

HAMILTON FRASER

I N S U R A N C E



HOUSEHOLD **SOLUTIONS**

POLICY TERMS & CONDITIONS

BUILDINGS AND CONTENTS INSURANCE FOR HOMEOWNERS

HOUSEHOLD SOLUTIONS

POLICY INFORMATION



Thank you for choosing Household Solutions!

Hamilton Fraser would like to thank you for choosing Household Solutions to protect your property. This booklet contains your full policy terms and conditions. It may seem like heavy reading but it is a legal document that you need to read to make sure you understand what your cover includes and what it does not.

We have also provided you with a Summary of Cover (much lighter reading) that will allow you to understand your cover at a glance.

If you have any questions please contact us on

0845 310 6336

Introduction

Hamilton Fraser Household Solutions

Welcome to Hamilton Fraser Household Solutions insurance. This insurance is a contract of indemnity between **you** and Canopus at Lloyd's. The contract of insurance is made up of this booklet and the **schedule** and is based on the information **you** provided at the time **you** requested a quotation.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you** against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**. The insurance is provided under the terms and conditions contained in this booklet or in any **endorsement** shown in **your schedule** as applying to this insurance.

Thank you for choosing Hamilton Fraser Household Solutions.

Our Service Commitment To You

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

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact Hamilton Fraser Insurance Solutions.

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

Complaints Department

Lloyd's
One Lime Street
London EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
Email: Complaints@Lloyds.com

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

In all communications the certificate number appearing in the **schedule** should be quoted.

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Claims Helpline

Please call 0870 112 9306 or visit our web-site at www.hfis.co.uk for further details.

Important Notice

This insurance relates ONLY to those sections which are shown in the schedule as being included.

*Please read this booklet and the **Schedule** carefully.*

It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

*Please contact **Hamilton Fraser** immediately if this document is not correct, does not meet **your** requirements or if **you** would like to ask any questions.*

Cancellation of this Insurance

1. **You** are entitled to cancel this insurance by writing to **Hamilton Fraser** within 14 days of either:-
 - The date **you** receive **your** policy documentation; or
 - The start of the **period of insurance**whichever is the later. Providing **you** have not made any claims **we** will refund the premium.
2. **You** can also cancel this insurance at any time during the **period of insurance** by writing to **Hamilton Fraser**. Any return premium due to **you** will depend on:-
 - How long this insurance has been in force; and
 - The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalmentsNo return of premium will be given if a claim has occurred during **the period of insurance**.
3. **We** can cancel this insurance by giving **you** 7 days notice in writing, which we will send to the address shown in the **schedule**. Any return premium due to **you** will depend on:-
 - How long this insurance has been in force; and
 - The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments

Notice to the Insured

Your insurance is sold and administered by Hamilton Fraser.

Registered Office

Solutions House
122-128 Lancaster Road
Barnet
Hertfordshire EN4 8AL

Hamilton Fraser are authorised and regulated by the Financial Services Authority under reference number 306513.

You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Hamilton Fraser Household Solutions is underwritten by Canopius Managing Agents Limited at Lloyd's of London.

Canopius Managing Agents Limited are authorised and regulated by the Financial Services Authority under reference number 204847.

You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Please note that correspondence should not be sent directly to Canopius, but must always be sent to Hamilton Fraser who arranged this insurance for you.

In the event of **you** having to make a claim under this policy, Canopius Managing Agents Limited will use the services of Davies Managed Systems (DMS) to handle all aspects of **your** claim. The role of DMS is to help make the claim process as easy and straightforward as possible

Household Solutions Claims Handling Unit

PO Box 2801
East Court
Stoke on Trent
Staffordshire, ST4 9DN

Your total peace of mind

Financial Services Compensation Scheme

Canopus at Lloyd's is a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

The Law Applicable to this Insurance

Under European law, **you** and the insurer are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Data Protection Act 1998

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

Definitions

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

You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
We / us / our	Canopus at Lloyd's.
Hamilton Fraser	Hamilton Fraser Insurance Solutions.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Endorsement	A change in the terms and conditions of this insurance.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Buildings

- The **home** and its decorations.
- Fixtures and fittings attached to the **home**.
- Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks.

you own or for which **you** are legally responsible within the **premises** named in the **schedule**.

Premises

The address which is named in the **schedule**.

Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Bodily injury

Bodily injury includes death or disease.

