
omnyy®



Omnyy Home

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Welcome

Thank you for choosing to insure your home with omnyy, a specialist insurance underwriter providing high quality insurance products to private individuals and families. We create and manage policies as an agent of the Insurer, whose details can be found at the bottom of this page, in performing our duties under this policy.

We are committed to offering high levels of cover and quality service, in the unlikely event that you find our product and service to be below your expectations please do not hesitate to contact us.

For more information about omnyy please visit our website www.omnyy.com



Richard Daws
Head of Private Clients

Omnyy LLP
John Stow House
18 Bevis Marks
London
EC3A 7JB

Company Information

omnyy is a company registered in England and Wales (No.OC359366) whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AG. omnyy is authorised and regulated by the Financial Conduct Authority (FCA Number 541369)

Insurer Information

HDI Global Specialty SE is registered in Germany, registration number HRB 211924. Registered Office Roderbruchstraße 26, 30655 Hannover, Germany. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of their authorisation and regulation by the Financial Conduct Authority are available from them on request.

How To Use This Policy

Please make sure that **you** read **your policy** wording in conjunction with **your statement of fact, schedule, endorsements** and any **specifications** that **you** have provided to **us**.

From time to time **we** may use words that have particular meanings in relation to **your insurance policy**. If a word has a particular meaning relative to **your policy** it will appear in bold and will be explained in the General Definitions section or in the case of Section 4 - Family Protection, also in the Specific Definitions section.

If **you** have any questions about any terms used in **your insurance policy**, please contact **your** insurance intermediary.

How To Make A Claim

Should **you** need to submit a claim or notify **us** of an incident that may lead to a claim, please contact **us** as soon as practicable:

Telephone +44(0) 344 856 2244
Email omnyy.claim@davies-group.com

Our dedicated claims team will be available to assist 24 hours a day, 7 days a week. In order to help **us** respond in the most timely and immediate manner please have **your policy** number to hand (**your policy** number can be found on **your schedule**.)

Whilst recording and acknowledging the details of **your** claim **we** will be able to provide advice and immediate assistance where needed. A record of all conversations will be kept to ensure **we** can handle **your** claim in the best possible manner.

We will do everything possible to make sure that the matter is dealt with quickly and professionally. **We** will advise **you** as to how **your** claim will be dealt with and any **excess** that **you** have to pay.

In some circumstances **we** will need to appoint a **loss adjuster** to ensure the smooth running of the claim and that outcomes and timings meet **your** expectations. In addition to specialist skills, their role is to project manage the claim process and oversee contractors to ensure that **we** can settle **your** claim as quickly as possible.

Where **you** have preferred contractors or suppliers for any part of the claim please advise **us** at the earliest stage possible in order that **we** can consider **your** request.

Other Useful Contacts

For Complaints

We hope that **you** will be very happy with **your** omnyy Home insurance **policy**, but recognise that mistakes happen and things can go wrong.

Should you wish to make a complaint you should follow the process as follows.

As **you** arranged **your** insurance through an insurance intermediary, in the first instance **you** should contact them to detail **your** concerns.

Alternatively, or if **you** remain unhappy with the response that **you** receive from **your** intermediary, please contact omnyy:

Telephone +44 (0)20 7933 2100

Email complaints@omnyy.com

By Post Omnyy LLP
John Stow House
18 Bevis Marks
London
EC3A 7JB

On receipt of **your** complaint **we** will:

- acknowledge the matter and advise who is handling **your** complaint and when **you** can expect to hear from them.
- thoroughly investigate the complaint and respond to **you** with the outcome and **our** decision within 8 weeks. **We** aim to resolve all complaints very quickly, but if **we** feel that **our** investigations may take longer then **we** will contact **you** to update **you** of **our** progress and advise an expected date for a decision.

If **you** remain dissatisfied, or if **you** haven't received a final decision from **us** within 8 weeks, **you** can refer your complaint to the Financial Ombudsman Service (FOS).

Telephone +44 (0)800 023 4567

By Post Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website www.financial-ombudsman.org.uk

Please note that the FOS will only consider **your** complaint if **you** have followed the process above.

You can find out more about the FOS and their complaints criteria by visiting their website or calling their helpline. Following the complaints procedure does not affect **your** right to take legal action.

The Financial Services Compensation Scheme

In the unlikely event that **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

The Financial Services Compensation Scheme provides security for 90% of any liability subject to no upper limit for this kind of insurance **policy**.

Further information about this scheme is available from the FSCS, information can be obtained by visiting the website www.fscs.org.uk or by contacting:

Financial Services Compensation Scheme,
10th Floor, Beaufort House,
15 St Botolph Street,
London,
EC3A 7QU.

Telephone +44 (0)800 678 1100

Email enquiries@fscs.org

Your Insurance Policy

Your omnyy Home insurance **policy** is made up of several documents which form the contract between **you** and **us**.

These documents are:

- The **Statement of Fact**
- The **Policy** Wording
- The **Schedule**

In addition there may be further documents as follows:

- **Endorsement(s)**
- **Specification** of Items/Property Insured

Please take the time to read and understand all of these component parts which detail our obligations to each other.

If there is anything within these documents that **you** do not understand, **you** feel is incorrect or that **you** are unhappy with, please contact **your** insurance intermediary who arranged this **policy** for **you** or, if **you** cannot contact **your** insurance intermediary please contact **us** directly.

All of these documents are important and form our agreement, please keep these documents safe and easily to hand as they will be important in the event of claim.

Statement of Fact

This document records the statements that **you** made when applying for this insurance, **we** have used this information to determine the terms upon which **we** have provided **your** insurance **policy**. As such it is essential that **you** check **your policy** documents carefully to make sure that the cover given meets **your** requirements in full and ensure that all the statements are correct and up to date.

You must also tell **us** about any other information that may affect **our** decision to provide insurance and/or calculate the **premium** and/or terms. If **you** are in any doubt as to whether something needs to be declared to **us**, **we** recommend that **you** contact **your** insurance intermediary.

Failure to provide correct details may prejudice a claim either in whole or in part. It could lead to this insurance being treated as though it had never existed.

Please review this statement of fact to make sure that it remains appropriate should **your** requirements change and advise **your** insurance intermediary accordingly.

We may vary or withdraw cover, amend the **premium** charged and/or the terms of this **policy** to reflect any changes in those circumstances declared.

The Policy Wording

Our standard contract that details the cover provided, exclusions and conditions **you** must comply with. Additionally this document includes other information such as, what **you** need to do if **you** have a complaint, information on how to get help, and definitions of words that have a special meaning.

The **schedule** will show which sections are operative and which are not, cover may be enhanced or reduced to suit **your** personal circumstances by way of **endorsement**.

The Schedule

This document details which sections of the **policy** are applicable and the sums insured and limits that apply to each of those sections. The **schedule** also details the location(s) that are being insured by the **policy** and the main **excesses** that apply to a claim. The **schedule** will show if there are any additional **endorsements** that apply or if there is a **specification** attaching to the **policy**.

The **schedule** is unique to **you** and reflects the limits and cover that **you** have purchased under the terms of this insurance **policy**. It is important that **you** check that the details shown on **your** insurance **schedule** are correct and that **you** review the insurance cover provided against any changes in **your** circumstances.

Endorsements

Endorsements are attachments to the **schedule** that alter the terms of **your** insurance **policy**. **You** should consider any **endorsement** to be part of the insurance **schedule**.

Specification of Items/Property Insured

A **specification** may be attached to the **schedule** to list specific items that are being insured under a section of the **policy** to provide more detail. Any such **specification** is deemed to be part of the insurance **schedule**.

Your Insurance Cover

Please read this section in conjunction with all of **your** other **policy** documents, in particular **your schedule, endorsements** and **specification** as it outlines the cover given and any exclusions or conditions relevant to this section in addition to the general exclusions and general conditions.

The cover given under these sections is only valid within the dates specified on **your schedule** representing **your period of insurance**. The cover is only in force where the relevant section is shown in operation on **your schedule** and **you** have paid the appropriate **premium**.

Where the same or similar cover appears under more than one section, **we** will only pay a maximum of the higher limit stated regardless of how many sections are operative.

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Section 1 – Buildings

This section is in operation where a sum insured under the heading of Buildings appears on **your schedule**. There are specific exclusions that apply to this section.

What Is Covered

Damage to buildings which are owned by **you** or for which **you** are responsible, at an insured address shown on **your schedule** as a result of a sudden or unforeseen event which is not specifically excluded, **we** will pay the cost incurred of repairs, replacement or reinstatement.

We will not pay more than the sum insured shown in the **schedule** unless stated in Additional Covers, plus any amount that **we** allow for indexation.

Additional Covers – In addition to the sum insured

These additional covers automatically apply if the **buildings** section is in operation.

Alternative Accommodation

We will pay, the cost of comparable alternative accommodation for **you**, **your** domestic pets and horses incurred whilst **your home** cannot be lived in as a result of **damage we** have covered under this section for a period of up to three years.

There is no limit to the reasonable cost of this cover, providing that **you** co-operate fully with **us** and return to **your home** as soon as is reasonably possible.

Discretionary Reward

We may pay, at **our** discretion, any individual or organisation (other than the Police, **you**, **your guest** or an insured relative), for information which leads to the arrest and conviction of any person(s) who commit(s) an illegal act which results in a valid claim under this **policy**.

Energy Income

We will pay, up to £50,000 to replace lost income that **you** would have been paid by a utility company for selling the excess electricity produced by **your** solar, wind or geothermal electrical power generating system but were unable to do so following **damage**. Providing that **you** begin to replace or repair **your** solar, wind or geothermal power generating system within 30 days from the date of the **damage**.

Environmental Upgrades

In the event of a loss exceeding £10,000, **we** will pay, to repair or rebuild **your home** with environmentally friendly and energy efficient building materials up to a maximum additional cost over and above that of conventional materials not exceeding 50% of the value of loss up to a maximum of £25,000 subject to **our** prior written agreement.

Extended Rebuilding Cost

Where this is shown as the basis of reinstatement on **your schedule**, **we** will pay the full cost of rebuilding or repairing the **damage**, not limited by the sum insured.

If **your home** is Grade 1 Listed or Grade 2* Listed (or local equivalent) the maximum **we** will pay is 125% of the sum insured on **your schedule** at the time of loss.

Extended rebuilding cost does not apply:

- If the **buildings** are outside of the United Kingdom unless otherwise agreed by us in writing.
- If any additions, alterations or improvements have been made to the **buildings** since **your policy** was inception, unless you have amended the sum insured to reflect the new reinstatement value.
- If you do not repair, replace or rebuild **your home** at the same location.
- if you do not commence the repair or reinstatement within 180 days of the date of a partial loss.

