Park Home insurance

Policy Document

Administered by:
Canopius UK Specialty Limited
1ST Floor, 1 Kings Court Business Park, Charles Hastings Way, Worcester, WR5 1JR

Underwritten by certain Underwriters at Lloyds

Contents

INTRODUCTION TO
PARK HOME INSURANCE POLICY DOCUMENT
ATTACHING TO BINDING AUTHORITY NUMBER B6839P17893

Important Notice

Here is your policy document of insurance for your park home which together with the current schedule and endorsements issued and countersigned by Canopius UK Specialty Limited, acting on the authority of The Underwriters, form the Contract of Insurance. These documents are important and we would advise you to keep them in a safe place.

Any proposal or declaration signed by you (including any additional information supplied) and statement of fact in connection with this insurance forms the basis of the agreement between you and The Underwriters.

Information we need to know about

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information You have given us. You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew Your policy. If the information provided by You is not complete and accurate:
· we may cancel Your policy and refuse to pay any claim, or
· we may not pay any claim in full, or
· we may revise the premium and/or change any excess, or
· the extent of the cover may be affected.

The Schedule sets out the sums insured, any terms that apply to your insurance and the sections of the policy document which are operative. Please read the Schedule and this policy document carefully and contact your insurance adviser or us should it not be in accordance with your requirements or there is anything which you do not understand.

It is important that:
You are clear which sections you have requested and want to be included;
You understand what each section covers and does not cover;

You understand your own duties under each section and under this insurance as a whole.

Cooling Off Period

If, within 14 days of either receiving your policy documentation, or the start of the period of insurance, you find that it does not meet your requirements you may cancel your policy by contacting your insurance broker who you arranged this insurance with. We will refund the premium paid in full provided that no claim has been submitted nor any incident likely to give rise to a claim has occurred.

For cancellation after 14 days, please refer to the general conditions.

Claim Notification

Naturally we hope you won't have any accidents or misfortune, but if you do and wish to make claim under this insurance please contact The Scheme Administrator's Claims Department. Telephone: 0844 856 2043. At the time of making a claim, you will be asked;-

- The policy number stated on your schedule.
- A brief description of the circumstances surrounding your loss or damage.
- The name of the insurance brokers who sold you this insurance.

Our Service Commitment to You

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy you should, in the first instance, contact either your insurance broker who you arranged this insurance with or;

The Scheme Administrators
Canopius UK Specialty Limited
1st Floor, 1 Kings Court Business Park, Charles Hastings Way, Worcester, WR5 1JR
Tel: 0333 777 3039 Fax: 0845 408 5926
Email: contactus@canopius.com

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance at Lloyd's. Their address is:-

> **Policyholder and Market Assistance**
> Lloyd's, One Lime Street, London EC3M 7HA
> Tel: 020 7327 5693 Fax: 020 7327 5225
> Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Policyholder and Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. Referral to the Financial Ombudsman will not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)
Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 or 020 7741 4100 and on their website www.fscs.org.uk

Canopius UK Specialty Limited,

1st Floor,
1 Kings Court Business Park,
Charles Hastings Way,
Worcester, WR5 1JR

Notice To The Insured

The parties are free to choose the law applicable to this Insurance Contract. Unless you and we have agreed to the contrary this insurance shall be subject to English Law.

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

Several Liability Notice
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Park Home Insurance Policy Document

OUR AGREEMENT

In consideration of you having agreed to pay the premium, we will indemnify you as provided for in this insurance against loss, damage or liability during the period of insurance and within the limits stated in the schedule or any subsequent endorsement thereto.

UNLESS OTHERWISE STATED IN THE EVENT OF A CLAIM UNDER THIS INSURANCE WE WILL NOT PAY THE EXCESS SHOWN IN THE SCHEDULE

INDEX LINKING

The Sums insured on your schedule will be adjusted in line with the consumer price index available to us issued in the Country where your premises are located. In the event that the index is not available we will use a suitable alternative index.

We will not reduce sums insured if an index should fall. ***DEFINITIONS***

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

Bodily injury — ***Bodily injury*** *includes death or disease.*

Buildings

- *The structure of the park home*
- *its permanent fixtures and fittings and decorative finishes*
- *foundation slab, patios and terraces, tennis courts, drives, walls, gates, fences, railings and lampposts*
- ***swimming pools****, ornamental ponds and fountains*
- *cesspits, septic tanks and central heating fuel tanks* ***you*** *own or for which* ***you*** *are legally liable within the* ***premises*** *named in the* ***schedule****.*

Contents — *Household goods and personal property, within the* ***home****, which are* ***your*** *property or which* ***you*** *are legally liable for.*

Contents *includes:*

- *the fixtures and fittings of the* ***buildings*** *(but only for which* ***you*** *are legally liable) which are attached to the* ***home***
- ***money*** *and* ***credit cards*** *up to £500 in total or currency equivalent*
- *deeds and registered bonds and other personal documents up to £250 in total*
- ***garden furniture*** *within the* ***home***
- *stamps or coins forming part of a collection up to £250 in total*
- *unspecified valuables up to a limit of 10% of the* ***contents*** *sum insured*
- *domestic oil in fixed fuel oil tanks up to £500*

Contents *does NOT include:*

- *motor vehicles or their accessories including outboard engines (other than garden machinery), caravans, trailers or watercraft or their accessories*
- *any living creature*
- *any part of the* ***buildings***
- *any property held or used for business purposes*
- *any property insured under any other insurance*