Sanitary ware

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

Occupant

You or persons authorised by **you** to stay in the **home** overnight.

Contents

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

Contents includes:

- Tenant's fixtures and fittings
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- Property in the open but within the **premises** up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **Money** up to £300 in total and **credit cards** up to £1,000 in total
- Deeds and registered bonds and other personal documents up to £1,500 in total
- Stamps or coins forming part of a collection up to £1,250 in total
- Gold, silver, gold and silver plated articles, jewellery and furs up to 35% of the sum insured for **contents** (10% of the sum insured for **contents** for any one item) within the private dwelling
- Domestic oil in fixed fuel oil tanks up to £1,000
- **Office equipment** up to £5,000 or 20% of the sum insured for **contents** whichever is the less, within the **home**

Contents continued

Contents does NOT include:

- Motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- Any living creature
- Any part of the **buildings**
- Any property held or used for business purposes other than as defined under **office equipment**
- Any property insured under any other insurance

Office Equipment

Office Equipment includes:

Computers and home office equipment belonging to **you** and used in conjunction with **your** business at the **home**.

Office Equipment does NOT include:

- Property more specifically insured by any other insurance
- Compensation for **you** not being able to use the computer or any equipment following loss or damage
- Loss of magnetism or corruption of data
- The equipment being confiscated or repossessed
- The cost of reconstituting any lost or damaged data
- Loss of or damage to computer software, software tapes / disks / CD Roms, and any data stored
- Any **money** held for business purposes
- Any amount over £1,000 in respect of stock

Valuables

- Jewellery
- Furs
- Gold, silver, gold and silver plated articles
- Pictures

which are **your** property or for which **you** are legally responsible.

Personal Possessions

Personal Possessions includes:

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

Personal Possessions does NOT include:

- **Money** and **credit cards**
- Pedal cycles

Money

- Current legal tender, cheques, postal and money orders
- Postage stamps not forming part of a stamp collection
- Savings stamps and savings certificates, travellers' cheques
- Premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.

Credit Cards

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

United Kingdom

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

Terrorism

Any act(s) of any person(s) or organisation(s) involving

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

General Conditions applicable to the whole of this Insurance

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **Hamilton Fraser** immediately if **you**
 - Stop using the **home** as **your** permanent private residence
 - Regularly leave the **home** unattended by day or by night other than for **your** normal job of work and holidays not exceeding 30 consecutive days in length, or
 - Leave the **home** without an **occupant** for more than 30 consecutive days in length.When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. **You** must tell **Hamilton Fraser** before **you** start any conversions, extensions or other structural work to the buildings that
 - Change the use of the **buildings** in any way
 - Involves the external surfaces of the **buildings** being affected/changed
 - Means **you** having to move out of the **buildings** for any period of timeWhen **we** receive this notice **we** have the option to change the conditions of this insurance. If **you** fail to comply with any of the above duties this insurance may become invalid.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss and
2. any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:-
 - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

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

c) Existing and Deliberate Damage

We will not pay for loss or damage

- Occurring outside of the **period of insurance**
- Caused deliberately by **you** or any person lawfully in the **home**
- Due to consequential loss of any kind or description.

d) Electronic Data Exclusion

We will not pay for

- 1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss; and
 2. any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from :-
 - i) computer viruses, erasure or corruption of electronic data;
 - ii) the failure of any equipment to correctly recognise the date or change of date;
- For the purposes of this exclusion “computer virus” means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

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

e) **Biological and Chemical Contamination Exclusion**

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss,
2. any legal liability of whatsoever nature and
3. death or injury to any person, directly or indirectly caused by or contributed to by biological or chemical contamination arising from
 - i) **terrorism**,
 - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**.

f) **Unoccupancy**

If **your home** is left without an authorised **occupant** for more than 30 consecutive days/nights without our written agreement this insurance will cover Fire/Lightning/Explosion and Earthquake only with immediate effect. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the **schedule**.

g) **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

Making a Claim and Claims Conditions applicable to the whole of this Insurance

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do, the following procedure should be followed.

First of all, check **your schedule** and the relevant section in this booklet to make sure that the loss or damage is covered. Read carefully any exceptions or conditions that may apply and refer to the '**Your** duties' section outlined below. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.

If **you** wish to make a claim, please contact the Claims Department as soon as possible at the address and phone number shown in **your schedule**. **You** will be asked for the policy number stated on **your schedule**.