Home Upgrades

If **we** pay a claim that **you** make for **damage to buildings** caused as a result of flood or escape of water that exceeds £10,000, **we** will assist **you** with a contribution towards the costs of providing or installing preventative measures that have been suggested by **our** contractor, that **we** approve and that **you** agree. The maximum that **we** will pay is £20,000 for flood prevention measures and £2,500 for escape of water detection, subject to **our** prior written agreement.

Land

We will pay up to 25% of the **buildings** sum insured at the location where the loss occurs, to stabilise, excavate or replace land around or under the **buildings**, required as a result of **damage** covered by this section of the **policy**.

Loss of Rent

We will pay for any rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of **damage** **we** have agreed to pay for under this section. The maximum period **we** will pay for is 3 years.

New Home Purchase

When **we** already insure the **buildings** of **your** main residence and **you** are buying a new main residence within the United Kingdom, that is in a good state of repair, and is not currently insured by the vendor, **we** will automatically cover the **buildings** at the new address.

This cover applies to **damage** up to the amount insured for the **buildings** of **your** existing main residence. The cover is in force from the time **you** exchange contracts until **your** new insurance starts or the purchase is complete providing that this period does not exceed 30 days.

This cover is subject to **your** new **home** meeting **our** risk acceptance criteria and that **we** would have accepted the risk had **we** known about it in advance.

Additional Covers – Within the sum insured

These additional covers automatically apply if the **buildings** section is in operation.

Building Works and/or Refurbishment

We will pay for **damage** directly or indirectly caused by or relating to extension, restoration, repair, redecoration, maintenance or other similar work where the value of the work is less than £100,000 providing that **you** have not entered into a contract which removes or limits **your** legal rights of recourse against a contractor.

You must provide **us** with full details of any building work where the estimated value of the works is in excess of £100,000 or where signing any contract which, in any way, removes or limits **your** legal rights of recourse against a contractor.

If **you** do not notify **us** and provide **us** with full details of a project with a contract value exceeding £100,000 before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy** unless **we** have accepted this in writing.

Disability Alterations

We will pay up to £100,000 towards the cost of reasonable and necessary alterations to facilitate access to **your home** and allow **you** to live unassisted if **you** become **permanently physically disabled** as a result of **injury** resulting from an accident during the **period of insurance**.

We will only pay these costs:

- if **we** agree to the alterations and **our** contribution towards them before the alterations are carried out; and
- if **you** allow a medical adviser chosen by **us** to examine **you** and **you** provide all medical records.

For the purpose of this Additional Cover the definition of **you** does not include domestic employees who live in the **home**.

Emergency Access to the Home

We will pay up to £10,000 to repair **damage** to **your home**, which occurs as a result of forcible entry to the **home** to attend a medical emergency.

Emergency Power

We will pay up to £2,500 for the costs of hiring a generator system following a covered loss, if **your home** is without power for a period exceeding 24 hours.

Energy Expenses

We will pay, up to £50,000 for the costs of purchasing additional electrical power from a utility company for **your** own consumption following **damage** to **your** solar, wind or geothermal energy electrical power generating system, providing that **you** begin to replace or repair **your** solar, wind or geothermal power generating system within 30 days from the date of the **damage**.

Fees and Additional Expenses

Following **damage** to the **buildings we** will pay costs reasonably and necessarily incurred for:

- architects, surveyors, consulting engineers, legal and other associated fees.
- removal of debris including removal of fallen trees and branches.
- compliance with statutory regulations or local authority requirements.

We will not pay for any the costs of preparing any claim that **you** make against **us**.

Fixed Furnishings and Appliances

Should **your home** be rented out **unfurnished** and **you** have forgotten to include an insured amount for **general contents**. **We** will automatically insure **your** carpets, curtains and domestic appliances for up to £10,000 against **damage** occurring during the **period of insurance**, provided they are not insured elsewhere.

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost, **we** will not deduct any amount for wear and tear.

Forced Evacuation

We will pay, subject to **our** prior written consent, for the costs of reasonable alternative accommodation for a maximum period of 12 months for **you** and **your** domestic pets and horses where **you** have been prohibited from living in **your home** by a local authority as a direct result of **damage** occurring to a neighboring property which would have been covered if it were insured under the terms and conditions of this **policy**.

We will also pay for essential purchases that **you** had to make following this evacuation up to a maximum of £5,000

Garden and Land at Premises

We will pay up to 10% of the **buildings** sum insured at the location where the **damage** occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden and other land within the curtilage of **your** property, including removal of litter and waste and the repair of gates and fences damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft.
- collision by vehicles, animals, aircraft (or anything dropped from aircraft).
- the emergency services attending an emergency at **your home** or a neighboring property.
- falling pylons, lamp posts, telegraph poles.
- any unlawful trespass or fly-tipping.
- occupation by persons not permitted by **you**.

We will not pay more than £5,000 for any one tree, shrub or plant.

Large Loss Waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £20,000 other than in respect of claims for subsidence, landslip or heave where the **excess** shown on the **schedule** will apply irrespective of the claim amount.

Loss of Domestic Heating Fuel and Metered Water

We will pay up to £10,000 for the loss of metered water or oil from **your** fixed domestic water or heating installation as a result of **damage** covered by this section of the **policy**.

Loss of Keys

We will pay the cost of replacing locks and keys to **your home**, if they are lost, stolen or damaged and where there is a reasonable expectation that those keys may be linked to **your** premises.

Memorial Stones

We will pay up to £10,000 for **damage** to a memorial stone or plaque situated anywhere in the **United Kingdom** in memorial of **your** parent, spouse, partner or child.

Mitigation of Further Losses

In the event of **damage** to **your** property where **we** have paid in excess of £10,000, **we** will pay up to £5,000 for costs which **you** incur with **our** prior consent in taking reasonable measures to avoid further losses covered by this section of the **policy**.

New Additions and Alterations

We will pay up to 25% of the appropriate building sum insured at where the loss occurs for **damage** to new additions or alterations providing that **you** advise us within 30 days of completion and pay the appropriate **premium**.

Oil Damage

We will pay up to £100,000 in any one **period of insurance** for **damage to your home** caused by the escape of oil from a fixed domestic heating installation. We will also pay for the cost of clearing up contaminated or polluted land or water at **your home** caused by a sudden, accidental and identifiable leak in **your** domestic oil installation.

Pet Damage

We will pay up to £5,000 in any one **period of insurance**, for any **damage to your home** caused by **your** domestic pets. We will not pay for any **damage** caused by bloodstock, poultry or livestock.

Property Repossession

We will reimburse **you** up to £5,000 in the **period of insurance** for costs that **you** have incurred in taking legal and lawful possession of **your home** or other properties that **you** hold full legal title to from a third party who is occupying the premises in full or in part without legal right.

Removal of Nests

We will pay up to £5,000 in the **period of insurance** for the costs associated with the professional removal and disposal of nests of birds or stinging insects from **your home** where these nests are causing **damage to your home** or pose a health risk to **you** and providing that any removal is in line with the appropriate regulations.

Security Upgrade

Following **damage** for theft or attempted theft from the property for which **we** have paid in excess of £10,000, **we** will pay up to 25% (subject to a maximum of £1,000) of the costs of improving the security at **your** property with **our** prior consent.

Stabling Away From the Home

We will pay up to £10,000 for **damage** to stabling away from **your home** that **you** are legally responsible for as a result of an incident which would have been covered under the terms of this section of the **policy** if the stabling were part of **your home**.

Temporary Removal of Fixtures

We will pay up to 25% of the **buildings** sum insured for permanent fixtures and fittings removed from the **buildings** for up to 60 days for repair, restoration or safe keeping.

Trace and Access

We will pay for costs incurred, including the necessary cost of removing and reinstating any part of **your home**, to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**.
- from the underground service pipes to the **home** for which **you** are legally responsible provided that the leak occurs during the **period of insurance**.

We will not pay for the cost of any **damage** to **your** household heating or water system itself.

Unfixed Building Materials

We will pay up to 25% of the **buildings** sum insured up to a maximum of £250,000 for **damage** as a consequence of fire or theft, to newly acquired unfixed building materials and supplies owned by **you** and kept within the grounds of **your home** for use in the construction, maintenance or alteration of **your home**. This cover is subject to all appliances and easily removable materials being kept secured and not left in the open.

What Is Not Covered

We do not cover any **damage** caused:

- by misuse, faulty workmanship or design, or the use of faulty materials.
- by repair, alteration, refinishing, dyeing, cleaning or renovating.
- by wear and tear, gradual deterioration, rust or oxidation.
- by rot, fungus, insects, vermin, pests, atmospheric or climatic conditions.
- by normal settlement, or shrinkage or by subsidence of newly made up ground.
- by demolition, alteration, repair, or any similar work on the **buildings**.
- by a contaminant, pollutant, waste, smog, industrial or agricultural smoke.
- by anything which happens gradually, other than subsidence or heave.
- by mechanical or electrical faults or breakdown.
- by storm or flood to gates, hedges, fences and open sided **buildings** unless caused by impact from falling trees or telegraph poles.
- by coastal or river erosion.
- by subsidence to domestic tanks, permanent swimming pools, ornamental man-made ponds, fountains, cesspits, septic tanks, terraces, patios, hard tennis courts, driveways, footpaths, boundary and garden walls, gates, railings, hedges and fences unless the main house is damaged at the same time by the same cause.
- to solid floors unless the foundations under the load bearing walls are physically damaged at the same time by the same cause.
- whilst **your home** is **unfurnished** or **unoccupied** by:
 - the escape of water from fixed central heating and water systems, domestic tanks, apparatus or pipes.
 - **damage** caused by freezing or bursting unless the central heating system is switched on and maintained in operation at a minimum of 15 degrees celsius or alternatively the water supply is turned off and the system drained.
 - theft, attempted theft, malicious damage or vandalism.

You will be responsible for any **excess** shown in **your schedule** other than:

- for claims in excess of £20,000 where the large loss waiver applies.
- for claims for lock and key replacement.
- for claims for removal of nests.

Section 2 – General Contents

This section is in operation where a sum insured under the heading of General Contents appears on **your schedule**. There are specific exclusions that apply to this section.

What Is Covered

Damage to general contents which are owned by **you** or for which **you** are responsible, at an insured address shown on **your schedule** and whilst temporarily removed anywhere in the world, as a result of a sudden or unforeseen event which is not specifically excluded.