Credit cards — ***credit cards****, charge cards, debit cards, bankers cards and cash dispenser cards.*

Endorsement — *A change in the terms and conditions of this insurance.*

Definitions *(continued)*

Excess	*The first amount shown in the schedule payable in the event of a claim unless otherwise stated.*
Garden	*The open ground within the boundaries of the land belonging solely to the insured property.*
Garden Furniture	***Garden furniture*** *including garden tools and manually driven garden machinery, statues and barbeque equipment, including electric or mechanically driven garden machinery listed in the* ***schedule****.*
Home	*The private dwelling, garages and domestic outbuildings at the* ***premises*** *named in the* ***schedule****.*
Money	• *current legal tender, cheques, postal and money orders* • *postage stamps not forming part of a stamp collection* • *travellers' cheques* *all held for private or domestic purposes.*
Occupant	*being an authorised person or persons in the* ***home*** *overnight.*
Period of insurance	*The length of time for which this insurance is in force, as shown in the* ***schedule*** *and for which* ***you*** *have paid and* ***we*** *have accepted a premium.*
Personal possessions	*Clothing, baggage and other similar items normally carried about the person and all of which belong to* ***you****.* ***Personal possessions*** *does NOT include:* • ***money*** *and* ***credit cards*** • *pedal cycles or golf buggies (unless otherwise stated in the* ***schedule****).* • *sports equipment, (unless otherwise stated in the* ***schedule****), contact lenses, corneal lenses and mobile phones*
Premises	*The address which is named in the* ***schedule*** *as the risk address including the* ***garden*** *but excluding all communal areas, gardens, paths, drives, terraces and* ***swimming pools*** *not solely owned by the insured.*
Standard construction	*Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.*
Swimming pools	*Permanently installed* ***swimming pools*** *and their ancillary fixtures and fittings.*
The Scheme Administrators	*Canopius UK Specialty Limited.*
Schedule	*The* ***schedule*** *is part of this insurance and contains details of* ***you****, the* ***premises****, the sums insured, the* ***period of insurance*** *and the sections of this insurance which apply.*
Valuables	• *jewellery* • *furs* • *gold, silver, gold and silver plated articles* • *works of art, paintings and sculptures*
We / us / our / The Insurer / The Underwriters	*Certain Underwriters at Lloyd's.*
You / your / the insured	*The person named in the schedule and the person you are married to, or live with as if you were married and the family who permanently live with you*

Buildings

What is covered	What is not covered
This insurance covers the **buildings** for loss or damage directly caused by	**We** will not pay
1. fire, lightning, explosion	
2. smoke	for loss or damage caused by any gradually operating cause
3. aircraft and other flying devices or items dropped from them	
4. earthquake	for loss or damage to tennis courts, drives, **swimming pools**, irrigation systems, patios, terraces, walls, gates and fences
5. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks in the open, tennis courts, drives, **swimming pools**, irrigation systems, patios, terraces, walls, gates and fences
6. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks, garages and outbuildings c) for loss or damage while the **buildings** are not furnished enough to be normally lived in d) for escape of water from or frost damage to **swimming pools** and irrigation systems
7. the necessary and reasonable costs incurred in locating the source of an escape of water and the reinstatement of any wall, floor or ceiling removed or damaged during the search	a) for any amount in excess of £5000 in any one claim b) any costs at all in locating any escape of water from **swimming pools** and irrigation systems
8. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by subsidence, heave or landslip or flood b) for loss or damage while the **buildings** are not furnished enough to be normally lived in

Buildings *(continued)*

What is covered	What is not covered
This insurance covers the **buildings** for loss or damage directly caused by	**We** will not pay
9. theft or attempted theft	a) for loss or damage while the **home** is let or sublet unless the loss or damage follows a violent or forcible entry b) for loss or damage while the **buildings** are not furnished enough to be normally lived in
10. collision by any vehicle or animal	
11. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss or damage while the **buildings** are not furnished enough to be normally lived in
12. breakage or collapse of fixed radio and television aerials, fixed satellite dishes, solar panels and their fittings and masts	
13. falling trees or branches, lamp posts and telegraph poles including the cost of removal	a) removal costs of more than £500 in any one **period of insurance** b) for loss or damage to hedges, gates and fences c) for loss or damage caused by felling or lopping of trees
14. the cost of repairing accidental damage caused by external and visible means from a single identifiable event to • domestic oil pipes • underground water-supply pipes • underground gas pipes • underground cables which **you** are legally liable for	a) for damage due to wear and tear or any gradually operating cause b) more than £500 in any **period of insurance** c) for loss or damage to sewers, drains, cesspits or septic tanks
15. accidental breakage of fixed glass, ceramic hobs and sanitary fixtures including wash basins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels forming part of the **buildings**	a) for loss or damage while the **buildings** are not furnished enough to be normally lived in b) for damage to or the cost of removing or replacing frames

