insured against which itself results from pollution or contamination.
 - (f) **AGREEMENT**
any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

2. **MICRO-ORGANISM EXCLUSION CLAUSE**

This agreement does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Agreement that provides insurance, in whole or in part, for these matters.

3. **CONTAMINATION AND POLLUTION EXCLUSION CLAUSE**

1. This Agreement shall not cover any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises out of one or more of the following perils
- Fire, Lighting, Explosion, Impact of Aircraft
 - Vehicle Impact, Sonic Boom
 - Accidental escape of water from any tank or apparatus or pipe

- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood, inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snow, Avalanche
- Volcanic Eruption

3. All other terms and conditions of this Agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

4. WAR AND CIVIL WAR EXCLUSION CLAUSE – NMA 464

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

5. ASBESTOS EXCLUSION

This agreement does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

6. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i. Nuclear reactors and nuclear power stations or plant
- ii. Any other premises or facilities whatsoever related to or concerned with:
 - (a) the production of nuclear energy or
 - (b) the production or storage or handling of nuclear fuel or nuclear waste

Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Associations

7. Protections against Fraud, Misrepresentation and Non-Disclosure

A person is committing fraud, misrepresentation or non-disclosure if they or anyone else insured by this Policy or if anyone is acting on their behalf knowingly:

1. Provide answers to **Our** questions which are dishonest, inaccurate or misleadingly incomplete
2. Mislead **Us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium to influence **Us** to accept a claim
3. Make a fraudulent or false claim in full or in part: by providing false information in order to influence **Us** to accept a claim: by exaggerating the amount of the claim: or by supplying false or invalid documents in support of **Your** claim

How We deal with Fraud,

If **We** find that fraud, misrepresentation or non-disclosure has been committed **We** will have the right to:

**Misrepresentation
And Non –
Disclosure in
order to protect
Us and Our
customers**

Void the Policy and may not refund any premium, refuse to pay the whole claim if any part is in any way fraudulent, false or exaggerated, recover any costs incurred by **Us**, including investigations and legal costs, recover the costs of any previously paid claims. In addition to this, **We** may also inform the police, which could result in prosecution, or inform other organisations as well as anti-fraud databases

8. You and We are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.
9. **CONTRIBUTION**
This insurance other than any fatal injury cover provided under Section 2 hereof does not cover any loss or damage or liability which is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this insurance not been effected.
This Condition shall not apply in respect of Extension (4) of Section 16.
10. **CANCELLATION**
This insurance may be cancelled at any time at the request of the Insured in writing to the Broker who effected the insurance and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining the customary short term premium. This insurance may also be cancelled by or on behalf of the Insurers by thirty days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Insurers shall receive or retain the earned premium or pro-rata of the minimum premium whichever is the greater. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.
11. **PREMIUM ADJUSTMENT**
Where any part of the premium is calculated on the statements and estimates furnished by the Insured the Insured shall keep an accurate record of all relevant particulars and shall at all reasonable times allow the Insurers to inspect such record and shall within one month of the expiry of each Period of Insurance furnish to the Insurers such information as the Insurers require for such period and the premium for such period shall thereupon be adjusted by the Insurers and the difference be paid by or allowed to the Insured as the case may be subject to any agreed minimum premium.
12. **DUE DILIGENCE**
The Insured shall use due diligence and do and concur in doing all things reasonably practicable to:-
(i) avoid or diminish any loss of or damage to the Property herein insured.
(ii) prevent accidents and to maintain the Premises, plant and everything used in the Business in proper repair.
(iii) employ only competent Employees and to act in accordance with all statutory obligations and regulations.
The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
13. **NOTICE**
The Insured shall give immediate notice to the Insurers of any change in the occupation of the Buildings hereby insured or of any conversions, extensions or other structural work (prior to the commencement of such work) and will pay any reasonable additional premium that the Insurers may find necessary.
Failure to comply with the above may invalidate this insurance.
14. **LONG TERM AGREEMENT**
In consideration of the reduced premium at which this insurance is written the Insured has signed an undertaking to offer the renewal of this insurance until the expiry date shown in the Schedule on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance it being understood that:-
(a) the Insurers shall be under no obligation to accept an offer made in accordance with the said undertaking.
(b) the sums insured or Limits of Liability may be reduced at any time to correspond with any reduction in value or business.
The above mentioned undertaking applies to any insurance (or insurances) which may be issued by the Insurers in substitution for this insurance.