The Claims Department will take full details of **your** claim and let **you** know what **you** need to do next. In some cases this will mean the involvement of an independent loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily.

Your duties

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

1. **You** must provide the claims department with any other information they require within 30 days of their request.
2. **You** must forward to the claims department within 3 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**. **You** must forward all information unanswered.
3. **You** must inform the police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
4. **You** must not admit liability or offer or agree to settle any claim without the written permission of the claims department.
5. **You** must provide the claims department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect it or **you** have been advised by the claims department to dispose of it.

If you fail to comply with any of the above duties this may invalidate a claim.

How we deal with your Claim

1. Defence of claims

We may

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

2. Other insurance

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

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

3. Fraudulent claims

You must not act in a fraudulent manner. If **you** or anyone acting with **you**:-

- Makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or
- Makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- Makes a claim in respect of any loss or damage caused by **your** wilful act or connivance

Then:-

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the policy
- **We** may at **our** option declare the policy void
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date
- **We** shall not return any premium
- **We** may inform the police of the circumstances

Section 1

Buildings

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

What is covered

What is not covered

This insurance covers the buildings for loss or damage directly caused by:	We will not pay
1. Fire, lightning, explosion or earthquake	the first £50 of every claim
2. Aircraft and other flying devices or items dropped from them	the first £50 of every claim
3. Storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) the first £50 of every claim
4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) the first £50 of every claim d) for loss or damage while the buildings are not furnished enough to be normally lived in
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) the first £50 of every claim c) for loss or damage caused by faulty workmanship d) for loss or damage while the buildings are not furnished enough to be normally lived in
6. Theft or attempted theft	a) for loss or damage while the buildings are not furnished enough to be normally lived in b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry c) the first £50 of every claim
7. Collision by any vehicle or animal	the first £50 of every claim

Section 1 - Buildings (continued)**What is covered****What is not covered**

This insurance covers the buildings for loss or damage directly caused by:	We will not pay
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the buildings are not furnished enough to be normally lived in b) the first £50 of every claim
9. Subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the first £1,000 of every claim f) for loss or damage caused by coastal erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £50 of every claim
11. Falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the first £50 of every claim

Section 1 - Buildings (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) for damage while the buildings are not furnished enough to be normally lived in</p> <p>b) the first £50 of every claim</p>
<p>B) the cost of repairing accidental damage caused by external and visible means from a single identifiable event to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>serving the home and for which you are legally liable</p>	<p>a) for damage due to wear and tear or any gradually operating cause</p> <p>b) the first £50 of every claim</p>
<p>C) • loss of rent due to you which you are unable to recover</p> <ul style="list-style-type: none"> • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for <p>while the buildings cannot be lived in following loss or damage which is covered under section one</p>	<p>any amount over 20% of the sum insured for the buildings damaged or destroyed</p>

Section 1 - Buildings (continued)**What is covered****What is not covered**

This section of the insurance also covers	We will not pay
<p>D) Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the buildings • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one.</p>	<p>a) Any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) Any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>E) Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	<p>More than £1,000. If you claim for such loss under sections one and two, we will not pay more than £1,000 in total</p>
<p>F) Anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>If the buildings are insured under any other insurance</p>

Accidental damage to the Buildings

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

What is covered

What is not covered

This extension covers	We will not pay
<p>Accidental damage to the buildings</p>	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for damage while the home is lent, let or sublet f) for the cost of general maintenance g) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause h) for damage arising from faulty design, specification, workmanship or materials i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination m) the first £50 of every claim

Conditions that apply to Section 1 (Buildings) only

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

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

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

Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
5. The sums insured in section one (**buildings**) will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

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

Section 2

Contents

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

What is covered

What is not covered

This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	for property in the open
4. escape of water from fixed water tanks, apparatus or pipes	
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship
6. theft or attempted theft	a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over £2,500, within detached domestic outbuildings and garages
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises

Section 2 - Contents (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
<p>A) accidental damage to</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio, video and DVD equipment • radios • home computers, video cassette recorders <p>all situated within the home</p>	<p>a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</p> <p>b) for damage to tapes, records, cassettes, discs or computer software</p> <p>c) for mechanical or electrical faults or breakdown</p>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs <p>forming part of the buildings, or for which you are legally liable as a tenant and do not have any other insurance.</p>	<p>for the cost of repairing, removing or replacing frames</p>
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>a) for contents outside the United Kingdom</p> <p>b) for money or credit cards</p> <p>c) any amount over 20% of the sum insured under section two for contents in a furniture store</p>