Buildings *(continued)*

Following loss or damage to the buildings which are covered under this section

What is covered	**What is not covered**
This section of the insurance also covers	**We** will not pay
16. a) the reasonable cost of necessary alternative accommodation, which **you** have to pay for while the **buildings** cannot be lived in following loss or damage which is covered under section one or loss of rent due to **you** which **you** are unable to recover for holidays booked prior to the loss or damage	any amount over 10% of the sum insured for the **buildings** damaged or destroyed
b) expenses **you** have to pay and which **we** have agreed in writing for • architects', surveyors', **consulting** engineers' and legal fees • the cost of removing debris and making safe the **buildings** • costs **you** have to pay in order to comply with any Government or local authority requirements following loss or damage to the **buildings** which is covered under section one	a) any expenses for preparing a claim or an estimate for loss or damage b) any costs if Government or local authority requirements have been served on **you** before the loss or damage
c) expenses **you** have to pay in respect of fire brigade charges for which **you** are legally liable to pay following attendance by the fire brigade at the **premises** shown in the **schedule**, following loss or damage to the **buildings** which is covered under section one	more than £750 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £750 in total
17. damage to **buildings** caused by forced access to attend a medical emergency	any amount in excess of £250 in any one **period of insurance**
18. accidental damage caused by external and visible means to any electrical machinery, transformers and electrical devices, including air conditioning units attached to the **buildings**	a) for damage to or deterioration directly caused by cleaning, repair, renovation, maintenance or while being worked on b) for wear and tear or any mechanical operating defect c) for any items covered by a supplier, manufacturer or installer guarantee

Buildings *(continued)*

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
19. loss or damage to electrical equipment including air conditioning units attached to the **buildings** caused by a surge in power of the electricity supply, in particular over voltage and over-current, including those produced by atmospheric electricity and short circuit, even where no fire results	a) for damage caused to fuses where not caused by fire or the explosion of a nearby object b) for wear and tear or any mechanical operating defect c) for any items covered by a supplier, manufacturer or installer guarantee d) for any amount in excess of the limit shown in the **schedule**

Subsidence

The following applies only if the **schedule** shows that subsidence to the buildings is included.

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
subsidence or heave of the site upon which the **buildings** stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, tennis courts, drives, patios and terraces, walls, gates and fences b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for the loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first £1,000 of every claim f) for loss or damage caused by coastal or riverbank erosion g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions

Buildings *(continued)*

Accidental Damage to the Buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered	What is not covered
This extension covers the following	**We** will not pay
accidental damage to the **buildings**	a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one b) for the **buildings** moving, settling, shrinking, collapsing or cracking c) for damage while the **home** is being altered, repaired, cleaned, maintained or extended d) for or damage to outbuildings and garages which are not of **standard construction** e) for damage while the **home** is let or sublet f) for the cost of general maintenance g) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause h) for damage arising from faulty design, specification, workmanship or materials i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to **swimming pools**, irrigation systems, tennis courts, drives, patios, terraces, walls, gates, fences and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Conditions that apply to section one (buildings) only

Settling Claims

HOW WE DEAL WITH YOUR CLAIM

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:

    - the **buildings** were in a good state of repair immediately prior to the loss or damage and
    - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
    - the damage has been repaired or loss has been reinstated

    We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

4. If **you** are underinsured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

LIMIT OF INSURANCE

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

Contents

What is covered	What is not covered
This insurance covers the **contents** for loss or damage directly caused by	**We** will not pay
1. fire, lightning, explosion	
2. smoke	for loss or damage caused by any gradually operating cause
3. aircraft and other flying devices or items dropped from them	
4. earthquake	
5. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip b) in respect of flood only for loss or damage to fuel in domestic fixed fuel oil tanks in the open
6. escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip b) for loss out of **swimming pools** and irrigation systems
7. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	a) for loss or damage caused by subsidence, heave or landslip b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship
8. theft or attempted theft	a) for loss or damage whilst the **home** is let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
9. collision by any vehicle or animal	
10. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
11. breakage or collapse of fixed radio and television aerials, fixed satellite dishes, solar panels and their fittings and masts	
12. accidental damage to mirrors, glass tops and fixed glass in furniture	for damage to or the cost of removing or replacing frames
13. falling trees or branches, lamp posts and telegraph poles	a) removal costs of more than £500 in any one **period of insurance** b) damage to hedges, gates and fences c) damage caused by felling or lopping of trees

This section of the insurance also covers

	We will not pay
A) **garden furniture** in the **garden** in the event of loss or damage from the perils 1-4 and 6-13 in section 2	a) more than £1000 in total in any one **period of insurance** b) for any unfixed items not kept in a locked building when the home is left unoccupied for more than 7 days c) for damage caused by peril 5 in section 2 d) theft of electric or mechanically driven garden machinery unless from a locked building
B) 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 numbers 1-9 in section two while the **contents** are: • in any occupied private dwelling • in any **building** where **you** are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank, safe deposit or furniture store	a) for **contents** outside the country in which the **premises** are situated b) for **money** or **credit cards** c) any amount over 20% of the sum insured under section two for **contents** in a furniture store
C) up to twelve months rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage which is covered under section two	any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
D) costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under section two	any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
E) **your** legal liability as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under section two	a) any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence, heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the **buildings** are not furnished enough to be normally lived in