We will pay:

- the cost of replacement, or
- the cost of repairs for those items which can be economically repaired.

We will not make any deduction for wear, tear or depreciation and the sum insured will not be reduced by the amount paid under any claim.

We will not pay more than the sum insured shown in the **schedule unless stated in Additional Covers, plus any amount that **we** allow for indexation.**

We will not pay more than:

- £10,000 for any one rowing boat, dinghy, hand propelled boat, surfboard, sailboard, jet ski and their accessories.
- £10,000 for any one trailer or non-motorised horsebox.
- £10,000 for any one motorcycle, quad bike, golf cart, garden vehicle or vehicle designed to assist disabled persons.

Additional Covers – In addition to the sum insured

These additional covers automatically apply if the **general contents** section is in operation.

Alternative Accommodation

We will pay the cost of comparable alternative accommodation for **you, **your** domestic pets and horses incurred whilst **your home** cannot be lived in as a result of **damage we** have covered under this section for a period of up to three years.**

There is no limit to the reasonable cost of this cover, providing that **you** co-operate fully with **us** and return to **your home** as soon as is reasonably possible.

Extended Replacement Cost

We will pay up to 125% in total of the sum insured for **general contents providing that **you** provide **us** with a valuation that is no more than 2 years old at the time of the loss and that **you** have adjusted this following **our** appraisal (where applicable) and in respect of any re-valuation or addition to **your general contents** sum insured. This calculation does not include any other allowances for increased sums insured given under this section such as Gifts or New Acquisitions.**

Gifts

We will pay up to 25% of the sum insured by this section up to a maximum of £50,000 following **damage** to gifts in **your** main residence purchased by **you** for someone other than **you**.

Hired Equipment

We will pay up to £50,000 to replace or repair damaged equipment that **you** have hired, caused only and directly by **damage** to **your buildings** or **general contents** which is covered under this insurance providing that this equipment is not classified as hazardous or flammable material.

Loss of Rent

We will pay for any rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of **damage** we have agreed to pay for under this section. The maximum period we will pay for is 3 years.

Marquees

We will pay up to £50,000 for any **damage** to any marquee, associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for whilst at a **home** insured by this section of the **policy** and shown in the **schedule** provided the marquee and associated property is not insured elsewhere.

New Acquisitions

The **general contents** sum insured at each **home** insured by this section and shown in the **schedule** is increased by 25% up to a maximum of £50,000 to cover newly acquired **general contents** provided **you** advise **us** within 60 days of the date of purchase and **you** pay any additional **premium** due.

Other Homes

We will pay up to 50% of the sum insured for **general contents** for **your** main residence subject to a maximum amount of £100,000 in the event of **damage** to **general contents** at a private residence within the **United Kingdom** which **you** own or live in which is not shown on **your policy schedule** provided **you** advise **us** within 30 days of first occupying the additional **home** and **you** pay any additional **premium** due.

This cover is subject to **your** new **home** meeting **our** risk acceptance criteria and that **we** would have accepted the risk had **we** known about it in advance.

Jury Duty

We will pay for any loss of net income that **you** have suffered as a result of attending Jury Duty where **you** have been unable to defer **your** attendance, up to a maximum of £20,000 in any **period of insurance**.

Mitigation of Further Losses

In the event of **damage** to **your** property where **we** have paid in excess of £10,000, **we** will pay up to £5,000 for costs which **you** incur with **our** prior consent in taking reasonable measures to avoid further losses covered by this section of the **policy**.

Personal Property of Guests and Domestic Employees

We will pay up to £50,000 for any **damage** to the possessions of **your guests** and domestic employees whilst in any **home** insured by this section of the **policy** provided the possessions are not insured elsewhere. This section excludes any items defined as **Collections and Valuables** or **Money**, **we** will not pay where more specific insurance exists.

Property Repossession

We will reimburse **you** up to £5,000 in the **period of insurance** for costs that **you** have incurred in taking legal and lawful possession of **your home** or other properties that **you** hold full legal title to from a third party who is occupying the premises in full or in part without legal right.

Theft of Pets

We will pay up to £1,000 toward cost of purchasing a new animal if **your** Dog, Pony or Horse is stolen from **your home**, we will also pay when **your** pet is returned to **you** but suffers a fatal injury or has to be put down within 90 days of having been returned. This cover only applies when **you** have reported the incident to the Police and have a crime reference number. The most that **we** will pay under this section is £3,000 in any single occurrence and £5,000 in any **period of insurance**.

Unfixed Tenants Improvements

We will pay up to 25% of the **general contents** sum insured up to a maximum of £50,000 for newly acquired unfixed building materials, supplies and appliances owned by **you** and kept within the grounds of **your home** and awaiting installation. This cover is subject to all appliances and easily removable materials being kept secured in an appropriate manner and not left in the open

Additional Covers – Within the sum insured

These additional covers automatically apply if the **general contents** section is in operation.

Aggravated Loss Excess Waiver

We will pay the claim in full without any deduction for **your policy excess** for any claim for **damage** as a result of an insured event where **you** have been subject to assault, aggravated burglary or aggravated theft.

Building Works and/or Refurbishment

We will pay for **damage** directly or indirectly caused by or relating to restoration, repair, redecoration, maintenance or other similar work where the value of the work is less than £100,000 providing **you** have not entered into a contract which removes or limits **your** legal rights of recourse against a contractor.

You must provide **us** with full details of any building work, heat processes, or other similar work, where the estimated value of the works is in excess of £100,000 or where signing of any contract which, in any way, removes or limits **your** legal rights of recourse against a contractor.

If **you** do not notify **us** and provide **us** with full details (which are agreed by **us** in writing) of a project with a contract value exceeding £100,000 before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

Care Home

We will pay up to 20% of the total sums insured for **general contents** up to a maximum amount of £25,000 belonging to **your dependent relatives** whilst at a nursing **home**, hospice or residential care **home**, providing these items aren't insured elsewhere.

Collections and Valuables under General Contents Cover

We will pay up to 50% of the unspecified single article limit (£12,500) for **valuables** and up to the unspecified single article limit (£50,000) for **collections** that **you** have accidentally not declared in **your** sum insured under the **collections and valuables** section, providing that the sums insured declared under **your general contents** sum insured has adequate provision for these items and **you** have insured for full value for this section of the **policy**.

Data and Digital Music Replacement

We will pay up to £10,000 towards the costs incurred in retrieving or reconstructing **your** personal data or digital music **you** have paid for, that is stored in a computer in **your home** and lost as a result of **damage** covered under this section of the **policy**.

Discretionary Reward

We may pay, at **our** discretion, any individual or organisation other than the Police, **you, your guest** or an insured relative, for information which leads to the arrest and conviction of any person(s) who commit(s) an illegal act which results in a valid claim under this **policy**.

Domestic Heating Fuel and Metered Water

We will pay up to £10,000 for the loss of metered water or oil from **your** fixed domestic water or heating installation as a result of **damage** covered by this section of the **policy**.

Emergency Access to the Home

We will pay up to £10,000 to repair **damage** to **your home** which occurs as a result of forcible entry to the **home** to attend a medical emergency.

Food Spoilage

We will pay the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature following an interruption in power supply, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.

Forced Evacuation

We will pay for the additional costs of reasonable alternative accommodation for a maximum period of 12 months for **you** and **your** domestic pets and horses where **you** have been prohibited from living in **your home** by a local authority as direct result of **damage** occurring to a neighboring property which would have been covered if it were insured under the terms and conditions of this **policy**.

We will also pay for essential purchases that **you** had to make following this evacuation up to a maximum of £5,000.

Full Time Students

We will pay up to 10% of the **general contents** sums insured for **damage** to **general contents** belonging to any member of **your** household whilst at their student accommodation. Theft cover is excluded unless the resultant loss is due to forcible and violent means.

We will pay for any unrecoverable course fees, examination fees and/or residential fees for any full time student member of **your** family which **you** have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or withdrawal of the student member from their course as a result of their death or becoming incapacitated due to an accident or long term illness.

We will also pay for additional costs reasonably incurred should the student have to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming incapacitated due to an accident or long term illness.

The most **we** will pay under this section is £10,000 in any **period of insurance**.

Hire Of Replacement Golf Clubs Overseas

We will pay up to £5,000 for the hire of replacement golf clubs following **damage** to **your** golf clubs or any that **you** may have hired or borrowed whilst playing golf outside the **United Kingdom**.

Incidental Business Protection

The most that **we** will pay under this sub section is £50,000 in any **period of insurance**, subject to not being more specifically insured elsewhere and not with-standing the fact that **we** will not contribute where this is insured elsewhere and **we** will not pay where the **business** is not solely owned by **you**, subject to the section limits below:

Debts

We may, at **our** sole discretion, pay **you** up to £25,000 for amounts owed to **you** which **you** are unable to recover as a direct result of **damage** to **your home** office **business** accounts and records during the **period of insurance**, provided the **damage** is covered under this insurance. **We** will not pay under this section where **we** have paid under 'records'.

Equipment

We will pay up to £25,000 to replace or repair damaged **business equipment** caused only and directly by **damage** to **your buildings** or **general contents** which is covered under this insurance providing that this **business equipment** is not classified as hazardous or flammable material.

Increased Cost of Working

We will pay up to £25,000 towards any increased cost of carrying on **your home** office **business** caused only and directly by **damage** to **your buildings** or **general contents** which is covered under this insurance or an accidental failure in the supply of gas, water, electricity, telephone or internet service to **your home** for more than 48 consecutive hours during the **period of insurance**.

This cover will start from the date on which the **damage** happens or the service interruption starts and will continue until **you** are able to start work at **your home** again providing this period does not exceed 3 months.

Records

We will pay up to £25,000 to replace damaged **business** records or data caused only and directly by **damage** to **your buildings** or **general contents** which is covered under this insurance. **We** will not pay under this section where **we** have paid under 'debts'.

Stock

We will pay up to £25,000 to replace damaged **business stock** at cost price to **you** caused only and directly by **damage** to **your buildings** or **general contents** which is covered under this insurance providing that this **business stock** is not classified as hazardous or flammable material.

Large Loss Waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £20,000 other than in respect of claims for subsidence landslip or heave where the **excess** shown on the **schedule** will apply irrespective of the claim amount.

Loss of Domestic Heating Fuel and Metered Water

We will pay up to the **general contents** sums insured for the loss of metered water or oil from **your** fixed domestic water or heating installation.

Loss of Keys

We will pay the necessary cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost, stolen or **damaged** and where there is a reasonable expectation that those keys may be linked to **your** premises.