Section 2 - Contents (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
<p>D) rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<p>a) any amount over 15% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from subsidence, heave or landslip</p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>e) for loss or damage while the buildings are not furnished enough to be normally lived in</p> <p>f) the first £50 of every claim</p>
<p>G) the cost of repairing accidental damage caused by external and visible means from a single identifiable event to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>for which you are legally liable as tenant only</p>	<p>a) for damage due to wear and tear or any gradually operating cause</p> <p>b) the first £50 of every claim</p>

Section 2 - Contents (continued)

What is covered

What is not covered

This section of the insurance also covers	We will not pay
<p>H) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person sixteen years of age or under, <p>at the time of death</p>	
<p>I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</p>	any amount over £250 in total
<p>J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two</p>	more than £1,000. If you claim for such loss under sections one and two, we will not pay more than £1,000 in total
<p>K) wedding gifts within the home against loss or damage by events 1 - 10 of section 2 contents, for one month before and one month after the wedding day of you or any member of your family (if within the period of insurance). We will increase the contents sum insured by 10% to cover loss or damage to wedding gifts.</p>	the first £50 of every claim
<p>L) Christmas gifts within the home against loss or damage by events 1 - 10 of section 2 contents, during the month of December. We will increase the contents sum insured by 10% to cover loss or damage to Christmas gifts.</p>	the first £50 of every claim
<p>M) costs you have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation</p>	more than £750
<p>N) up to £2,000 for contents belonging to a member of your family who is away at University/College during term time but who usually resides at the premises named in the schedule.</p>	<p>a) theft unless by forcible or violent entry to or exit from the premises</p> <p>b) any amount over £1,000 for any one item.</p>

Accidental damage to Contents

The following applies only if the **schedule** shows that accidental damage to **contents** is included.

What is covered

What is not covered

This extension covers	We will not pay
<p>Accidental damage to the contents within the home</p>	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) for money, credit cards, documents or stamps f) for damage to contact, corneal or micro corneal lenses g) for damage while the home is lent, let or sub let h) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause i) for damage arising out of faulty design, specification, workmanship or materials j) for damage from mechanical or electrical faults or breakdown k) for damage caused by dryness, dampness, extremes of temperature and exposure to light l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination m) for the first £50 of every claim

Conditions that apply to Section 2 (Contents) only

Settling claims

How **we** deal with **your** claim

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

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

- the new article is as close as possible to but not an improvement on the original article-when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes
- pedal cycles

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

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

Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
5. **Index-linking clause.** The sums insured in section two (**contents**) will be indexed each month in line with the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

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

Section 3

Accidents to Domestic Staff

This section applies only if the **contents** are insured under section two.

What is covered

What is not covered

We will indemnify you	We will not indemnify you
<p>for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule</p>	<p>for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none"> • from any vehicle outside the premises • from any vehicle used for racing, pacemaking or speed testing • from any communicable disease or condition • in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance

Limit of insurance

We will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 4

Legal Liability to the Public

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

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered

What is not covered

We will indemnify you	We will not indemnify you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property caused by an accident happening at the premises during the period of insurance, <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property caused by an accident happening anywhere in the world during the period of insurance 	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Section 4 - Legal Liability to the Public (continued)

What is covered

What is not covered

We will indemnify you	We will not indemnify you for any liability
	<p>h) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <ul style="list-style-type: none"> i) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Section 4 - Legal Liability to the Public (continued)

Part B

What is covered

What is not covered

We will pay for	We will not indemnify you
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have indemnified you had the award been made against you rather than to you • there is no appeal pending • you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p>for any amount in excess of £250,000 any one claim / award and in all during the period of insurance</p>

Part C

What is covered

What is not covered

We will indemnify you for	We will not indemnify you
<p>any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<ul style="list-style-type: none"> • for any liability if you are entitled to indemnity under any other insurance • for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under section four:- more than £2,000,000 in all for Part A and C, and £250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 5

Valuables and Personal Possessions

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

What is covered

What is not covered

This insurance covers	We will not pay
<p>valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<ul style="list-style-type: none"> a) for damage caused by moth, vermin, wear and tear or any gradually operating cause b) for damage from electrical or mechanical faults or breakdown c) any amount over £1,500 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) the first £50 of every claim in respect of unspecified items j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule k) any amount over £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant

Conditions that apply to Section 5 (Valuables and Personal Possessions) only.