Contents *(continued)*

What is covered	What is not covered
This section of the insurance also covers	**We** will not pay
F) the cost of repairing accidental damage caused by external and visible means from a single indentifiable event to • domestic oil pipes • underground water-supply pipes • underground gas pipes • underground cables which **you** are legally liable for as tenant only	a) for loss or damage due to wear and tear or any gradually operating cause b) any amount over £500 in any **period of insurance** c) for loss or damage to sewers, drains or septic tanks
G) fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: • £10,000 for each **insured** person sixteen years of age, or over • £5,000 for each **insured** person under sixteen years of age, at the time of death	
H) costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys	any amount over £500 in total
I) Electrical Equipment accidental damage caused by external and visable means to audio and audio visual units including television sets, video recorders, DVD players and home computers and their accessories but only when within the **home**	a) damage to or deterioration directly caused by cleaning, repair, renovation, maintenance or while being worked on b) tapes, discs or computer software c) any amount in excess of £5000 in any one **period of insurance**
J) Power Surge loss or damage to electrical equipment caused by a surge in power of the electricity supply	for any amount in excess of the limit shown in the **schedule**
K) Christmas the contents sum insured is automatically increased by 10% for 30 days before New Years Eve	

Contents *(continued)*

What is covered	**What is not covered**
This section of the insurance also covers	**We** will not pay
L) Domestic Freezer Cover the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action c) any amount exceeding £500 in any one **period of insurance**

The following applies only if the insured permanently resides at the premises.

M) Household Removal loss of or damage to **your contents** caused by accidental damage while in the course of removal from **home** to any new permanent **home** within the UK provided the removal is carried out by professional removal contractors	a) any amount in excess of the **contents** sum insured b) loss of **money** c) loss or damage to china, glass, earthenware and other items of a brittle nature unless packed for removal by professional packers d) any amount which is the liability of the carrier e) the amount of the **excess**
N) Jury Service we will pay **you** or a member of **your** family an amount not exceeding £50 per day, for a maximum of 20 days, in respect of unrecoverable earnings and expenses arising from service as a juror	
O) Contracting Buyer when **you** have contracted to sell the **home** the purchaser will have the benefit of cover under the terms of Section 1 **Buildings** of this insurance in respect of loss or damage occuring between the exchange of contracts and completion of the sale of the **home**	a) any loss or damage insured under any other insurance b) any amount payable under part 16 of Section 1 **Buildings**
P) College/University loss or damage caused by the risks shown in Section 2 to the contents whilst temporarily removed from the home for the purposes of attending boarding school, college or university anywhere within the European community	a) the limit under this extension is £1500 b) for loss or damage unless kept within a locked building of **standard construction** c) for loss or damage by theft unless by forcible or violent entry

(continued)

Q) Guest's Effects loss or damage to possessions and valuables belonging to a guest while in the **home**	a) the limit under this extension is £1500 b) loss or damage unless kept within a locked building of **standard construction**
R) Wedding Gifts loss of or damage to wedding gifts while in the **home** occurring during the period 30 days before and 30 days after **your** wedding	more than 10% of the total sum insured for contents

Optional Extension to Contents

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

What is covered

This section of the insurance also covers

1. subsidence or heave of the site upon which the **buildings** stand or landslip

We will not pay

a) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, tennis courts, drives, patios and terraces, walls, gates and fences

b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event

c) for loss or damage arising from faulty design, specification, workmanship or materials

d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law

e) the first £1,000 of every claim

f) for loss or damage caused by coastal or riverbank erosion

g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions

Optional Extension to contents *(continued)*

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

What is covered	What is not covered
This extension covers	**We** will not pay
2. accidental damage to the **contents** within the **home**	a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section two b) for damage to **contents** within outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for **money**, **credit cards**, documents or stamps g) for damage to contact, corneal or micro corneal lenses h) for damage while the **home** is lent, let or sublet i) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause j) for damage arising out of faulty design, specification, workmanship or materials k) for damage from mechanical or electrical faults or breakdown l) for damage caused by dryness, dampness, extremes of temperature and exposure to light m) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Conditions that apply to section two (contents)

Settling Claims

HOW WE DEAL WITH YOUR CLAIM

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.

   For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

   - the new article is as close as possible to but not an improvement on the original article when it was new
     and
   - **you** have paid and **we** have authorised the cost of replacement
   - **we** will not pay in excess of £5000 in total in any one **period of insurance** in respect of televisions, radios, video recorders, DVD players, hi-fi systems and computers
   - **we** will not pay in excess of £150 in total in any one **period of insurance** in respect of discs, tapes and software relating to cassettes, compact discs, mini discs, videos, DVDs and computers

   The above basis of settlement will not apply to

   - clothes or pedal cycles

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

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

4. If **you** are underinsured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

LIMIT OF INSURANCE

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

Accidents to Domestic Staff

The following cover applies only if the **Schedule** shows that Section Two **Contents** is also included.

What is covered	What is not covered
We will indemnify **you**	**We** will not indemnify **you**
for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**	for **bodily injury** arising directly or indirectly • from any vehicle used for racing, pacemaking or speed testing • from any communicable disease or condition • from any vehicle in Canada or the United States of America • in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**

Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

This section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under (a) below
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under (a) and where the **premises** are permanently occupied as **your** main residence by **you**, **your** legal liability is covered under (b)
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under (a) and where the **premises** are permanently occupied as **your** main residence by **you**, **your** legal liability is covered under (b)

What is covered

We will indemnify **you**

(a) as owner or occupier for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

(b) if the premises are permanently occupied by **you** as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

What is not covered

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

a) for **bodily injury** to
- **you**
- any other permanent member of the **home**
- any person who at the time of sustaining such injury is engaged in **your** service

b) for **bodily injury** arising directly or indirectly from any communicable disease or condition

c) arising out of any criminal or violent act to another person

d) for damage to property owned by or in the charge or control of
- **you**
- any other permanent member of the **home**
- any person engaged in **your** service e)

arising directly or indirectly out of any profession, occupation, business or employment

f) which **you** have assumed under contract and which would not otherwise have attached

g) arising out of **your** ownership, possession or use of:
- any motorised or horsedrawn vehicle other than domestic gardening equipment
- any power-operated lift
- any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- any animal other than cats, horses, donkeys or dogs which are not designated as dangerous under the Dangerous Dogs Act1991

