

**magenta**:premium



policy wording

**magenta**  
insurance

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# Important phone numbers

Below is a list of important phone numbers that relate to this insurance policy.

## Home Insurance Claims 03300 567 135

This phone number is for registering new claims and is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that **we** can take any action necessary.

Please see page 16 for the steps of how to make a claim.

## Legal Advice 0344 770 1040

If **you** want to get confidential advice on any personal legal problem, please phone the legal help line. This service is provided by 'Arc Legal Assistance' and the advice is free. When **you** phone, please quote 'magenta insurance Home Legal Helpline' and have **your** policy number available.

## Victim Support 0808 168 9111

Victim Support is the national charity for people affected by crime. Staff and volunteers offer free and confidential information and support at local branches and on Victim Support line.

# Welcome to magenta insurance

Thank **you** for choosing this household insurance policy issued by magenta insurance.

**You** should have this policy booklet, a policy **schedule** and Insurance Product Information Document (IPID). These documents provide evidence of a legally binding contract of insurance between **you** and **us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **your** needs. If they do not meet **your** needs, please return them to **us** or **your** insurance broker immediately. If the insurance described does not give **you** everything **you** need, please tell **us** immediately.

This insurance contract is based on the information provided by **you** or on **your** behalf at the time **you** applied for this insurance and is shown in the statement of facts. Please tell **us** at once if **you** have made any mistakes or if the information provided by **you** is not accurate or complete, otherwise this policy may not be valid.

## If you have a loss, call our 24-hour Claims Helpline: 03300 567 135

This phone number is for registering new claims only and is open twenty (24) hours a day, three hundred and sixty-five (365) days a year. In all cases, please aim to contact **us** within one (1) hour of a loss but no later forty-eight (48) hours. This is regardless or not if **you** wish to make a claim under this insurance.

If **your** loss was due to theft, attempted theft, riot, or vandalism please contact the police and obtain a crime reference number.

### Law applicable to this contract

Unless **we** agree otherwise:-

The language of this policy and all communications relating to it will be English; This contract will be subject to English law and the decision of English courts.

### Rights of Third Parties

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

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under any law in any country in which this insurance applies.

### Period of insurance and premium payment

**We** have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the premium shown in the **schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

**Delegated authority**

magenta insurance is an intermediary and not an insurer. magenta insurance has not made any personal recommendation regarding the sale of this policy.

This insurance has been arranged for **you** by magenta insurance. The policy is underwritten by the insurer(s) shown in the **schedule**. magenta insurance is a trading name of inet3 Limited, who are authorised and regulated by the Financial Conduct Authority (FCA). **You** can check this on the FCA website, [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768.

This insurance will be accepted under a binding authority from the insurer(s), whereby underwriting authority has been granted to magenta insurance.

**Regulation and signature**

Signed for and on behalf of the insurer;

A handwritten signature in blue ink, appearing to read 'David Reid', with a stylized flourish at the end.

David Reid  
Chief Executive  
inet3 Limited T/A magenta insurance

# Important information

**Data Controller:** inet3 Limited, 3 Whiting Street, Bury St Edmunds, IP33 1NX

**Contact for queries:** magenta insurance; 03300 567 146; [data@magentainsurance.co.uk](mailto:data@magentainsurance.co.uk)

Magenta insurance is a Trading Name of inet3 Ltd. inet3 Limited are a registered Data Controller.

Please make sure **you** read and understand this Privacy Notice as it explains to **you** what **we** will do with the personal information **you** give to **us** about **you** and the other people insured under **your** policy. **Your** personal information means information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured under **your** policy as it also applies to them.

## How we will use the information you give us.

**We** will only use **your** information on the basis that it is necessary to administer **your** insurance contract, help **you** make a claim, or to produce reports that help **us** see how **our** business is performing. Where **we** need to pass information to other firms, it will only be for that purpose. These firms will be insurers, other insurance brokers, and firms handling claims. It includes finance providers and firms that process or administer **our** records, as well as Industry databases used to prevent fraud and fight crime.

When **we** contact **you**, it will either be for the above reason, or because **we** have a legitimate interest in marketing related products. For any other marketing it will only be with **your** consent and **you** will be able to withdraw **your** consent or unsubscribe from any marketing activity easily, at any time.