Memorial Stones

We will pay up to £10,000 for **damage** to a memorial stone or plaque situated anywhere in the **United Kingdom** in memorial of **your** parent, spouse, partner or child.

Money

We will pay up to

- £10,000 for **damage to money**, or
- £20,000 for **damage to money** if in a professionally installed, locked safe at **your home**, providing the cash rating of the safe is suitable for the amount being held.

Outdoor Items

We will pay for **damage** to **outdoor items** within the boundaries of the **home**. **We** will pay up to 25% of the **general contents** sum insured shown on **your policy schedule** up to maximum amount of £10,000 per item.

Pairs, Sets and Suites

In the event of **damage** to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss and any depreciation, or
- the cost to replace the lost or damaged part.

In the event that **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite, or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the **damage**.

You agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

Personal Documents

We will pay up to £10,000 towards the costs incurred in replacing lost or damaged deeds and manuscripts, **we** will not pay when **we** have paid for the same event under **Incidental Business** Protection.

Pet Damage

We will pay up to £5,000 in any **period of insurance** for any **damage** to **your home** caused by **your** domestic pets. **We** will not pay for any **damage** caused by bloodstock, poultry or livestock.

Removal of Debris

Following **damage** to the **general contents** covered by this section of the **policy** **we** will pay reasonable and necessarily incurred costs incurred for the removal of debris arising from the **damage**.

Security Upgrade

Following a claim for theft or attempted theft from the property for which **we** have paid in excess of £10,000, **we** will pay up to 25% (subject to a maximum of £1,000) of the costs of improving the security at **your** property with **our** prior consent.

Trace and Access

We will pay for costs incurred, including the necessary cost of removing and reinstating any part of **your home**, to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**
- from the underground service pipes to the **home** for which **you** are legally responsible provided that the leak occurs during the **period of insurance**.

We will not pay for the cost of any **damage** to **your** household heating or water system itself.

What Is Not Covered

We do not cover any **damage** caused:

- by theft or attempted theft by deception unless deception is used solely to gain entry to **your home**.
- by misuse, faulty workmanship or design, or the use of faulty materials.
- by repair, alteration, refinishing, dyeing, cleaning or renovating.
- by wear and tear, gradual deterioration, rust or oxidation.
- by rot, fungus, insects, vermin, pests, atmospheric or climatic conditions.
- by normal settlement, warping or shrinkage.
- by a contaminant pollutant, waste, smog, industrial or agricultural smoke.
- by anything which happens gradually, including rising damp other than subsidence or heave.
- by mechanical or electrical faults or breakdown.
- by coastal or river erosion.
- to motorised vehicles other than:
 - motorcycles and go-karts less than 51cc, motorised quad bikes, golf karts, buggies, toys and domestic gardening equipment within the boundaries of the land belonging to the **home**.
 - vehicles designed to assist disabled persons which are not registered for road use.
- to trailers and horseboxes whilst being towed.
- to rowing boats, dinghies or sailboards whilst they are being raced.
- to animals, birds or fish.
- to **general contents** or **collections** occurring whilst in storage unless removed to a professional storage facility:
 - by theft or attempted theft unless involving forceable and violent entry to or exit from the storage premises.
 - if the period of storage exceeds 60 days unless you have agreed this with **us** and paid any additional **premium** required.
- to **valuables** whilst in storage.
- to **valuables** and **money** belonging to visitors and domestic staff.
- by any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
 - the escape of water from fixed tanks, apparatus or pipes and **damage** caused to such items by freezing or bursting unless the central heating system is switched on and maintained in operation at a minimum of 15 degrees celsius or alternatively the water supply is turned off and the system drained.
 - theft, attempted theft, malicious damage or vandalism.
 - additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation.
- by maintenance or routine redecoration.
- by loss caused by **you** not receiving goods or services **you** have paid for through any internet website or any other distance purchasing method.

You will be responsible for any **excess** shown in **your schedule** other than for claims:

- in excess of £20,000 where the large loss waiver applies.
- for food spoilage.
- for lock and key replacement.

Section 3–Collections and Valuables

This section is in operation where a sum insured under the heading of Collections and Valuables appears on **your schedule**. There are specific exclusions that apply to this section.

What Is Covered

Damage to collections or valuables which are owned by **you** or for which **you** are responsible, at an insured address shown on **your schedule** and whilst anywhere in the world whilst temporarily removed.

We will pay:

Specified Items

- the market value at the time of the loss or the sum insured shown on the schedule or specification whichever is the greater if the item, pair or set is lost or damaged beyond economic repair, or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

Provided that:

- **you** can provide a professional valuation for the specified item which is no more than 3 years old at the time of loss,
- **you** adjusted the sum insured following **our** appraisal (where applicable),
- the valuation used for the purpose of this calculation is the most up to date valuation that has been undertaken or scheduled,
- **you** can provide an acceptable independent valuation which supports the revised amount being claimed.

We will not pay more than:

- the sum insured for **collections** and valuables as shown in the schedule.
- an uplift of more than 200% of the item concerned.
- an uplift of more than £250,000 in the **period of insurance**.

Unspecified Items

- the market value at the time of the loss if the item, pair or set is lost or damaged beyond economic repair, or
- the cost of repairs and any loss in market value if the item, pair or set is partially damaged.

We will not pay more than:

- £50,000 per article for unspecified **collections**.
- £25,000 per article for unspecified valuables.

Additional Covers – In addition to the sum insured

These additional covers automatically apply if the **collections and valuables** section is in operation.

Artist Death

We will pay for the increased value of **collections** and **valuables** where such increase is due to the death of the artist provided that this occurs within 12 months prior to the date of any **damage** providing that the artist dies whilst **you** were insured by **us**.

The maximum amount **we** will pay under this Additional Cover is 200% of sum insured for any one piece of art and up to £250,000 in total in any one **period of insurance**.

Discretionary Reward

We may pay, at **our** discretion, any individual or organisation other than the Police, **you**, **your guest** or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this **policy**.

Mitigation of Further Losses

In the event of **damage** to **your** property where **we** have paid in excess of £10,000, **we** will pay up to £5,000 for costs which **you** incur with **our** prior consent in taking reasonable measures to avoid further losses covered by this section of the **policy**.

New Acquisitions

The **collections and valuables** sum insured at each **home** insured by this section and shown in the **schedule** is increased by 25% up to a maximum of £50,000 to cover newly acquired **collections and valuables** provided **you** advise **us** within 60 days of the date of purchase and **you** pay any additional **premium** due.

Recovery

We will pay the reasonable and necessary costs **you** have incurred in retrieving any part of **your collection** or **valuables** that has been lost or stolen, or to find a suitable replacement or to assist with police investigations.

Security Upgrade

Following a claim for theft or attempted theft from the property for which **we** have paid in excess of £10,000, **we** will pay up to 25% (subject to a maximum of £1,000) of the costs of improving the security at **your** property with **our** prior consent.

Unfinished Commissions

We will pay for any unrecovered monies for any commissioned items that **you** have paid for that will not be delivered to **you** by the Artist due to the death of that Artist.

We will not pay for more than the appropriate unspecified single article limit shown on the **schedule** for any one commission and not more than 10% of the unspecified insured value under the appropriate section in any one **period of insurance**. **We** will not pay if **you** have changed **your** mind on a commission and have paid a non-returnable deposit or where **you** cannot satisfy **us** that all other recovery methods have failed.

Additional Covers – Within the sum insured

These additional covers automatically apply if the **collections and valuables** section is in operation.

Defective Title

We will pay up to the sum insured of the item or the unspecified limit where the item is specified, if it is proved that **you** do not have good title to an item and **you** are legally obliged to return it to its rightful owner and **you** cannot recover the value, provided that:

- the item was purchased by **you** during the **period of insurance**,
- the rightful owner's claim for the item's return first occurs during the **period of insurance**,
- **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase,

- **you** purchased the items from a dealer or auctioneer who is a member of at least one of the following:
 - Association of Regional Valuers and Auctioneers
 - British Antique Dealers Association
 - London and Provincial Antique Dealers Association
 - Royal Institution of Chartered Surveyors Arts and Antiquities Faculty
 - Society of Fine Art Auctioneers
 - Society of London Art Dealers

Guns in Use

We will pay for any **damage** to guns whilst they are in use by **you** in accordance with **your** license and any other relevant laws or restrictions. **We** will also pay any legal costs that **you** have incurred through the mis-identification and subsequent shooting of any protected avian species up to a maximum of £5,000 in any **period of insurance**, but not any fines levied against **you**.

We will not pay for any **damage** as a result of **you** using any ammunition for which **your** gun is not proofed and/or chambered. **We** will not pay for any **damage** resulting from confiscation or license revocation.

Large Loss Waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £20,000 other than in respect of claims for subsidence, landslip or heave where the **excess** shown on the **schedule** will apply.

Loaned Items

We will pay up to 25% of the sum insured under this section, up to a maximum of £100,000, for **damage** to any items whilst on loan at a registered, permanent Exhibition, Gallery or Museum, where the items cannot be covered by them and where there is a contractual agreement between **you** and the exhibitor in place.

Pairs, Sets and Suites

In the event of **damage** to part of a pair, set, suite or items of a uniform matching nature, design or colour **we** will pay whichever of the following is the least:

- the cost to repair the damaged part to its condition immediately before the loss and any depreciation; or
- the cost to replace the lost or damaged part.

In the event that **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the **damage**.

You agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

Pet Damage

We will pay up to £5,000 in any one **period of insurance** for any **damage** to **your collections and valuables** caused by **your** domestic pets. **We** will not pay for any **damage** caused by bloodstock, poultry or livestock.

Removal of Debris

Following **damage** to the **collections and valuables** covered by this section of the **policy** **we** will pay reasonable and necessary costs incurred for the removal of debris arising from the **damage**.

Vaulted Items

We will pay, up to 25% of the sum insured declared on **your schedule** as being in a bank vault or secure depository whilst temporarily removed for a period of not more than 30 days.