17. NORTHERN IRELAND OVERRIDING EXCLUSION APPLICABLE TO INSURANCES RELATING TO PROPERTY IN NORTHERN IRELAND OTHER THAN PRIVATE DWELLINGS (not applicable to Sections 1, 2, 3, 4, 5, 6, 7 and 8)

Notwithstanding anything in this Insurance or in any extensions hereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of Contingencies insured against) this Insurance does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Note - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by this Insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

This overriding exclusion applies to this Insurance and to any extensions hereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

18.

19. BIOLOGICAL AND CHEMICAL CONTAMINATION EXCLUSION

The Insurers will not pay for:

- (i) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- (ii) any legal liability of whatsoever nature;
- (iii) death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:
 - (a) Terrorism and/or
 - (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- (1) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (2) putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

20. TERRORISM EXCLUSION ENDORSEMENT (not applicable to Sections 1, 2, 3, 4, 5, 6, 7 and 8)

Notwithstanding any provision to the contrary within this Insurance or any endorsement hereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means 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) 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

21. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
22. **DATA PROTECTION ACT 1998**
It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 23.
24. **Sanctions**
We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

ADDITIONAL CLAUSES

THE FOLLOWING CLAUSES ARE INCLUDED ONLY IF THEY ARE SPECIFIED IN THE SCHEDULE AND ATTACH IN RESPECT OF SECTIONS 1 TO 8 AS APPLICABLE.

1. Hotel and motel clause
This insurance does not cover Theft or disappearance of jewellery from hotel or motel rooms during the Insured's absence from such rooms.
(This clause overrides exclusion (I) of Section 5).
2. Alarm clause
This insurance does not cover Theft:
 - 1) when the Insured has left the Premises without an authorised occupant, or
 - 2) at nightunless:
 - a) at all such times the intruder alarm has been put into full and effective operation, and
 - b) the intruder alarm is kept in good working order through the Period of Insurance under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).
3. Safe clause
This insurance does not cover Theft of jewellery from the Home unless the jewellery is kept in a locked safe whilst not being worn.
4. Keys clause
This insurance does not cover Theft of jewellery from safe(s) unless the Insured has removed the keys of the safe(s) from the Home while the Insured is absent from the Premises.
5. Climatic conditions clause
This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.
6. Musical instruments clause
This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.
7. Theft limitation clause
This insurance does not cover Theft or Attempted Theft from the Home other than as a result of violent and forcible entry.
8. Non-standard construction clause
It is agreed that the private dwelling of the Home is not of Standard Construction.
9. Minimum security clause
This insurance does not cover Theft from the private dwelling of the Home unless the undernoted minimum protections are fitted.
 - External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621)
 - Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.
 - Windows: Key operated security locks to all ground floor and other accessible windows.
10. Subsidence, Heave or Landslip exclusion clause
Subsidence or Heave of the site upon which the Buildings stand or Landslip as shown in Contingency 16 is not covered by this insurance.
11. Flood exclusion clause
Section 1 (Buildings) and Section 2 (Contents) of this insurance do not cover Damage caused by Flood other than directly resulting from Escape Of Water from fixed water tanks, apparatus or pipes as shown in Contingency 10.
12. Contractors exclusion clause
This insurance does not cover loss, damage or liability arising out of the activities of contractors.
13. Index-linking clause
The sums insured in Section 1 (Buildings) and Section 2 (Contents) will be indexed each month in line with the following:
Section 1 (Buildings): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
Section 2 (Contents): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by the Insurers.

The Insurers will not charge the Insured an extra premium for any monthly increase, but at each renewal the Insurers will calculate the premium using the new sums insured.

For the Insured's protection should the index fall below zero the Insurers will not reduce the sum insured.

14. Business-use extension clause

In return for the payment of an extra premium Section 4(A)(i) extends to include the Insured's legal liability, as defined in that Section, for using the Home for the Business purposes which are detailed in the Schedule. However, the Insurers will not cover any liability arising out of advice given or services rendered in respect of the Insured's profession, occupation or Business or employment.