Settling claims

How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.
For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.
However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

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

Section 6

Domestic Freezer Cover

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

What is covered

What is not covered

Section two of this insurance extends to cover	We will not pay
the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<ul style="list-style-type: none"> a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action

Limit of insurance

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

Section 7

Pedal Cycle Cover

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

What is covered

What is not covered

Section two of this insurance extends to cover the following	We will not pay
<p>the cost of repairing or replacing your pedal cycles following:</p> <ul style="list-style-type: none"> • theft or attempted theft • accidental damage <p>anywhere in the United Kingdom</p>	<p>a) for loss or damage to:</p> <ul style="list-style-type: none"> • tyres, • lamps, • accessories, <p>unless the cycle is stolen or damaged at the same time</p> <p>b) for loss or damage due to wear and tear or any gradually operating cause</p> <p>c) for damage from mechanical or electrical faults or breakdown</p> <p>d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</p>

Limit of insurance

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

Section 8

Money and Credit Card Cover

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

What is covered

What is not covered

Section five of this insurance extends to cover the following	We will not pay
<ul style="list-style-type: none"> • theft or accidental loss of money • any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) <p>within the geographical limits shown in the schedule, provided that</p> <ul style="list-style-type: none"> • within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and • you have complied with all other conditions under which your credit card(s) were issued to you 	<ul style="list-style-type: none"> a) to make up any shortages due to error or omission b) for loss of value c) the first £50 of every claim

Limit of insurance

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

Endorsements

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

1) **Hotel and motel clause**

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.

2) **Safe clause**

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

3) **Keys clause**

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

4) **Alarm clause**

This insurance does not cover theft when **you** have left the premises without an authorised **occupant**, unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

5) **Climatic conditions clause**

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

6) **Musical instruments clause**

This insurance is extended to include loss or damage to the musical instruments specified in the **schedule**, but does not cover:

- a) loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching, denting;
- b) any loss caused by mechanical and / or electrical derangement unless such derangement arises solely from external causes;
- c) breakage of strings, reeds or drum heads;
- d) any loss or damage caused by cleaning or repairing or atmospheric conditions.

7) **Contact Lens clause**

Section 5 (**valuables** and **personal possessions**) is extended to include loss or damage to contact lens, but **we** will not cover

- a) loss or damage while **you** are swimming or involved in any other water sports;
- b) loss or damage while **you** are in water.

8) **Hearing Aids clause**

Section 5 (**valuables** and **personal possessions**) is extended to include loss or damage to hearing aids, but **we** will not cover

- a) loss or damage while **you** are swimming or involved in any other water sports;
- b) loss or damage while **you** are in water.

9) **Stamp collections clause**

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

10) **Coin Collections clause**

We will only pay up to 75% of the Spinks & Son valuation in respect of any coins that are lost or damaged.

11) **Thatch clause**

It is your duty to ensure that:

- all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
- all old thatch and thatching is burnt at a distance of more than 100 metres from the **premises**.
- no naked flames or tools producing naked flames be present in the attic or loft space at any time.
- two fire extinguishers are kept in the **home** and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.
- two smoke alarms are fitted within the **home**
- **You** must have an electrical certificate issued by a qualified electrical engineer which is not more than 5 years old in respect of the **home**.

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

12) **Contractors exclusion clause**

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

13) **Subsidence, heave or landslip exclusion clause**

Subsidence or heave of the site upon which the **buildings** stand or landslip is not covered by this insurance.

14) **Flood exclusion clause**

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

15) Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

16) Minimum security clause

This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.

Windows: Key operated security locks to all ground floor and other accessible windows.

17) Protections clause

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

- are maintained in good working order, and
- are in full and effective operation with the keys removed whenever **you** are absent from the premises.
- are not withdrawn or varied without **our** consent

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

18) Your bank or building society's interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

19) Unattended vehicles clause

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

20) Unoccupancy clause

If **you** leave the **home** without an **occupant** for more than 30 consecutive days **we** will not pay

- a) the first £250 of each and every claim
- b) for loss or damage in respect of
 - **money** and **credit cards**
 - **valuables**
 - televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, video cassette recorders
 - **Office Equipment**

20) Unoccupancy clause (continued)

c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless:-

i) the Water Supply be switched off at the mains and the entire water system and central heating system be drained of all water

or

ii) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open.