What Is Not Covered

We do not cover any **damage** caused:

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**.
- misuse, faulty workmanship or design, or the use of faulty materials.
- repair, alteration, refinishing, dyeing, cleaning or renovating.
- wear and tear, gradual deterioration, rust or oxidation.
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions.
- normal settlement, warping or shrinkage.
- a contaminant pollutant, waste, smog, industrial or agricultural smoke.
- anything which happens gradually, including rising damp other than subsidence or heave.
- mechanical or electrical faults or breakdown.
- coastal or river erosion.
- maintenance or routine renovation.
- to **collections** occurring whilst in storage unless:
 - removed to a professional storage facility.
 - by theft or attempted theft involving force and violence to gain entry or exit.
 - if the period of storage exceeds 60 days unless you have agreed this with **us** and paid any additional **premium** required.
- to **valuables** whilst in storage.
- to **valuables** and **money** belonging to visitors and domestic staff.
- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
 - the escape of water from fixed tanks, apparatus or pipes and **damage** caused by freezing or bursting of such items unless the central heating system is switched on and maintained in operation during at a minimum of 15 degrees celsius or alternatively the water supply is turned off and the system drained.
 - theft, attempted theft, malicious damage or vandalism.
- loss caused by **you** not receiving goods or services **you** have paid for through any internet website or any other distance purchasing method.

You will be responsible for any **excess** shown in **your schedule** other than for claims in excess of £20,000 where the large loss waiver applies.

Section 4 – Family Protection

This section is in operation where the heading of Family Protection appears on **your schedule**. There are specific conditions, exclusions and definitions that apply to this section.

What Is Covered

This section provides **you** with the following family protection anywhere in the world except those places listed on the H.M. Foreign and Commonwealth Affairs Office Travel Warnings list at the time of loss, unless stated otherwise or an exclusion applies.

Accidental death and injury

Cover for **loss of life, loss of speech, loss of hearing, loss of hand, loss of both hands, loss of foot, loss of both feet, loss of sight of an eye, loss of sight of both eyes, loss of thumb and index finger, or mutilation** which:

- is sudden, unforeseen, and unexpected and
- is independent of any illness, disease or other bodily malfunction and
- happens by chance and
- arises from a source external to the victim and
- occurs within one year of the **car-jacking, stalking, child abduction, hijacking, aggravated burglary or aggravated assault**.
- or, is as a direct result of fire, lightning, explosion in **your home** during the **period of insurance**.

Up to a maximum of £100,000; subject to the following sub limits:

- **Loss of life**, £100,000.
- **Loss of speech and loss of hearing**, £100,000.
- **Loss of both hands**, £100,000.
- **Loss of both feet**, £100,000.
- **Loss of sight of both eyes**, £100,000.
- **Loss of speech**, £50,000.
- **Loss of hearing**, £50,000.
- **Loss of one hand**, £50,000.
- **Loss of one foot**, £50,000.
- **Loss of sight of an eye**, £50,000.
- **Loss of thumb and index finger**, £25,000.
- **Mutilation**, £25,000.

Additional Covers

Aggravated Assault

We will pay for expenses **you** incur solely and directly as a result of an **aggravated assault**.

This section covers the reasonable costs for:

- related medical expenses, up to £25,000 for each person up to a maximum of £50,000 for each **aggravated assault**, when incurred within one year after the **aggravated assault**.
- related psychiatric services up to £25,000 for each person up to a maximum of £50,000 for each **aggravated assault**, as prescribed by a physician, psychologist or other authorised mental health professional, when incurred within one year after the aggravated assault.
- related rest and recuperation expenses for **you**, up to a maximum of £5,000, for each **aggravated assault**, as prescribed by a physician, psychologist or other authorised mental health professional not related to **you** when incurred within 180 days after the **aggravated assault**.
- net salary lost during the first 60 days after the **aggravated assault**, up to £25,000 for each person up to a maximum of £50,000 for each aggravated assault, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans.

We may pay, at **our** discretion, any individual or organisation other than the Police, **you**, **your guest** or an insured relative, for information which leads to the arrest and conviction of any person(s) who caused the **aggravated assault**.

Aggravated Burglary

We will pay for expenses **you** incur solely and directly as a result of an **aggravated burglary**.

This section covers the reasonable costs for:

- related medical expenses, up to £25,000 for each person up to a maximum of £50,000 for each **aggravated burglary**, when incurred within one year after the **aggravated burglary**.
- related psychiatric services up to £25,000 for each person up to a maximum of £50,000 for each **aggravated burglary**, as prescribed by a physician, psychologist or other authorised mental health professional, when incurred within one year after the **aggravated burglary**.
- related rest and recuperation expenses for **you** up to a maximum of £5,000, for each **aggravated burglary**, as prescribed by a physician, psychologist or other authorised mental health professional not related to **you** when incurred within 180 days after the **aggravated burglary**.
- net salary lost during the first 60 days after the **aggravated burglary**, up to £25,000 for each person up to a maximum of £50,000 for each **aggravated burglary**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans.
- related residential security expenses for **you** to improve the locks, alarm or other related security systems of **your home** listed in **your policy schedule** which is subject to the **aggravated burglary**, up to a maximum of £10,000. **You** must obtain **our** prior consent unless immediate action is required for safety reasons.
- related professional security consultant and professional security guard services for **you** up to a maximum of £10,000 for each **aggravated burglary**.
- related temporary accommodation expenses for **you** to a maximum of £10,000 when incurred within 60

days after an **aggravated burglary**.

- related permanent **home** removal expenses, except stamp duty if due, up to a maximum of £10,000 if **you** permanently relocate away from **your home** listed in **your policy schedule** which is subject to the **aggravated burglary**, when incurred within six months after an **aggravated burglary**. This cover does not apply if **your** residence listed in **your policy schedule** was already for sale or **you** intended to permanently relocate before the **aggravated burglary**.

We may pay, at **our** discretion, any individual or organisation other than the Police, **you**, **your guest** or an insured relative, for information which leads to the arrest and conviction of any person(s) who caused the aggravated burglary.

Air Rage

We will pay for expenses **you** incur solely and directly as a result of an **air rage** incident.

This section covers the reasonable costs for:

- related medical expenses for **you** when incurred within one year after the **air rage**.
- related psychiatric services for **you** as prescribed by a physician, psychologist or other authorised mental health professional, when incurred within one year after the **air rage**.
- related rest and recuperation expenses for **you** up to a maximum of £5,000, for **each air rage**, as prescribed by a physician, psychologist or other authorised mental health professional not related to **you** when incurred within 180 days after the **air rage**; up to a maximum of £15,000 per **period of insurance**.

Car-Jacking

We will pay for expenses **you** incur solely and directly as a result of a **car-jacking**.

This section covers the reasonable costs for:

- related medical expenses up to £25,000 for each victim of the **car-jacking** up to a maximum of £50,000 for each **car-jacking**, when incurred within one year after the **car-jacking**.
- related psychiatric services up to £25,000 for victim the **car-jacking**, up to a maximum of £50,000 for each **car-jacking**, as prescribed by a physician, psychologist or other authorised mental health professional, when incurred within one year after the **car-jacking**.
- related rest and recuperation expenses for each victim of the **car-jacking**, up to a maximum of £5,000 for each **car-jacking**, as prescribed by a physician, psychologist or other authorised mental health professional not related to **you** when incurred within 180 days after the **car-jacking**.
- net salary lost during the first 60 days after the **car-jacking**, up to £25,000 for each victim of the **car-jacking** up to a maximum of £50,000 for each **car-jacking**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans.
- related hotel or paid accommodation costs for **you** or an immediate family member to be located closer to the hospital or medical centre where the victim is receiving medical treatment, up to a maximum of £5,000 for each **car-jacking**, unless **you** or that family member have a residence which is geographically closer to such hospital or medical treatment centre.

We may pay, at **our** discretion, any individual or organisation other than the Police, **you**, **your guest** or an insured relative, for information which leads to the arrest and conviction of any person(s) who caused the **car-jacking**.

Child Abduction

We will pay for expenses **you** incur solely and directly as a result of a **child abduction**.

This sections covers the reasonable costs for:

- related travel, meals, lodging, and phone expenses incurred by **you** as the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's loss of life, up to a maximum of £10,000 for each **child abduction**.
- related medical and psychiatric expenses for:
 - i) the abducted children, up to a maximum of £25,000, when incurred within one year after the **child abduction**.
 - ii) **you** as the parent or legal guardian of the abducted child, including those expenses incurred up to 180 days after the recovery of the abducted child or verification of the abducted child's loss of life, up to a maximum of £10,000, for each **child abduction**.
- related rest and recuperation expenses for **you** as the parent or legal guardian of the abducted child, up to a maximum of £5,000 for each **child abduction**, as prescribed by a physician, psychologist, or other authorised mental health professional (other than **you** or a family member), when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's loss of life, whichever comes first.
- net salary lost during the first 60 days after the child abduction, up to £25,000 for **you** as the parent or legal guardian of the abducted child up to a maximum of £50,000 for each child abduction, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans.
- the following related reasonable costs **you** as the parent or legal guardian of the abducted child incur, up to a maximum of £10,000, when incurred within 12 months after a **child abduction** for:
 - i) a professional public relations consultant,
 - ii) a professional forensic analyst,
 - iii) publicity expenses incurred to locate the abducted children,
 - iv) a professional security consultant.

We may pay, at **our** discretion, any individual or organisation other than the Police, **you**, **your guest** or an insured relative, for information which leads to the arrest and conviction of any person(s) who caused the **child abduction**.

Hijacking

We will pay for expenses **you** incur solely and directly as a result of a **hijacking**.

This section covers the reasonable costs for:

- related medical expenses up to £25,000 for each person up to a maximum of £50,000 for each **hijacking**, when incurred within one year after the **hijacking**.
- related psychiatric services up to £25,000 for each person up to a maximum of £50,000 for each **hijacking**, when incurred within one year after the **hijacking**.
- related rest and recuperation expenses for **you** up to a maximum of £5,000 for each **hijacking**, as prescribed by a physician, psychologist or other authorised mental health professional (other than **you** or a family member), when incurred within 180 days after the **hijacking**.
- net salary lost during the first 60 days after the **hijacking**, up to £25,000 for each person, up to a maximum of £50,000 for each **hijacking**, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans.
- for each **Hijacking**, the non-refundable expenses incurred by **you** for **your** scheduled trip, up to a maximum of £5,000, for the following:
 - additional accommodation or transportation to bring **you** to the original destination if you missed

- the original departure,
- additional accommodation or transportation to bring **you** to the return destination, or to travel from the place where the trip was interrupted to the place where **you** can rejoin the trip,
- the unused portion of land, sea, or air arrangements or accommodations that **you** have paid as part of the trip; due to the scheduled trip's cancellation or interruption caused by a **hijacking**.

Road Rage

We will pay for expenses **you** incur solely and directly as a result of **road rage**.