(**Exclusions** continued over the page)

Legal Liability to the Public *(continued)*

	What is not covered
	We will not indemnify **you** for any liability
	h) in respect of any kind of pollution and/or contamination other than • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and • reported to **us** not later than 30 days from the end of the **period of insurance**; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
	i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
	j) 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**

Limit of insurance

We will not pay

in respect of pollution and/or contamination:
- more than £5,000,000

in respect of other liability covered under section four:
- more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing

Optional Extension to Section 4 - Legal Liability to the Public

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

If contents only is insured this insurance extends to indemnify **you** as owner as defined under Section 4 for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the specific **premises** named in the **schedule** that **you** own and are legally liable for during the **period of insurance**

Subject to the conditions, limits, terms and exclusions of this insurance.

Section Five

Valuables and Personal Possessions

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

What is covered

This insurance covers

Against physical loss or damage anywhere in the world to

1. unspecified valuables and personal effects excluding sports equipment, pedal cycles and golf buggies up to the amount shown in the **schedule**. A limit of £1000 for any one item applies including articles forming a pair or set
2. valuables and **personal possessions** excluding sports equipment, pedal cycles and golf buggies listed in the **schedule**
3. unspecified sports equipment up to a single article limit of £100 and in total £1000
4. sports equipment as listed in the **schedule**
5. pedal cycles or golf buggies listed in the **schedule**

What is not covered

We will not pay

a) for loss or damage from electrical or mechanical faults or breakdown

b) for loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon

c) for loss or damage to guns caused by rusting or bursting of barrels

d) for breakage of any sports equipment whilst in use

e) for any loss of or damage to contact, corneal or micro corneal lenses

f) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision

g) for mobile telephones, computer equipment and video cameras unless otherwise stated in the specification(s) attached to the **schedule**

continued...

Valuables and Personal Possessions *(continued)*

What is covered	What is not covered
This insurance covers	**We** will not pay
	h) 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 person
	i) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
	j) for any electric or mechanically driven golf buggies/pedal cycles while being used on the road
	kl) for damage to or loss of tyres, lamps or other accessories to any golf buggies or pedal cycles listed in the **schedule** unless the vehicle or pedal cycle is lost or damaged at the same time
	l) for loss or damage by theft to golf buggies or pedal cycles unless in a locked building or securely locked to a fixed object while left unattended
	m) whilst golf buggies or pedal cycles are being used for racing, pacemaking or trials

Conditions that apply to section five **(valuables and personal possessions)** only

Settling Claims

HOW WE DEAL WITH YOUR CLAIM

1. If **you** claim for loss or damage to **valuables** and **personal possessions we** will at **our** option repair, replace or pay for any article covered under section five.

   For total loss or destruction of any article **we** will pay **you** an amount reflecting the type, condition and age of the article lost or destroyed.

2. If any insured item which is part of a pair or set and has an insured value of £1,000 or over:

   - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set

   - **we** will not pay more than the proportion that the lost or damaged item bears to **the insured** value of such pair or set

YOUR SUM INSURED

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

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

   However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

LIMIT OF INSURANCE

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

Section Six

Emergency Travel Cover

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

Following loss or damage in excess of £1500 to the property insured under section one **the Underwriters** will pay subject to their prior agreement and approval.

- the cost of one return air or rail ticket to the **home** for **the Insured** not exceeding £300 and 50% of the cost of an economy class return air or rail ticket for a member of the Insured's family not exceeding £150

The maximum amount payable under this section if £450 in any one **period of Insurance** unless specified otherwise in the **schedule**.

Conditions applicable to Section Six

a) The loss or damage must be notified to us within 21 days of the date of loss.
b) All travel documents, hotel receipts and other documents must be retained by **the Insured** and be the basis of the claim settlement.

Section Seven

Money and credit card cover

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

What is covered	What is not covered
Section five of this insurance extends to cover the following	**We** will not pay
• theft or accidental loss of **money** • any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)** within the world. • within 24 hours of **your** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and • **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**	a) to make up any shortages due to error or omission b) for loss of value c) any amount exceeding £1,500 in any one **period of insurance**

General Conditions applicable to the whole of this Insurance

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

1) **Unoccupancy Clause**

a) When the **home** is left without an **occupant** for 30 consecutive days or more, **you** must ensure that a responsible person is appointed to supervise and check the property both internally and externally at least once every 30 days.

Failure to comply with this requirement will result in the entire policy becoming void.

b) When the **home** is left without an **occupant** for 30 consecutive days **valuables** are excluded from this insurance.

c) Between 1st November and 31st March both days inclusive, if the **home** is left without an **occupant** for more than 48 hours you must ensure that the main water supply is turned off by means of a stopcock at the first available point of entry of the water supply to the **home**. Where the **home** is left without an **occupant** for 14 consecutive days IN ADDITION all water tanks must be emptied by leaving both hot and cold kitchen taps fully open.

or:

: IF YOU WISH TO LEAVE THE WATER SUPPLY TURNED ON BETWEEN 1ST NOVEMBER AND 31ST MARCH BOTH DAYS INCLUSIVE, YOU MUST ENSURE:

• the entire home benefits from a heating system being gas or oil fired central heating or a geothermal or full electric heating system (not night storage heaters), fitted with automatic controls and a separate thermostat. The system must be set to operate continuously for 24 hours of each day (not controlled by any timing device) and the thermostat set at not less than 10 degrees Celsius and, where fitted, the loft hatch door left open.

or:

• If the heating system as described above is installed and is additionally fitted with a "frost stat" that is designed and installed to override all other heating controls, irrespective of their functional status, then this may be set to operate at not less than 4 degrees Celsius.