If **we** have to transfer information to a country outside the EU, **we** will only do so if a similar level of data protection applies. If **we** need to obtain information which is by nature sensitive, **we** will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

## What type of personal information do we need?

- **We** may need personal details which might include details of members of **your** family, lifestyle, finances, business, details of **your** property or previous claims.
- **We** will only collect what is necessary and will only keep it for as long as **we** are required to do in line with **our** data retention policy. **You** can ask **us** for a copy of **our** Data Retention Policy, or view this online.

## What other types of information do we need?

- Under certain circumstances **we** may also need to obtain information about Race or Origin, Gender, and Health.
- **We** might also need details of criminal convictions.
- **We** will only collect what is necessary and protect it with appropriate security measures.

## How do we obtain your information?

- **We** may gather it from information **you** submit to a website, by telephone, face to face or by email.
- **We** may receive it from insurers, other insurance brokers and firms handling claims. It includes finance providers and firms that process or store **our** records.
- **We** may also receive it from anti-fraud databases such as CUE or from Government provided sanctions lists.

## What are my legal rights?

**You** have the right to complain, about how **we** handle **your** information specifically, to the Information Commissioner: [www.ico.org.uk](http://www.ico.org.uk) 0303 123 1113. Head office Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF.

- **You** can obtain a copy of **your** personal information from **us** without charge by contacting **us** at the address above, further details can be found in **our** Subject Access Request Policy. **You** can request this from **us** or **you** can access this online [www.magentainsurance.co.uk/privacy](http://www.magentainsurance.co.uk/privacy); This may include the right to transfer information to other providers.
- **You** have the right to ask **us** to correct information.
- **You** have the right to ask **us** to delete **your** information or stop using it, unless it is necessary for **us** to retain it for insurance or financial purposes as set out in **our** Data Retention Policy.
- **You** can find more detailed information about **your** rights, and how data is used in the insurance market on **our** website [www.magentainsurance.co.uk/privacy](http://www.magentainsurance.co.uk/privacy)
- **You** have the right to opt out of marketing activity at any time, by any method **you** wish, using the contact details contained in this notice.

## Profiling and automated decision making

**We** may use automated decision making, which includes profiling in **our** assessment of insurance risks and for the administration of policies. This is used to help **us** decide whether to offer insurance, determine prices and validate claims.



# Cancellation

## 1 Your cancellation rights:

**You** have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the 'cooling off period');

**You** should exercise this right by contacting the entity that effected this insurance on **your** behalf or by writing to **us**;

If **you** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **you** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** in writing via the entity that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the period of insurance, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

## 2 Our cancellation rights:

In addition to **our** rights set out in the following clauses:

- **Your** duty of fair presentation;
- **Period of insurance** and premium payment;
- Fraud;

**We** may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
  - **our** ability to process a claim; or
  - the defence of **our** interests; or
  - the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **our** staff or anyone acting on **our** behalf;

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance** **we** will return to **you** a proportionate return of the premium in respect of the unexpired period of insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.



# Helpful hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

## Fire Prevention

### Do

- Test **your** smoke alarms regularly. Smoke alarms save many lives and significant damage every year.
- Check **your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits.
- Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.
- Always unplug non-essential appliances before **you** leave the home or before **you** go to bed at night especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Install suitable fire extinguishers. **You** should put one in the kitchen.
- Make sure that all open fires are correctly guarded – even if they appear to be out – especially at night.
- Have **your** chimneys swept and flues regularly checked, at least once a year (if **you** use open fires).
- Put out candles before **you** leave the room, make sure they have secure holders and are not near any flammable material or surface such as curtains.

### Don't

- Smoke in bed.
- Move or fill oil heaters when they are alight.
- Let children play with matches or fire.
- Leave a pan of fat unattended on the cooker.
- Leave children unattended in an active kitchen.
- Overload electrical sockets.

In the event of a fire, plan an escape route for **your** family, keeping all window and door keys in easy access. Do not attempt to gather contents.

If **you** would like more information about fire, its effects and prevention go to [http:// firekills.direct.gov.uk](http://firekills.direct.gov.uk).

## Water Damage

One of the biggest risks of water damage occurs when **you** are away during the winter when pipes can freeze and burst.

It is therefore important that **you** insulate all pipes in **your** home especially the pipes in the loft as these are vulnerable to the cold air especially in winter months.