This section covers the reasonable costs for:

- related medical expenses for **you** when incurred within one year after the **road rage**.
 - related psychiatric services for **you** as prescribed by a physician, psychologist or other authorised mental health professional, when incurred within one year after the **road rage**.
- related rest and recuperation expenses for **you** up to a maximum of £5,000, for each **road rage**, as prescribed by a physician, psychologist or other authorised mental health professional not related to **you** or a family member or a when incurred within 180 days after the **road rage**; up to a maximum of £15,000 per **period of insurance** for all **road rage** expenses.

Stalking

We will pay for expenses **you** incur solely and directly as a result of a **stalking** event.

This section covers the reasonable costs **you** incur for:

- related professional security consultant and professional security guard services up to a maximum of £10,000 for each **stalking** event.
- related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for **your home** listed in **your policy schedule**, up to a maximum of £10,000.
- related temporary relocation expenses, up to a maximum of £10,000.
- related psychiatric services up to £10,000 for **you** up to a maximum of £20,000 for each **stalking** event, as prescribed by a physician, psychologist or other authorised mental health professional, when incurred within one year after the **stalking** event.

Specific Conditions

In addition to the General Conditions, the following conditions apply to this cover part of **your policy**:

Examination

We have the right to examine, under oath, as often as **we** may reasonably require, **you**, **your** family members, any other victims, **your** domestic employees and **your guests**. **We** may also ask **you** or the beneficiary of **your** estate to give **us** a signed description of the circumstances surrounding a loss and to produce all records and documents **we** request and permit **us** to make copies.

Duplicate Cover

If a loss is covered under more than one part of this Family Protection Cover **we** will pay under the part giving the most cover, but not under more than one part.

Multiple Injuries

If a victim has multiple losses under this section, **we** will pay only the single largest benefit amount applicable.

Multiple Policies

We will not pay more than the amount of cover shown for each covered occurrence, regardless of how many policies or people are involved in the occurrence.

Multiple Victims

If more than one victim suffers an accidental death or injury loss in the same occurrence, **we** will not pay more than £100,000. If any occurrence results in multiple accidental death or injury benefit amounts which when payable exceed £100,000 in total, the sum of £100,000 will be divided proportionately based on each applicable accidental death and injury benefit amount payable.

Payee

The accidental death benefit amount for **loss of life** will be paid to the beneficiary of **your** estate. The injury benefit amount will be paid to the victim.

Physical Examination

A person making a claim must submit as often as **we** reasonably require to physical examinations by physicians **we** select. **We** may also have an autopsy done by a physician, unless prohibited by law. Any examinations or autopsies that **we** require will be done at **our** expense.

Specific Definitions

In addition to the General Definitions, the following definitions apply to this part of **your policy**:

Aggravated Assault

An unlawful act of violence or threat of violence to **you** by a person who has unlawfully taken or attempted to take any possessions belonging to **you** whilst away from **your home**.

Aggravated Burglary

An unlawful act of violence or threat of violence to **you** by a person who unlawfully entered **your home**, a **temporary residence**, a watercraft, or a motor **home** whilst **you** are present and there is a covered loss under **your general contents** cover or **collections and valuables** cover.

Air Rage

Physical bodily harm against **you** by a violent person whilst **you** are occupying an aircraft as a passenger.

Car-jacking

The unlawful forced removal or detention of **you** operating or occupying any motorised land vehicle.

Child Abduction

The wrongful taking, false imprisonment, or wrongful detention of one or more of **your** children or one or more children in **your** care, under the age of 13.

Hijacking

The unlawful detention of **you** by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to hijack on a commercial conveyance with a scheduled departure, layover, or destination point that is on the H.M. Foreign and Commonwealth Affairs Office Travel Warnings list.

Loss of hand or Loss of both hands

The permanent total loss of function of a hand or both hands, as determined by a physician.

Loss of hearing

The permanent total loss of the capability of hearing, as determined by a physician.

Loss of foot or Loss of both feet

The permanent total loss of function of a foot or both feet, as determined by a physician.

Loss of life

- death, including clinical death, as determined by a medical examiner or similar local governing medical authority, or
- the absence of communication from the victim for a period of two years after a **car-jacking, stalking, child abduction, hijacking, aggravated assault or aggravated burglary**.

Loss of sight of an eye or Loss of sight of both eyes

The permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a physician.

Loss of speech

The permanent total loss of the capability of speech, as determined by a physician.

Loss of thumb and index finger

The permanent total loss of function of a thumb and index finger, of the same hand, as determined by a physician.

Mutilation

Complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a physician.

Road Rage

Physical bodily harm against **you** by a violent person arising from the use by **you** of any private passenger vehicle or motor **home you** own, rent or have regular use of.

Stalking

- an act or acts committed with the intent to **damage your** property, or to harass, injure or harm **you** and
- the person committing the act or acts is the subject of a court order or injunction issued to protect **you** and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days

What Is Not Covered

We do not cover any claim caused:

- by **you** or a family member.
- by a family relative.
- by a guardian or former guardian of **you**, a family member, or a family relative.
- by an estranged spouse or former spouse of **you**, a family member, or a family relative.
- by a domestic partner or former domestic partner of **you**, a family member, or a family relative.
- by any person related to **you** or a family member.
- by a relative, guardian or former guardian of an abducted child who is in **your** or a family member's care.
- by a civil authority.
- by any person acting on behalf of any of the above, whether acting alone or in collusion with others.
- to **your guest(s)** in a **temporary residence** who share the cost of the lodging.
- by persons known - Under **air rage cover**, **we** do not cover any loss by a person known to **you** or a family member. Under **hijacking or road rage cover**, **we** do not cover any loss by a person known to **you**, a family member or **your** chauffeur.

- for salary lost, if immediately prior to the occurrence, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.
- for substance abuse treatments, unless the substance abuse was directly caused by the occurrence.
- by childbirth or miscarriage.
- by the victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.
- by loss arising out of **your** ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.
- for any rest or recuperation expenses when prescribed by a physician, psychologist or other authorised mental health professional who is related to **you**, or a family member.
- under **child abduction** or accidental death and injury for children in the care of **you** or a family member when:
 - **You** or a family member are participating in any organised activity with or in association with any organisation or entity.
 - **You** or a family member are providing this care as a **home** day care provider in **your home** listed on **your policy schedule** and **you** or a family member earns **money** as a **home** day care provider, or
 - **You** or a family member are providing this care as an employee or volunteer of a profit or non-profit organisation providing service for the care of children.

We will not cover any resultant legal costs or fees.

Section 5 – Your Liabilities

This section is in operation where the heading of Your Liabilities appears on **your schedule**. There are specific exclusions that apply to this section.

What Is Covered

Part A - Property Owners' Liability

We will pay up to £10,000,000 to indemnify **you** against all amounts that **you** become legally liable to pay, including all **your** legal defence costs and expenses incurred with **our** prior written consent, in respect of any one incident for:

- accidental injury to any person other than **you** or any persons employed by **you**.
- accidental **damage** to a third party's property.

occurring during the **period of insurance** and incurred:

- as a result of **your** ownership of the **buildings** or land belonging to the **home**.
- under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** which **you** previously owned or occupied.

The cover provided for liability incurred under the Defective Premises Act 1972 and the Defective Premises (Northern Ireland) Order 1975 will continue for seven years from the point where **you** no longer own the property, provided no other **policy** covers this liability.

Additional Cover To Part A

OTHER LAND NOT SPECIFIED

We will indemnify **you** against all amounts which **you** become legally liable to pay as owner of any land that **you** acquire within the **United Kingdom** during the **period of insurance** provided that:

- the land has not been acquired for property development or any **business** pursuit or **business** activity,
- there are no **buildings** on the land,
- **you** inform **us** within 60 days of the acquisition and pay any additional **premium** required,
- **you** are not entitled to indemnity under any other insurance.

Part B – Occupier’s, Personal and Employer’s Liability

Occupier’s, personal and employer’s liability is only covered if Section 2 – General Contents is shown on the **schedule**.

We will pay:

- up to £10,000,000 to indemnify **you** against all amounts you become legally liable to pay, including all **your** legal defence costs and expenses incurred with **our** prior written consent, in respect of any one incident for accidental injury to domestic employees.
- up to £10,000,000 to indemnify **you** against all other amounts **you** become legally liable to pay, all **your** legal defence costs and expenses incurred with **our** prior written consent, in respect of any one incident for injury and **damage** to property
 - as occupier (not as owner) of the **home**.
 - as occupier (not as owner) of an allotment.
 - In a personal capacity.
 - arising from the hiring out or the opening of **your home** provided that this is for the benefit of an organised charity, religious or community group.
- occurring during the **period of insurance** and incurred by **you** in the **United Kingdom** or during temporary visits elsewhere in the world.

Additional Cover To Part B

Directors and Officers Cover For Unpaid Charity Work

We will pay up to £1,000,000 for damages that **you** are legally liable to pay arising out of any voluntary work or as a director or officer for a registered charity in the **United Kingdom** with a turnover of less than £50,000 per annum.

Event Cancellation – Charity Events at Your Home

We will pay up to £50,000 for the costs incurred of arranging an alternative venue or for re-organising a charity event at **your home** as a direct result of **damage** to **your home** that is covered under the terms and conditions of this **policy**.

Environmental Contamination

We will pay up to £5,000,000 for any costs arising out of **your** liability as a result of the pollution or contamination of air, water or soil, but only if the pollution or contamination was caused by an accident which happened in the **United Kingdom** during the **period of insurance** and **you** tell **us** about the accident as soon as reasonably possible (but no later than 30 days after the end of the **period of insurance**) and **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

Hole in One

We will pay up to £1,000 in any **period of insurance** for the bar expenses incurred in the event of **you** achieving a hole-in-one during an official competition. The score cards and certificate from **your** club or competition secretary must be submitted to **us** in the event of a claim.

We will not pay if **you** are, or ever have been, a professional or semi professional golfer.

Sponsored Event Cancellation

We will pay **your** sponsored amount, up to a maximum of £5,000 to a charity or other non-profit making organization if **you** are advised by a physician that **you** are unable to participate in an event for which **you** have been sponsored due to an accident or illness occurring within the **policy period** if **your** sponsors do not pay their agreed donation.

Tenant's Liability

We will pay up to £10,000,000 to indemnify **you** against all amounts which **you** become legally liable to pay as tenant for **damage** to the **buildings**, landlord's fixtures and fittings as a result of any incident covered under Section 2 - General Contents.

We will not pay for:

- the cost of maintenance and normal redecoration.
- liability arising whilst the building where the **damage** occurs is unoccupied.

Unrecovered Damages

We will pay up to £1,000,000 for sums which **you** have been awarded by a court in the **United Kingdom** and which have not been paid within 6 months of the due date of the award for accidental:

- **injury** or sickness.
- **damage** to property.

provided that **you** would have had a valid claim under the occupiers', and personal liability cover provided by this section of the **policy** had the award been made against **you**.