In the event of loss or damage occurring as a result of burst pipes and escape of water during the first 48 hours that the home is left without an occupant, you will have to pay the first £500.

Before **we** can pay **you** any claim it is a requirement that **you**, (at **our** request) provide any bills for any utilities being supplied to the insured **premises** at the time of any loss or damage resulting from escape of water for verification by **us**.

Failure to comply with the requirements above will result in loss or damage resulting from escape of water or burst pipes being excluded from this insurance.

2) **Your Right to Cancel**

You are free to cancel this policy at anytime by contacting either your insurance broker who **you** arranged this insurance with or the Scheme Administrators;

The Scheme Administrators
Canopius UK Specialty Limited
1st Floor, 1 Kings Court Business Park, Charles Hastings Way, Worcester, WR5 1JR

If you wish to cancel this policy within 14 days of either receiving your policy documentation, or the start of the period of insurance, please refer to the cooling off period at the beginning of your policy document.

For cancellation occurring after the first 14 days of receiving your policy documentation, if there has been no claim or incident likely to give rise to a claim during the current period of insurance we will calculate the appropriate premium for the period you have been insured and refund any balance due.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance no premium refund will be given.

If the premium is paid under a monthly instalment plan and a claim has been settled during the current period of insurance you must continue with the instalment payments.

No refund of premium will be made under a monthly instalment plan.

If you cancel after the first 14 days we will calculate the appropriate premium based on the calculations below and refund any balance due.

Cancellation Charges

For clients that have been insured under the policy for less than one year.

Up to 1 Month	20% Charge
Up to 3 Months	40% Charge
Up to 6 Months	60% Charge
Up to 8 Months	80% Charge

After 8 Months cover no refund due at all.

For clients that have been insured under this policy for more than one year. We

will calculate the appropriate premium for the period you have been insured and refund any balance due. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance no premium refund will be given.

We can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium.
- Non-cooperation or failure to supply any information or documentation **we** request.
- **We** establish that **you** have provided **us** with incorrect information.
- The use of threatening or abusive behaviour or language.
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance.**

General Conditions applicable to the whole of this Insurance
(continued)

3) **Your Duties**

If the **home** as specified in the **schedule** is either a permanent private residence or a holiday **home**:-

a) **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.

b) **You** must tell **Canopius UK Specialty Limited**

- before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance
- if you start to rent the **home** out and **you** have not previously advised **us** of this fact
- if **you** originally told **us** that **you** use the **home** as a holiday residence and stop using the **home** for that purpose

If the **home** shown at the risk address in the **schedule** is a permanent private residence the following duties apply in addition to 1 a), b), c) on page 25.

4) **You** must tell **Canopius UK Specialty Limited** immediately if **you**

- stop using the **home** as **your** permanent private residence
- regularly leave the **home** unattended by day or by night, other than for your normal job of work
- leave the **home** without an **occupant** for more than 30 consecutive days

When **we** receive this notice **we** have the option to change the conditions of or decline to continue cover under this insurance.

5) **Sanctions**

We will not provide any benefit under this 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.

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

General Exclusions applicable to the whole of this Insurance

1. **Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for:-

a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom

b) any legal liability of whatsoever nature

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

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. **War Exclusion**

We will not pay for:-

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

General Exclusions applicable to the whole of this Insurance
(continued)

3. **Existing and Deliberate Damage**

   We will not pay for loss or damage:-

   a) occurring before cover starts or arising from an event before cover starts
   b) caused deliberately by **you** or any member of your **home**

4. **Wear and Tear and Faulty Workmanship**

   We will not pay for loss or damage:-

   a) due to wear and tear or any gradually operating cause
   b) caused by faulty workmanship

5. **Electronic Data**

   We will not pay for:-

   a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
   b) any legal liability of whatsoever nature

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

   - computer viruses, erasure or corruption of electronic data;
   - the failure of any equipment to correctly recognise the date or change of date;

   For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

6. **Biological and Chemical Contamination**

   We will not pay for:-

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

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

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

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

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

7. **The Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

   A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8. **Indirect Loss or Damage**

   We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

Claim Conditions applicable to the whole of this Insurance

How we deal with your claim

1. **Defence of claims**

   We may;

   - take full responsibility for conducting, defending or settling any claim in **your** name
   - take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance

2. **Other insurance**

   We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

   This clause does not apply to fatal injury (section two-G).

3. **Fraudulent claims**

   If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

4. **Your duties**

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

a) **you** must notify **Canopius UK Specialty Limited** whose details are in your **schedule** of insurance as soon as reasonably possible giving full details of what has happened.

b) **you** must provide **Canopius UK Specialty Limited** with details of what has happened within 60 days of **you** notifying **us** and provide any other information **we** may reasonably require.

c) **you** must forward to **Canopius UK Specialty Limited** within 3 days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.

d) **you** must not admit liability or offer or agree to settle any claim without **our** written permission.

e) **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

f) **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.

g) **you** must take all reasonable care to limit any loss, damage or injury.

h) **you** must not dispose of any damaged items before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them.