If **you** are going on holiday or the home is going to be **unoccupied** between the period of 1st October to 31st March it is important that **you** maintain a temperature of a minimum of 15°C throughout the home, because the pipes in your loft are particularly vulnerable, we recommend that **you** keep **your** loft hatch open to allow the warm air to reach the pipes and reduce the possibility of the pipes and tank freezing. If **you** want to leave **your** heating off, then **you** will need to drain **your** whole central heating system and switch off the water supply at the mains.

If, despite **your** precautions, **your** pipes freeze, turn the main supply off by the stopcock and thaw them out slowly using hot-water bottles or hairdryers. Never use a blowlamp or warm-air paint stripper guns. Turn the tap on where you believe the frozen pipe is to allow the melted water to drain from the system.

If the pipe has burst you should turn off **your** water immediately, avoid using any electricity in the area of damage and remove any **contents** away from the leak to prevent further damage.

## Theft

It is important that **you** take all reasonable measures to avoid loss or damage from the home by improving security. By making access to the home difficult, thieves will be put off.

If **you** have suffered a previous theft loss or **you** live in an area that may have a high risk of theft, it may be necessary for **you**, as part of the policy conditions under this insurance to fit either security devices or an approved intruder alarm or both.

If **you** do suffer from a theft in this **period of insurance**, we may look for a security upgrade to offer a renewal to **you**. Please ensure this is done prior to the renewal invite to stop any confusion at renewal.

## Security

- ▶ Make sure you have good-quality locks (approved to British Standard) fitted to all of **your** outside doors and all accessible windows at the **home**.
- ▶ Use the door and window protections when **you** leave the home unattended day or night, even if it is just for a quick trip and remove the keys from the locks (including the garage), do not leave them under a flowerpot, garden ornament or car wheel, on show through the letter box or anywhere else they can be found easily.
- ▶ Leave a light on, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- ▶ Do not leave large amounts of money in the **home**.
- ▶ Do not leave high risk items in unattended vehicles.
- ▶ Photograph **your** high-risk items and keep copies of valuations and receipts. These are extremely helpful in case they are lost or stolen, not only to **us** but also to the police.
- ▶ Mark **your** high-risk items with **your** postcode and house number with special security markers.
- ▶ Do not let strangers into the home without proof of identity. Consider fitting a door safety chain or a spy hole.

## When you go away on holiday

- ▶ Tell a trusted neighbour or **your** local Neighbourhood Watch about **your** holiday.
- ▶ Stop newspaper and milk deliveries.
- ▶ Do not advertise **your** absence; leave a light on, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- ▶ Place any small high-risk items which are not being carried or worn with a bank or other suitable deposit.
- ▶ Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.
- ▶ Leave **your** key with a trusted neighbour and ask them to look in and inspect the **home** occasionally.

If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the Security Recommendations section.

For further advice talk to **your** crime prevention officer at **your** local police station, a member of the British Locksmiths Association or visit: [www.homeoffice.gov.uk](http://www.homeoffice.gov.uk).

# Security recommendations

**We** recommend that;

## Doors

- ▶ On all doors into the **buildings, you** should fit a five-lever mortise deadlock to British Standard 3621.
- ▶ If **you** have UPVC doors, they should be secured by a minimum of a three (3) point locking system.
- ▶ If **you** have French windows or double sliding patio doors, **you** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.
- ▶ If **you** have aluminium-framed sliding or patio doors, you should, where possible, fit detachable key-operated runner locks.
- ▶ Key-operated security bolts fitted to the top and bottom of all doors into the home will give **you** greater security.

## Windows

All opening sections of basement, ground floor or easily accessible windows (without using ladders) should be fitted with key-operated locks.

## Intruder Alarm

If **you** plan to get a quote for an intruder alarm, **you** should check that the installer is a registered member of the National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB). **We** recommend that your alarm is under an annual contract.

# Definitions

This policy booklet, the **schedule** and any memorandum attached hereto or **endorsement** hereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. These words are shown in **bold**.

Also, where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the policy are included for convenience only and will not form part of this policy

- **Accidental damage**

Single and sudden unexpected event resulting in physical damage.

- **Bodily Injury**

Death, illness, injury or disease.

- **Buildings**

The main structure of the **home**, and the following belonging to **your home** all on the same land and used for domestic purposes:

- permanent **fixtures and fittings, outbuildings**, spas & Jacuzzis, terraces, sunken swimming pools, hard tennis courts, drives, paths, patios, walls, gates, fences and permanently fixed ornaments in the garden.