15. Thatch clause

It is the Insured's duty to ensure that:

- 1) all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
- 2) all old thatch and thatching is burnt at a distance of more than 100 metres from the Premises.
- 3) no naked flames or tools producing naked flames be present in the attic or loft space at any time.

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

16. Stamp clause

The Insurers will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

17. The Insured's bank or building society interest clause

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

18. Protections clause

It is the Insured's duty to ensure that all protections provided for the security of the Home and Contents:

- 1) are maintained in good working order, and
- 2) are in full and effective operation whenever the Insured is absent from the Premises.

If the Insured fails to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

19. Unattended vehicles clause

The insurance does not cover theft or disappearance of Property from any vehicle when such vehicle is left unattended without an authorised occupant.

20. Section Five Amendments Clause

It is understood and agreed that:

- (i) cover in respect of camera equipment, binoculars or telescopes insured hereby shall include the breakage of lenses and cases.
- (ii) in respect of pictures, paintings and the like, the Insurers will not be liable for the breakage of glass, but shall be liable for any damage caused thereby.
- (iii) the term Personal Possessions as used herein is understood to mean such property as may normally be taken outside the Insured's residence on business or pleasure (but excluding mobile phones/video cameras/portable personal computers and hearing aids unless individually specified). Insurance on Personal Possessions so defined is not subject to Average.

21. Travel Tickets Clause

It is understood and agreed that for the purpose of Section eight "Money" includes travel tickets.

22. Deletion of Pairs and Sets Clause

The Condition relating to Pairs and Sets in Section five is deemed deleted but only in respect of those items specified to be subject to this endorsement.

23. Deletion of Escape of Water Deductibles

The deductible in respect of Contingency 10 (ESCAPE OF WATER from fixed water tanks, apparatus or pipes) and Contingency 11 (FROST DAMAGE to fixed water tanks, apparatus or pipes) by Section one is deleted.

24. Deletion of Storm or Tempest, Flood, Weight of Snow, Escape of Water, Frost Deductibles

The deductible in respect of Contingency 7 (STORM OR TEMPEST), Contingency 8 (FLOOD), Contingency 9 (WEIGHT OF SNOW), Contingency 10 (ESCAPE OF WATER from fixed water tanks, apparatus or pipes) and Contingency 11 (FROST DAMAGE to fixed water tanks, apparatus or pipes) by Section one is deleted.

25. Protection Clause
It is a condition precedent to the liability of the Insurers that all protections provided for the safety of the insured property be maintained in good order throughout the period of this Insurance and be in use at all times when the Premises are left unattended and at night. Such protection shall not be withdrawn or varied without the Insurers consent.
26. Amendments to Alarm Clause
It is understood and agreed that the words "at night" are deleted from Additional Clause - 2 Alarm Clause.
27. Increased Excesses Clause
The Insurers will not pay the following amounts:
(1) the first £1,000.- of every claim arising out of Subsidence, Heave or Landslip covered under Section one (Buildings)
(2) the first £250.- of all other claims, each Section, other than in respect of Section three (Accidents to Domestic Staff) and Section four (Legal Liability to the Public), unless otherwise stated herein.
28. Date Change Clause
The Insurers will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.
- 29 .ASBESTOS ENDORSEMENT

1) This Policy only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these Listed Perils;
Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence.

This coverage is subject to all limitations in the Policy to which this endorsement is attached and in addition to each of the following specific limitations;

- a) The said building or structure must be insured under this Policy for Damage by a Listed Peril.
- b) The Listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c) The Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the Listed Peril first Damaged the asbestos.

However this Policy does not insure any such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.

This Policy shall provide no cover (whether for physical Damage business interruption delay of repair or other consequential loss) in respect of;

- i) Wear and tear or inherent defect, quality or vice in or of any asbestos
 - ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (Damaged or otherwise) or
 - iii) Any asbestos which the Listed Peril has not physically Damaged.
- 2) Except as set forth in the foregoing Part A. of this endorsement, this Policy does not insure asbestos or any interest relating thereto.