*Note: Before **we** pay a claim following loss or damage resulting from Escape of Water and frost damage to fixed water tanks, apparatus or pipes **we** may at **our** option ask **you** to provide any bills for utilities being supplied to the **home** at the time of such loss.*

21) Child Minders Clause (Contents Section)

It is hereby noted and agreed that whilst the **home** is being used as a Nursery, supervising infants within **your** care, this insurance will not cover Accidental Damage and we will not pay for any theft/loss unless following forcible and violent entry or exit. It is further noted and agreed that in respect of **your** activities as a childminder, that Liability cover as defined in sections 3 and 4 is specifically excluded.

22) Flats Clause

The sum insured under Section One (**Buildings**) represents the value of that portion of the **buildings** owned by **you** (including external walls, roof and foundations and such common parts of the **buildings** for which **you** are legally liable). In the event of a loss resulting from an insured peril to any part of the **premises** not occupied by **you** but for which **you** are legally liable, **we** will only pay such portion of that loss as the sum insured bears to the reinstatement value of the **buildings**.

23) Notice Clause

You must give immediately notice to Hamilton Fraser in the event of any changes in the tenancy, occupation or use of the **home**.

24) Let Property Endorsement

It is noted that the **home** is let and that the following amendments apply to the policy coverage:

a) **We** will not pay for:-

- property in the open
- **money** or **credit cards** and negotiable documents
- gold, silver, gold and silver plated articles, jewellery, furs and all portable electrical items
- property of tenants
- property contained in outbuildings, sheds or garages
- the first £250 of each and every claim (other than subsidence where a £1,000 excess applies)

25) Let Property Endorsement (continued)

- deliberate loss or damage caused by any persons lawfully in the **home**
- **Office Equipment**
- Clothing

b) **Your** duties:

- The inside of the **home** must be checked by **you** or **your** authorised representative at least once every 90 days.
- **You** must comply with any Local Authority regulations or statutory conditions regarding the letting of the property.
- All gas appliances fitted at the **home** must be serviced by a CORGI registered individual within 15 days of the start of this insurance or not more than 12 months from the date they were last serviced, whichever is the sooner.
- A shorthold tenancy agreement of six months or over must be in force at all time along with suitable references.

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

c) Break in Tenancy / Unoccupancy

Immediately there is a break in the tenancy agreement or the **home** is left without an **occupant** for more than 7 consecutive days (whichever is the sooner) **we** shall not pay for loss or damage caused by:

- escape of water from and frost damage to fixed water tanks, apparatus or pipes between 1st November and 31st March (both days inclusive) unless:-
 - i) the Water Supply be switched off at the mains and the entire water system and central heating system be drained of all water
 - or
 - ii) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open.

*Note: Before **we** pay a claim following loss or damage resulting from Escape of Water and frost damage to fixed water tanks, apparatus or pipes **we** may at **our** option ask **you** to provide any bills for utilities being supplied to the **home** at the time of such loss.*

- any person taking part in a riot, violent disorder, strike, labour disturbance and commotion or acting maliciously
- theft or attempted theft.

d) Section Four: Legal Liability to the Public

It is noted and agreed that cover under Section four is restricted to amounts **you** become legally liable to pay as owner only and not as occupier of the **home**.

26) Holiday Home Endorsement

It is noted that the **home** is used for the purposes of a holiday home and that the following amendments apply to the policy coverage:

a) **We** will not pay for:-

- **money or credit cards** and negotiable documents
- **valuables**
- the first £250 of each and every claim (other than subsidence where a £1,000 excess applies)
- deliberate loss or damage caused by any persons lawfully in the **home**
- **Office Equipment**

b) **Your** duties:

The inside of the **home** must be checked by **you** or a responsible person authorised by you at least once every 14 days.

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

c) Unoccupancy

Immediately the **home** is left without an **occupant** for more than 7 consecutive days between 1st November and 31st March (both days inclusive) **we** shall not pay for loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless:-

i) the Water Supply be switched off at the mains and the entire water system and central heating system be drained of all water

or

ii) where the entire home has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open.