**Buildings** do not include aerials, satellite receivers and masts.

- **Business equipment**

Office furniture, computing equipment (but excluding data) telecommunications equipment and stationery in the **home** which are used for **your** business, trade or profession (other than equipment belonging to **your** employer).

- **Communicable disease**

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- ▶ the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ▶ the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- ▶ the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here whether pandemic or non-pandemic).

- **Contents**

- Household goods and **personal belongings**;
- **Money & credit cards**;
- **High risk items**
- Free-standing hot tubs, Jacuzzis, swimming pools or spas;
- Free standing wind turbines and solar panels;
- **Business equipment**;
- Pedal cycles including electrically powered pedal cycles;
- Heating oil
- Guests' **personal belongings**;
- Carpets;
- Tenants' **fixtures and fittings**;
- Radio or television aerials, satellite receivers and masts fixed to or in the **home**;
- **downloaded electronic information**

which **you** or a member of **your family** own or are responsible for.

**Contents** also included interior decorations that belong to **you** if **you** are the tenant or if **you** are the owner but not responsible for insuring the building.

**Contents** does not include:

- ▶ any property which is more specifically insured by this or other insurance;
- ▶ any living creature;
- ▶ trees, shrubs and plants;
- ▶ laminate and vinyl flooring;
- ▶ landlord's **fixtures and fittings**;
- ▶ motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

- **Domestic Employee**

Any person **you** employ to perform domestic duties, work or services at **your home**, this excludes any person who is hired to work for **you** in connection with **your** business.

- **Downloaded electronic information**

Non recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate website, which **you** or a member of **your family** have bought and hold a valid receipt for.

- **Excess**

The first amount **you** must pay towards each claim. If a claim resulting from the same incident is made under more than one section of this policy, **we** will deduct the higher **excess**.

- **Family**

**You, your** domestic partner or civil partner, children (including adopted and foster children), parents and other relatives who permanently live in the **home**.

- **Fixtures and fittings:**

- ▶ built-in furniture;
- ▶ built-in appliances;
- ▶ fixed glass and **sanitary ware**;
- ▶ external lighting, alarm systems and surveillance equipment;
- ▶ fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters;
- ▶ permanently fixed wind turbines and solar panels.

- **Flood**

Water, from any source external to a building, which enters a building –

- (a) At or below ground level, or above ground level, provided that part of the body of such water is at ground level; and
- (b) Does so with a volume, weight or force which is substantial and abnormal.

The following does not constitute a flood:

- i) The gradual seepage or percolation of water into a building (such as rising damp);
- ii) Water escaping from a main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a flood falling with paragraph (a) and (b).

- **Heave**

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

- **High Risk Items**

- video and photographic equipment;
- articles of gold, silver, precious metals or stones;
- any rare or unusual articles that are collectable;
- jewellery, watches or pearls;
- clocks;
- pictures, drawings, sculpture or paintings;
- guns;
- musical instruments that are designed to be carried.

- **Home**

The main structure and **outbuildings** used for domestic purposes only, at the address shown on the **schedule**.

- **Landslip**

Downward movement of sloping ground.

- **Maximum Claims Limit**

The most **we** will pay for any claim under any section (or its extension) as shown in this policy booklet or **schedule**.

- **Money & Credit Cards**

- Current legal tender, cheques, postal or money orders, traveller's cheques, saving certificates and bonds, Premium Bonds, postage stamps not forming part of a collection, gift tokens or luncheon vouchers;
- Pre booked event and entertainment tickets;
- travel tickets, sports season tickets, phonecards, or mobile phone top-up vouchers (but only for the cost of replacing these for the period from the date **you** lost it to the date the original ticket or voucher runs out), if **you** cannot get a copy;
- credit, cheque, debit and charge cards;

which **you** or a member of **your family** own or are responsible for and are not used in connection with any business or profession.

- **Outbuildings**

Sheds, garages, greenhouses, summer houses (but not including caravans, mobile homes or motor homes) which are not part of the main structure of the **home** and not designed to be lived in.

- **Pair or Set**

Articles which complement one another or are used together.

- **Period of insurance**

The length of time covered by this insurance (as shown on the **schedule**), the times shown are taken as the local time at your address and any additional period for which **we** accept **your** premium.