Provided that **we** are granted full rights of subrogation against the third party from whom the award is due.

No payment will be made if there is an appeal pending.

What Is Not Covered

We do not cover liability for:

- **injury to you.**
- **damage** to property belonging to **you** or in **your** custody or control.
- punitive fines, penalties or damages.
- liability arising from the ownership, possession or use of any motorised vehicle other than:
 - motorcycles and go-karts less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**.
 - vehicles designed to assist disabled persons which are not registered for road use.
 - golf carts or buggies.
- trailers and horseboxes whilst being towed.
- any drone or unmanned aerial vehicle.
- any aircraft, hang glider or hovercraft.
- any craft or board designed to be used on or in water other than sailboards, surfboards windsurfers or those solely propelled by oars or paddles which are hand or foot operated.
- any unlicensed firearm.

We do not cover liability arising from:

- any incident occurring outside the **period of insurance** apart from Environmental Contamination and for liability arising out of the Defective Premises act 1972.
- injury or illness to any domestic employee.
- where insurance or security is required under any road traffic legislation.
- any willful or malicious act.
- libel, slander, breach of privacy or confidentiality apart from Directors and Officers Cover For Unpaid Charity Work.
- the transmission of any communicable disease by **you**.
- the transmission of a computer **virus**.
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation.
- any **business** other than **incidental business** and Directors and Officers Cover For Unpaid Charity Work.
- any incident in any way attributable to **your** employment other than **incidental business** and Directors and Officers Cover For Unpaid Charity Work.
- lack of care or skill in the giving of professional or other advice or treatment.
- any damages arising from a contract or agreement (other than **your** liability as a tenant), whether written or not, which imposes a liability which would not have existed without the contract or agreement.
- Any damages arising from a pollutant, contaminant, smog, or industrial or agricultural smoke, unless it can be proven to **our** satisfaction that the damages have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.
- any damages arising from any judgment or award given or made outside the courts of **United Kingdom**.

General Conditions

The following conditions apply to the whole of this **policy** wording document and to all sections of **your** insurance **policy** unless they have been removed or amended by a condition in a specific section or by an **endorsement**. There may be additional conditions specific to each section of cover, it is important that **you** read all exclusions thoroughly.

If **you** are in any doubt as to the meaning or context of these conditions please contact **your** insurance intermediary, or if **you** are unable to contact them contact **us**.

Abandoning Property

You cannot abandon property to **us** or a third party without **our** prior written consent.

Assignment

Nobody covered by this insurance **policy** may assign any right or interest in this **policy** to anybody else without **our** prior written consent.

Claims

The following claims conditions apply to the whole of this **policy**. Please refer to the 'How to Make a Claim' section for details of what to do when **you** have a claim under those sections.

We may take over and deal with, in **your** name, the investigation, defence or settlement of any claim.

Duplication of Cover

Where **you** are covered by this policy for the same loss under more than one section **we** will pay the highest benefit available to **you**. **We** will not pay **you** more than the amount due under the section with the widest benefit and will not pay for more than one section for the same insured event.

Duties after a Loss

Notification

If the **damage** has been caused by theft, attempted theft, accidental loss, malicious damage or vandalism **you** must obtain a crime reference number. Regardless of cause, **you** must notify **us** or **your** insurance intermediary as soon as **you** are aware of any **damage**.

Protection of Property

You must take any necessary steps to prevent further **damage** including making or arranging emergency repairs and taking steps to recover any lost or stolen property. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

We will pay reasonable and necessary costs incurred in avoiding or mitigating a claim with **our** prior consent provided **you** keep an accurate record of the costs.

Prepare an Inventory and Proof of Loss

You must prepare an inventory of damaged, lost or stolen personal property. This should describe the property in full and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory. **You** must provide **us** with any property, records, documents information or evidence **we** request at **your** own expense.

Injury to Someone or **Damage** to Their Property

If someone is holding **you** responsible for **injury** or **damage**, **you** must send to **us** or **your** insurance intermediary every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment or incur any expense without **our** prior written permission, otherwise **we** may not have to pay all or part of **your** claim.

Fraud

If **we** prove that any claim is in any respect fraudulent or any fraudulent means are used to obtain benefit by **you** or anyone acting on **your** behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, **you** will not be entitled to any benefit under this **policy** and criminal proceedings may follow.

Where **we** suspect that **your** claim in full or in part might be fraudulent, **we** reserve the right to suspend payment of part or all of **your** claim in order to undertake **our** investigations.

Recovering a Loss Payment

We may pursue, in **your** name but at **our** expense, recovery of sums **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

Financial Sanctions

We will not provide any insurance cover or make any payments or other **policy** benefit where by doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

If any such prohibition or restriction takes effect during the **period of insurance**, **we** may cancel **your policy** immediately by giving **you** written notice to **your** last known address.

Improvements to Cover

Where **we** have a changed the terms of **our policy** during **your period of insurance** and the cover is improved, **we** will afford **you** the same benefits at no additional **premium**. In the unlikely event that the cover provided is less beneficial, **we** will not change the terms of **your policy** in that **period of insurance**

Indexation

We will adjust the sum insured for **buildings** and **general contents** each month according to an appropriate index (based upon Retail Price Index or the Royal Institute of Chartered Surveyors index or a combination of both) without any adjustment to the **premium** during the **period of insurance**. **You** should check **your** sums insured when **you** renew **your policy**, to make sure that they reflect the full value of the **buildings** and **general contents** even where **we** have agreed the value shown in **your schedule** and are providing enhanced replacement costs.

Information

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 care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **your** insurance intermediary.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example, **we** may cancel **your policy** in accordance with the cancellation condition, amend terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Law Applicable To the Contract

The law applicable to this contract is that of England and Wales unless **we** agree otherwise in writing.

Misrepresentation

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed, decline all claims and return any **premium** paid.

If **we** establish that **you** were careless in providing **us** with information **we** have relied on in accepting this insurance and setting its terms and **premium**, **we** may:

- treat this insurance as if it never existed and refuse to pay all claims and return any **premium** paid. **We** will only do this if **we** have provided **you** with insurance cover **we** would not otherwise have offered,
- amend the terms of **your** insurance to those which **we** would have offered. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness,
- reduce the amount **we** pay on a claim in the proportion that the **premium** that **you** have paid bears to the higher **premium** **we** would have charged **you**,
- cancel **your** policy in accordance with the cancellation condition.

Other Insurance

If, at the time of a loss covered by this **policy**, there is any other insurance covering the same **damage**, accident, liability, or any part of it, **we** will only pay **our** ratable proportion of the loss that the limit of liability under this **policy** bears to the total amount of insurance covering the loss. If the loss is covered by more than one section under this **policy**, then only one claim may be admitted and the section providing the widest cover will respond.

Premium Payment

We will not make any payment under **your policy** unless **you** have paid the **premium** due to **us**.

If **you** make a claim under this insurance, **we** will deduct from any claim payment the **premium** that is due to **us**.

Reasonable Care

You must maintain **your** property in a good state of repair and **you** must also take all reasonable steps to prevent accidents, injury or **damage**.

Sums Insured

The **premium** **you** pay is based on the sums insured. When accepting this insurance, **we** expect that the sums insured will represent the full value of the property insured and are adequate as follows:

Buildings

- The cost of rebuilding (with the same quality of materials and workmanship which existed before the **damage**), if the **buildings** are destroyed. **You** need to include fees for architects, surveyors, consulting engineers, the costs of making the site safe or clearing debris, rent receivable or the cost of alternative accommodation.

Tenant's Improvements

- The cost to repair or replace as new.

General Contents

- The cost of replacing them as new.

Collections and Valuables

- For collections and valuables that are not listed individually in a specification of items, the full value is the replacement cost or current market value, whichever is the lesser.

Third Parties

You and we are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

General Exclusions

The following exclusions apply to the whole of this **policy** wording document and to all sections of **your** insurance **policy** unless they have been removed or amended by a condition in a specific section or by an **endorsement**. There may be additional exclusions specific to each section of cover, it is important that **you** read all exclusions thoroughly.

If **you** are in any doubt as to the meaning or context of these exclusions please contact **your** insurance intermediary, or if **you** are unable to contact them contact **us**.

We Do Not Cover:

Computer Error

Any **damage** to or distortion of information resulting from an error in computer programming or instruction to a computer, but **we** do cover any resultant **damage** unless another exclusion applies.

Computer Virus

Any loss or **damage** as a result of **you** willingly or unknowingly receiving or passing on any form of computer **virus**.

Confiscation

Any **damage** or liability caused by or resulting from **your** property being permanently confiscated, taken, damaged or destroyed by customs or other officials.

Defective Design or Workmanship

Any **damage** caused by, or resulting from defective maintenance or materials, design or workmanship. However, **we** do cover any resultant **damage** unless another exclusion applies.

Deliberate or Criminal Acts

Any **damage** or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.

Electrical or Mechanical Breakdown

Any **damage** caused by a mechanical or electrical fault, breakdown or failure. However, **we** do cover any resultant **damage** unless another exclusion applies.

Fees

Any fees that **you** have incurred in preparing and submitting **your** claim.

Gradual Physical Loss or Damage

Any **damage** caused by:

- wear, tear or depreciation.
- the process of cleaning, washing, repairing or restoring any article.
- atmospheric, climatic or weather conditions or the action of light.
- rot, fungus, mould, damp or rust.
- vermin, insects or infestation.
- erosion.
- other gradual deterioration.

Pollution or Contamination

Damage or liability arising from pollution or contamination unless caused by:

- sudden, unforeseen and identifiable incident.
- leakage of oil from a domestic oil installation at the **home**.

Radioactive Contamination

Any **damage** to property or any legal liability caused directly or indirectly by:

- 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 nuclear assembly or part of it.

Sonic Bangs

Any **damage** to property caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

Terrorism

Harm or **damage** to life or property (or the threat of such harm or **damage**) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from, or in connection with terrorism, regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to:

- the use or threat of force and/or violence and/or
- harm or **damage** to life or to property (or the threat of such harm or **damage**) including, but not limited to, harm or **damage** by nuclear and/or chemical and/or biological and/or radiological means.
- caused or occasioned by any person(s) or groups of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

Unsuitable Transportation or Packing

Any **damage** that is attributable in full or in part due to **you** not taking adequate provisions to safe guard items in transit whether by unsuitable packaging or an unsuitable transport method relative to the fabric of value of the item.