*Note: Before **we** pay a claim following loss or damage resulting from Escape of Water and frost damage to fixed water tanks, apparatus or pipes **we** may at **our** option ask **you** to provide any bills for utilities being supplied to the **home** at the time of such loss.*

d) Section Four: Legal Liability to the Public

It is noted and agreed that cover under Section four is restricted to amounts **you** become legally liable to pay as owner only and not as occupier of the **home**.

27) Fire Extinguisher/Smoke Alarm Clause

It is **your** duty to ensure that:-

- two serviceable fire extinguishing appliances, including one specifically designed for electrical fires,
- one fire blanket within the kitchen
and
- two smoke alarms

are fitted within the **home**

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

28) High Value Cycle Endorsement:

We will not pay for theft of pedal cycles with a value of more than £750 unless at the time of the theft:-

- the pedal cycle was in the **home** and
 - i) all the protections for the **home** were in full and effective operation, and
 - ii) if in a garage, shed or outbuilding, that the pedal cycle was securely chained to the building structure

or

- the pedal cycle was away from the **home** and kept in and securely chained to a locked garage or private dwelling of **standard construction**

29) Food or Drink Poisoning Extension Clause

In return for an extra premium being paid and subject to the terms, conditions and exclusions of this Insurance except as herein provided, the Insurance is extended to indemnify **you** against such sums as **you** shall become legally liable to pay in respect of claims made against **you** for accidental **bodily injury** or accidental damage to property which occurs during the **period of Insurance** and arises out of poisoning by, or foreign or deleterious matter in, food or drink consumed in or about the **premises** specified in the **Schedule**.

The maximum amount **we** will pay under this extension is as follows:

- a) £2,000,000 in respect of any one accident or series of accidents arising out of one event
- b) £2,000,000 in the aggregate in respect of all accidents occurring during the **period of insurance**

We will also pay costs and expenses **we** have agreed in writing. It is warranted by **you** that at the commencement date of this insurance **you** are not aware of any circumstances which might subsequently result in a claim being made under this extension clause, except as reported in writing to **us**.

30) Business use extension clause

Section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** as an office. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

31) Additional Excess Endorsement (£100)

You must pay for the first £100 of each and every claim under all sections other than sections 3 and 4 in addition to the amount(s) stated in the policy document.

32) Additional Excess Endorsement (£250)

You must pay for the first £250 of each and every claim under all sections other than sections 3 and 4 in addition to the amount(s) stated in the policy document.

33) **Theft limitation clause**

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

34) **Jewellery Clause**

This insurance does not cover loss of or theft of jewellery unless at the time of loss or theft the jewellery is:-

- a) being worn by **you**; or
- b) deposited in a bank or hotel/motel safe; or
- c) in a locked safe at the **home** or
- d) carried by hand by **you**

35) **Additional Storm Excess Endorsement (£250)**

You must pay for the first £250 of each and every claim for the events of storm, flood or weight of snow under sections one (**Buildings**) and two (**Contents**) in addition to the amount(s) stated in the policy document.

36) **Amended Subsidence / Heave and Landslip Excess**

You must pay for the first £2,500 or 2.5% whichever is greater of each and every claim under event 9 of Sections one (**Buildings**) and two (**Contents**).

37) **Jewellery Maintenance**

We will not pay for loss of individual stones from items of specified jewellery valued at more than £5,000 unless they were examined by a competent jeweller within the two years prior to the loss and settings renewed if that was recommended by the jeweller.

38) **Unoccupancy clause (Immediate)**

It is noted that the **home** is unoccupied. **We** will not pay:-

- a) the first £250 of each and every claim
 - b) for loss or damage caused by theft or attempted theft or malicious acts in respect of
 - **money** and **credit cards**
 - **valuables**
 - televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, video cassette recorders
 - **Office Equipment**
 - c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes between 1st November and 31st March (both days inclusive) unless:-
 - i) the Water Supply be switched off at the mains and the entire water system and central heating system be drained of all water
- or

38) Unoccupancy clause (Immediate), (continued)

- ii) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open.

*Note: Before **we** pay a claim following loss or damage resulting from Escape of Water and frost damage to fixed water tanks, apparatus or pipes **we** may at **our** option ask **you** to provide any bills for utilities being supplied to the **home** at the time of such loss.*

It is further noted and agreed that the inside of the **home** must be checked by **you** or a responsible person authorised by **you** at least once every 14 days.



Hamilton Fraser is a regulated insurance broker and has been providing insurance protection for owners and occupiers of private residential properties for 10 years.

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