- **Personal belongings**

Clothing, sporting and camping equipment and other items of a personal nature normally worn or carried, which **you** or a member of **your family** own and which is in **your** custody and control.

**Personal belongings** do not include:

- any property which is more specifically insured by this or other insurance;
- **High risk items**;
- **money & credit cards**;
- motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery- powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, drones, hang- gliders, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

- **Sanitary Ware**

Sinks, wash basins, bidets, shower trays, baths, lavatory pans and cisterns.

- **Schedule**

The document issued to **you** when cover is taken out outlining the cover provided to **you** under the **period of insurance**. **We** issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change **your** policy cover.

- **Settlement**

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

- **Storm**

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.

- **Subsidence**

Movement of the ground beneath the **buildings other** than by **settlement**.

- **Unfurnished**

The **home** is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living purposes and for more than thirty (30) days in a row.



- **Territorial Limits**

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

- **Unoccupied**

Not used to provide overnight accommodation for **you** or anyone who has **your** permission for more than (thirty) 30 days in a row. Regular visits to the **home**, or occasional overnight stays, will not reinstate this cover unless the **home** has provided overnight accommodation for a minimum of four days in a row.

- **We, us or our**

The insurer stated in the **schedule**.

- **You, your**

The directors or partners of the business named on the **schedule** or the person or people named on the **schedule** and **your family**.

# How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy.

If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy **schedule** to see which section **you** are covered for.
2. If **your** loss is due to theft, attempted theft, riot civil commotion, or vandalism is lost or damaged away from the **home**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

## Phone household claims on: 03300 567 135

Tell them **your** policy number. **You** will find this on **your** policy schedule. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help them to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us** or **your** broker, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** broker. They will answer any questions **you** may have.

# Section one: Buildings

The schedule will show if the cover applies

## What is covered

### Insured events

Loss or damage to the **buildings** during the **period of insurance** caused by the following insured events:

1. Fire and smoke.

2. Earthquake.

3. Explosion.

4. Lightning.

5. Any aircraft or other flying objects, hitting or striking the **buildings**, or anything dropped from them.

6. Riot, civil commotion, strikes and labour or political disturbances

7. Impact by any vehicle or animal.

8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.

The cost of removing them if they have the **buildings** insured by this section

9. Falling trees or branches, telegraph poles or lampposts.

The cost of removing them if they have damaged the **buildings** insured by this section.

10. Theft or attempted theft.

11. Malicious acts or vandalism.

12. Flood.

## What is not covered

**Excess** of one hundred pounds (£100) for all paragraphs shown in this section except paragraphs 13, 14, 17, 18, 19 and 24.

- Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.

- Loss or damaged caused by a drone that is being operated under **your** control.

- Loss or damage caused by pets or any animal under your control.

- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.

- Loss or damage:
  - caused by cutting down or trimming trees or branches; or
  - to hedges, fences and gates.

- Loss or damage to the **home**:
  - caused by **you, your family, your** guests, lodgers, **tenants** or employees;
  - while the **home** is lent, let or sublet or shared unless there has been forced and violent entry into or exit out of the **home**;
  - while the **home** is **unoccupied** or **unfurnished**.

- Loss or damage to the **home**:
  - caused by **you, your family, your** guests, lodgers, tenants, employees or any person that **you** or **your family** has allowed into the **home**;
  - while the **home** is **unoccupied** or **unfurnished**.

- Loss or damage to the **home** caused by:
  - frost;
  - **subsidence**, heave or **landslip**;
  - Underground water;
  - Water escaping from any fixed heating system or **sanitary ware**.
- Loss or damage to hedges, fences and gates.

## What is covered (continued)

### 13. Escape of water or oil.

- Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- Oil escaping from any fixed heating installation in the **home**.

**We** will also pay the costs **you** have to pay to trace where the water or oil is leaking from, including the cost of repairs of walls, floors or ceilings. The most **we** will pay for tracing where the oil or water is leaking from is ten thousand pounds (£10,000).