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

Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

1) **Let Property**

The following amendments and exclusions apply whilst the **premises** are let or sublet.

Section one (**Buildings**) if insured

We shall not pay for:-

- theft or attempted theft from the **home** other than as a result of a violent and forcible entry

Section two (**Contents**) if insured

We shall not pay for:-

- the property of any persons renting or letting the property
- accidental damage or breakage
- malicious damage caused by persons legally on the **premises**
- theft or attempted theft from the **home** other than as a result of a violent and forcible entry

How **we** will deal with your claim:-

Section four Liability to the public
In return for the payment of an extra premium **your** legal liability to the public as defined in section four of the policy booklet extends to include **your** legal liability arising out of the letting of the premises named in the **schedule**.

The following duties apply:

The inside of the **premises** must be checked by **you** or **your** authorised representative prior to every let and at least once every 30 days.

You must comply with any Local Authority regulations or statutory conditions regarding the letting of the property.

If you fail to comply with your duties this may result in this insurance becoming invalid.

2) **Alarm clause**

This insurance does not cover theft:-

- when the **premises** are left unattended
- between 23:00 hours and 07:00 hours or when **you** retire for the night,

unless:

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 throughout the **period of insurance** under a maintenance contract with the installing company

3) **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.

4) **Contractors exclusion clause**
This insurance does not cover loss, damage or liability arising out of the activities of contractors.

5) **Non-standard construction clause**
It is agreed that the private dwelling of the **home** is not of **standard construction**.

6) **Protections clause**

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:-

- are maintained in good working order,
  and
- are in full and effective operation whenever **you** are absent from the **premises**

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

7) **Your bank or building societies interest clause**
The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell us as soon as they become aware of any action **you** have taken to increase the risk of loss or damage.

8) **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 or European equivalent
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

- The following natural phenomena: earthquakes and tidal waves, extraordinary floods, volcanic eruptions, unusual cyclonic activities and the fall of astral bodies or meteors
- Violent act resulting from terrorism, rebellion, sedition, insurrection and popular tumult
- Events or acts of the Military Forces or State Security Bodies in peace time

b) Excluded Risks

The following physical losses or damage will not be compensated by the Consorcio de Compensacion de Seguros:

- Those which do not give rise to compensation under Insurance Contract Law

9) **French liability clause**

Tenant's Risk in respect of French Properties Only

Section One **Buildings**, Section Two **Contents** and Section Five **Valuables** and **Personal Possessions** includes within the limit of liability stated in the schedule damage caused by Acts of Terrorism, in accordance with articles L.126-2 and L.126-3 in the French Code of Insurance.

The policy is extended to include:

The financial consequences of Liability to your landlord which you may incur as tenant of the Insured property in respect of material damage by fire, explosion or water damage, under Articles 1382 to 1384 and 1732 to 1735 of the Civil Code.

Neighbour's and Third Party Risks in respect of French Properties Only

The policy is extended to include:

The financial consequences of the Liability which you may incur under Articles 1382 to 1384 of the Civil Code for any material damage to property of neighbours and third parties resulting from fire, explosion or water damage originating in your premises.

Natural Catastrophe Cover Extension - France in Accordance with French Law

This insurance is extended to cover physical loss or physical damage to the Insured caused directly by the exceptional intensity of a natural agent such as earthquake, landslip or flood. This extension is in accordance with the legal regulations in force on the day of such loss and

is subject to all terms and conditions of this insurance, except as amended by this extension.

Basis of Settlement

Your claim for damage under this extension will be calculated in accordance with the basis of settlement for this insurance. In no event will we pay more than the amount insured. We will deduct from our settlement an amount which is set by law and which you must bear yourself. You undertake not to insure this amount elsewhere.

Notice of Loss

You must notify us of any loss or damage which may result in a claim under this extension as soon as you become aware of it and at the latest within 10 days after publication of the Inter-Ministerial Decree stating that a natural catastrophe has occured.

In the event of loss, if you have taken out more than one policy, which covers physical damage caused directly by the exceptional intensity of a natural agent, you must tell us about such policies within the 10-day period mentioned above. You must submit your claim to the insurer of your choice within the same period.

Claim Payment

We undertake to pay you the amount due under this extension within 3 months from either the date on which you gave us the estimate of the damage or the date of publication of the Inter-Ministerial Decree stating that a natural catastrophe has occured, whichever is the later. If we do not, the amount due will bear interest at the statutory rate from the end of this period, unless our failure to pay is accidental or due to circumstances beyond our control.

10) **Compensation Clause for losses arising from extraordinary events occuring in Spain**

The cover is provided in accordance with Spanish law dated 16th December 1954 when Consorcio de Compensacion de Seguros (Insurance Compensation Consortium) was formed with subsequent adjustment by Royal Decree.