WAR

Any **damage** that is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Your Personal Information Notice

Who **We** Are

Omnyy LLP is a “data controller” providing regulated insurance services on behalf of the **Insurer**, HDI Global Specialty SE.

The Basics

We collect and use relevant information about **you** to provide **our** insurance mediation services to **you**, including (as applicable) arranging the insurance cover from which **you** benefit or handling **your** claims, and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance mediation services **we** provide to **you**. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide **our** insurance mediation services to **you**, including (as applicable) arranging the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, **insurers**, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance mediation services that **we** provide and to the extent required or permitted by law.

Other People’s Data That **You** Provide to **Us**

Where **you** provide **us** with details about other people, **you** must provide this notice to them.

Further Details

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available online on **our** website (www.omnyy.com) or in formats on request.

Contacting **Us** and **Your** Rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice, please contact **our** Data Protection Manager at:

Omnyy LLP
9th Floor, John Stow House,
18 Bevis Marks,
London,
EC3A 7JB
Email: dataprotection@uk.omnyy.com

HDI Global Specialty SE is an insurance company whose registered office address is Roderbruchstraße 26, 30655 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation (‘GDPR’). HDI Global Specialty SE’s notice on how it may collect and deal with **your** data may be found at the following link <https://www.hdi-specialty.com/int/en/legals/privacy>

Cancellation

Should **you** wish to cancel **your policy** this section sets out the terms and conditions under which **you** can do so and the process that needs to be followed.

Although only appropriate in extreme circumstances, this section also sets out the conditions under which **we** can cancel **your policy**.

Cancellation by You

You have a legal right to cancel **your policy** within 14 days from the date of purchase or renewal or from the date which **you** receive **your policy** documentation, whichever is the later. This provision is known as **your** 'cooling off rights'.

You may cancel **your policy** at any time by contacting **your** insurance intermediary through whom **you** arranged this insurance. If **you** cannot contact **your** insurance intermediary, please contact **us**.

Email privateclients@omnyy.com

Telephone +44(0) 207 933 2100

If **you** cancel **your policy** within 14 days of **your policy** starting or within 14 days of **you** receiving **your** documents (whichever is the later) **we** will return any **premium** paid in full provided no claims have been made in that period.

If **you** cancel after those 14 days have passed, **we** will return any **premium** paid less an amount for the period the **policy** has been in force provided that no claims have been made or are likely to be made. If **you** choose to cancel, all sections of the **policy** together with any additional or optional add-ons will also be cancelled.

If **you** choose to cancel **your policy** and **you** have made a claim or an event that may lead to a claim has occurred during the **period of insurance** provided, the full annual **premium** will be due to **us**.

Cancellation by Us

We may cancel this **policy** by sending **you** 14 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any **premium you** have paid for any **period of insurance** left. **We** will not return any **premium** if the amount is less than £25.

Valid reasons may include but are not limited to:

- **you** failing to co-operate with **us** or send **us** information or documentation as required by the terms of **your policy** where this significantly affects **our** ability to process **your** claim or deal with **your policy**,
- changes to **your** circumstances that mean **you** no longer meet **our** criteria for providing cover under the **policy**,
- **you** have deliberately mis-represented **your** risk to **us**,
- **you** using threatening or abusive behavior or language with **our** staff or suppliers.

Cancellation of the Policy Due To Non Payment

If **you** do not pay **your premium** within 30 days of inception, **we** may cancel **policy** by giving **you** 14 days' notice in writing to **your** last known correspondence address.

General Definitions

Buildings

Any and all permanent structures within the grounds of **your home** used for domestic purposes including:

- fixtures and fittings and decorative finishes,
- tenant's improvements,
- fitted bathrooms and suites, fitted kitchens and flooring,
- fixed central heating systems and domestic tanks,
- solar heating panels and wind turbines,
- underground services, cables, utilities, drains, pipes, cesspits, septic tanks, inspection hatches and covers
- stair and passenger lifts,
- permanent swimming pools, hot tubs and hard tennis courts,
- television, satellite and radio receiving aerials, dishes including their fittings and masts fixed to **your home**,
- terraces, patios, ornamental man-made ponds, fountains, driveways and footpaths,
- boundary and garden walls, gates, railings, hedges and fences which belong to **you** or for which **you** are legally responsible and are situated at the address shown in the **schedule**.

but not including:

- any structure or part of a structure used for any **business** activity other than **incidental business** carried out by **you** or on **your** behalf,
- any plant or tree, other than hedges land or water.

Business

Any full or part-time employment, trade, occupation, profession or farm operation.

Business Equipment

Furniture, equipment, supplies and stock used in connection with a **business** conducted from the **home**.

Collections

Individual items, **collections** and sets that have artistic or historical value, are rare or unique all belonging to **you** for which **you** are legally responsible including (but not limited to):

- antique and contemporary furniture
- paintings, drawings, etchings, maps, prints, lithographs, photographs, books, manuscripts and historical documents
- LED or Digital Art
- tapestries, rugs and carpets
- clocks and barometers
- curios, objets d'art
- statues and sculptures
- stamps,
- china, glassware and porcelain

but not including:

- valuables
- any items which form part of **your business equipment**.

Damage

All instances of physical loss or physical damage

Dependent Relative

Your parents, grandparents, step parents, step grandparents, and adoptive parents and their spouse or domestic partner.

Domestic Employee

A person employed by **you** as a private individual to undertake domestic duties.

Endorsement(s)

A change to the terms of the **policy**. If any apply they will be stated in **your schedule**.

Excess

The first part of an agreed claim for which **you** are responsible. The amount of the **excess** is shown in the **schedule**.

General Contents

Household goods, **business equipment**, **personal belongings** and **tenant's improvements** which **you** own or for which **you** are legally responsible including:

- the **personal belongings** of permanent members of **your** household whilst living away from **home** attending university, college or boarding school or whilst on a work placement as part of their course or studies.
- the **personal belongings** of **dependent relative(s)** who are resident in a nursing home or residential care home.
- fixtures and fittings and interior decorations for which **you** are legally responsible as occupier and not as owner and are situated at an address shown in the schedule.
- all equipment **you** own or for which **you** are legally responsible and use in connection with a registered disability including any fixtures and fittings installed and not covered by **your buildings policy**.

Not including:

- **Collections** with a value exceeding £50,000 individually or in aggregate.
- **Valuables** with a value exceeding £12,500 individually or in aggregate.
- motorised domestic gardening equipment with a value exceeding £10,000.
- golf carts, models and toys with a value exceeding £10,000.
- vehicles which are registered for road use that are used other than solely within the boundaries of the home.
- motorcycles with any engine capacity exceeding than 51cc and quad bikes that are registered for road use and not used solely within the boundaries of the **home**.
- rowing boats, dinghies, surfboards, sailboards, windsurfers and jet skis with a value exceeding £10,000.
- caravans and trailers other than trailers and non-motorised horse boxes exceeding 15 feet in length.
- aircraft and hovercraft.
- credit cards, lottery and raffle tickets.
- electronic data.
- animals.
- land or water.

Guest

Any other person invited as a guest by **you** or a family member to **your** residence(s) listed in **your policy schedule** or temporary residence. This does not include individuals who live with **you** or a family member and are not related to **you** or a family member.

Home

The **buildings** and land described in the title deeds of **your** private residence(s) including any garages, outbuildings and greenhouses used for domestic purposes at the address shown in the **schedule**.

Incidental Business

A **business** activity conducted at or from **your home** shown on the **schedule** undertaken solely by **you** and the total gross annual revenue does not exceed £25,000.

Injury

Bodily Injury, death, illness, disease, mental injury anguish or nervous shock.

Insured, You, Your

The company, trust or person(s) named in the **schedule** as the insured and all permanent members of the household including **domestic staff** who live in the **home**.

Insurer, Our, Us, We

Omnyy LLP or the Insurer named in the **schedule** on whose behalf this insurance document is issued.

Money

Current cash, bank or currency notes, cheques, premium bonds, bank drafts, postal or money orders, current postage stamps, national savings stamps and certificates, traveler's cheques, bonds, securities, travel and other tickets with a fixed monetary value, phone cards, gift vouchers and share certificates but excluding any digital or virtual currency.

Outdoor Items

Items designed to be left outside including but not limited to garden furniture, statues, ornaments, barbecues, children's play equipment, marquees, and portable gazebos.

Period of Insurance

The period beginning with the effective date shown in the **schedule** and ending with the expiry date and any other period for which the **policy** is renewed.

Personal Belongings

The following property all belonging to **you** or for which **you** are legally responsible:

- clothing.
- spectacles and hearing aids.
- baggage and other items normally carried about the person.
- photographic and mobile communication equipment.
- electronic equipment.
- sports equipment, musical instruments and pedal cycles.

Permanently Physically Disabled

- The loss of use of a complete arm, hand, foot, or leg.
- The permanent and complete loss of vision in at least one eye.

Premium

The amount of **money** that **we** have advised **you** is due to **us** for **your** insurance cover.

Policy

The policy wording, the **statement of fact**, the **specification**, the **schedule** and any **endorsements**.

Schedule

The most recent version of the document showing **your** name and address, the locations of the **homes** insured under this **policy**, the sums insured, and any special terms that apply to **your policy**.

Specification

A list, catalogue or inventory of items to be insured by **your policy**.

Statement of Fact

The information provided by **you** on which this **policy** is based and which along with the **policy** and **your** agreement to pay the **premium** form the contract between **you** and **us**.

Temporary Residence

- a private dwelling not owned by **you**.
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory.
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft that **you** or a family member is occupying or is visiting by invitation.

Tenant's Improvements

Improvements, alterations and decorations which have been made to the **home** by **you** or a previous occupier and which belong to **you** or for which **you** are legally responsible.

Unfurnished

Insufficiently furnished for normal living purposes.

United Kingdom

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

Unoccupied

Not having been lived in by **you** or anyone with **your** permission for 60 days in a row.

Valuables

Jewellery, precious stones, watches, furs, household gold, platinum, pewter and silverware including plate, coin and medal collections and guns all belonging to **you** or for which **you** are legally responsible.

Virus

Any malicious software code including but not limited to any logic bomb, Trojan horse, worm or DNS attack that has been introduced by any third parties or by any employees and that is designed to **damage**, destroy, corrupt, overload, circumvent or impair the functionality of computer systems and/or steal data or designed to defraud or cause financial loss to **you** or a third party.

omnyy[®]

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Authorised and regulated by the Financial Conduct Authority.

A list of the Designated Members of OMNY Y LLP is available for inspection at the registered office.