Summary of Legal Rules

a) Extraordinary events covered

The following will be extraordinary events:

- The following natural phenomena: earthquakes and tidal waves, extraordinary floods, volcanic eruptions, unusual cyclonic activities and the fall of astral bodies or meteors
- Violent act resulting from terrorism, rebellion, sedition, insurrection and popular tumult
- Events or acts of the Military Forces or State Security Bodies in peace time

b) Excluded Risks

The following physical losses or damage will not be compensated by the Consorcio de Compensacion de Seguros:

- Those which do not give rise to compensation under Insurance Contract Law
- Those suffered by individuals or goods by an Insurance Contract different from the one containing the compulsory charge in favour of the Consorcio de Compensacion de Seguros
- Those caused by a fault or defect of the insured item
- Those caused by armed conflicts not preceded by a formal declaration of war
- Those considered by the National Government to be a national calamity or catastrophe
- Those arising from nuclear energy
- Those caused by the simple action of time or due to atmospheric conditions different to the natural phenomenon referred to in 10.a) above
- Those caused in the course of public meetings further to the Spanish Ley Organica 9/1983, de 15 de Julio, as well as during a legal strike
- Any kind of indirect losses derived from either direct or indirect damage
- Those caused by acts of bad faith on the part of the Insured

- Those occuring before payment of the first premium
- Those produced while cover is suspended or the Insurance contract is extinguished due to the non payment of premiums
- Those corresponding to policies whose effective date or inception date, whichever is the later, is less than 30 days prior to the date of loss, save for in the case of replacement or substitution of the policy or automatic revaluation of the sum insured

c) Deductible

In the event of any claim under this section a policy excess will apply which is usually 10% of the amount of loss or less. By law it is not possible to insure this excess.

In personal Insurance no deductible will be applied.

d) Facultative Inclusion Agreement in the Ordinary Insurance

Whenever the following clauses are contained in the ordinary policy, first risk Insurance, replacement value insurance, floating capital or capital compensation, those Insurance methods will also be applied, in same terms and to the same assured goods and sum foreseen in the ordinary policy, to the compensation of losses arising from extraordinary risks. These clauses can be included in the extraordinary risks coverage without being included in the original policy.

e) Underinsurance and Overinsurance

In the case of underinsurance, the Insured will be the Insurer (for the corresponding part). If the sum Insured markedly exceeds the value of the loss, only the value of the damage will be indemnified.

f) Procedural acts in the case of loss

In case of loss, the insured shall:

Attend for the purpose of notification the offices of Consorcio de Compensacion or those of the Insurance Company that issued the policy, within 7 days of the Insured becoming aware of the loss. Notification will be in a format prescribed by the Consorcio de Compensacion and will be accompanied by the following documents;

- Copy or photocopy of the premium receipt corresponding to the present annual period certifying payment and specifically showing the amount, date and method of payment
- Copy or photocopy of the following: the Extraordinary Risks Coverage Clause, the General, particular and specific Conditions of the insurance, as well as those of the modifications, appendices insurance attachments, if any
- Copy of the National Identity Card (e.g. your passport) or Fiscal Identity Number of the Insured
- Details of the Bank Office to which the Compensation amounts must be paid, including the Bank Number, branch number, control code and account number, as well as the address of the Bank

Keep any remains that may assist the experts and if this is impossible, then to submit documents evidencing the damages such as photographs or Public Notary certificates. These expenses are the responsibility of the Insured in addition to any other expenses caused by the Insured's failure to reduce or avoid his loss.

In addition, **the Insured** must ensure that no further damage or disappearances occur, as they will be his responsibility.

11) **Earthquake (increased excess) clause**
Section one (**buildings**) does not cover the first £1,000 or 1% of the **buildings** sum insured whichever is the greater for each claim caused by earthquake. This replaces the excess shown in the **schedule**.

12) **Earthquake exclusion clause**
This insurance does not cover loss or damage caused by earthquake.

13) **Currency conversion clause**
The currency equivalent is substituted for sterling amounts.

14) **Hotel and motel clause**
This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
(This clause overrides exclusion (J) of section five.)

15) **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.

16) **Keys clause**
This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while you are absent from the **premises**.

17) **Climatic conditions clause**
This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

18) **Musical instruments clause**
This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

19) **Business-Use Extension Clause No. 1:**

In return for the payment of an extra premium **your** legal liability to the public as defined in section four (i) of this insurance extends to include **your** liability for using the **premises** for the business purposes which are detailed in the **schedule**.
Contents as defined within the policy extends to include computers and **home** office equipment up to 15% of the **contents** sum insured or £2,500, whichever is the less used in connection with **your** profession, occupation or business or employment.

This extension does **not** include:-

- Any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment
- Loss of magnetism or corruption of data
- Compensation for **you** not being able to use the computer or any equipment following loss or damage
- The equipment being confiscated or repossessed
- Dishes, tapes and spools
- The cost of reconstituting any lost or damaged data
- Any business stock or **money** held for business purposes

Endorsement 3 applies to this insurance

20) **Business-Use Extension Clause No. 2:**

Contents as defined within the policy extends to include computers and **home** office equipment up to 15% of the **contents** sum insured or £5,000, whichever is the less used in connection with **your** profession, occupation or business or employment.

This extension does **not** include:-

- Loss of magnetism or corruption of data
- Compensation for **you** not being able to use the computer or any equipment following loss or damage
- The equipment being confiscated or repossessed
- Dishes, tapes and spools
- The cost of reconstituting any lost or damaged data
- Any business stock or money held for business purposes

Endorsement 3 applies to this insurance

21) **Unattended vehicles clause**
This insurance does not cover theft or disappearance of property from any vehicle when **you** leave the vehicle unattended.

22) **Sewers and Septic Tanks**

This insurance is extended to include accidental damage caused by external and visible means from a single identifiable event to:

- Sewers
- Drains
- Septic tanks