### 14. **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

### 15. Storm

## What is not covered (continued)

- **Excess** of three hundred pounds and fifty pounds (£350)
- Loss or damage caused by:
  - **subsidence, heave** or **landslip**;
  - faulty workmanship;
  - chemicals or a chemical reaction;
  - water escaping from guttering, rainwater down pipes, roof valleys and gullies;
  - the failure or lack of grout and/or sealant;
  - sinks and baths overflowing as a result of the taps being left on. This can be claimed for under **accidental damage** paragraph 25, if **you** have selected this cover.
- Loss or damage:
  - to fixed domestic oil tanks, swimming pools, hot tubs, Jacuzzis and spas;
  - to the installation itself;
  - if the installation is outdoors or in an **outbuilding**, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**
- **Excess** of one thousand pounds (£1,000)
- Loss or damage caused by:
  - coastal or river erosion;
  - new structures bedding down, settling, expanding or shrinking;
  - newly made-up (surfaced) ground settling;
  - faulty design, workmanship or materials;
  - construction work or repairing, demolishing or altering the **buildings**;
  - normal **settlement**, shrinkage or expansion;
- Loss or damage to:
  - domestic oil systems, swimming pools, tanks, drains, pipes and cables, hot tubs, Jacuzzis, spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates unless the main structure used as the private living accommodation is damaged at the same time and by the same specific source and cause;
  - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the main structure are damaged at the same time and by the same specific source and cause;
  - the **buildings**, if compensation is provided by law, contract or legislation.
- Loss or damage caused by:
  - Frost;
  - **Subsidence, heave** or **landslip**;
  - Underground water
- Loss or damage to fences and gates.

# Extra benefits included within buildings

## What is Covered

### 16. Accidental breakage of:

- Fixed glass forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- Fixed **sanitary ware** and their fittings;
- Ceramic glass in cooker hobs of built-in units.

### 17. Loss of rent or costs for alternative accommodation.

While the home cannot be lived in as a result of loss or damage covered by an insured event under this section **we** will pay either:

- rent **you** would have received from an existing tenant if the **home** could have been lived in;
- the extra cost of similar alternative accommodation for **you, your family** and **your** pets;
- ground rent that **you** have to pay.

The most **we** will pay is sixty thousand pounds (£60,000).

If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:

- an emergency evacuation;
- a neighbouring property being damaged by any loss or damage insured by this section;

**We** will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to thirty (30) days.

The most **we** will pay is ten thousand pounds (£10,000).

### 18. Selling the home

If **you** sell the **home**, from the date **you** exchange contracts **we** will give the buyer the benefit of cover by this section until the sale is completed, unless the buyer has arranged their own insurance. During this period, the buyer must keep to the terms and conditions of this policy.

### 19. Building fees and the cost of removing debris

After a claim, which is covered by an insured event under this section, **we** will pay the following:

- the cost of architects', surveyors', civil engineers', solicitors' and other fees to

## What is not covered

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- Any costs:
  - for preparing a claim;
  - which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;

### What is covered (continued)

- repair or rebuild the **buildings**;
- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

The most **we** will pay is seventy-five thousand pounds (£75,000).

### what is not covered (continued)

- involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;

## 20. Pipes and cables

**Accidental damage** for which **you** are responsible to underground cables, pipes and tanks serving the **home**.

- Loss or damage:
  - while the home is **unfurnished** or **unoccupied**;
  - caused by **subsidence** or **heave** of the land, or **landslip**;
  - caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material;
  - to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains.
- The cost of:
  - clearing blocked sewers pipes, drains, soakaways, underground pipes or tanks;
  - repairing the source of the damage unless the cause is covered elsewhere in this policy.

## 21. Metered water or oil

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is two thousand five hundred pounds (£2,500).

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

## 22. Emergency Access

Loss or damage to the **buildings** or lawns and gardens caused by a member of the emergency services attending or breaking into the **home**:

- to rescue **you**, a member of **your family**, a guest, a lodger, a tenant or an employee;

### What is covered (continued)

- to deal with a medical emergency; or
- to prevent damage to the **home**.

The most **we** will pay is two thousand five hundred pounds (£2,500) for damage to the **buildings** and five hundred pounds (£500) for damage to the lawns and gardens.

### 23. Replacing locks and keys.

**We** will pay the cost of replacing keys and fitting locks to the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is one thousand pounds (£1,000).

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

### What is not covered (continued)



## Guidance note

If **you** own and live in the **home** insured by this policy, accidents which happen in the **buildings** or on land are, by law, usually the responsibility of the person who lives in the **home** or on the land, rather than the person who owns the **home**.

If **you** are the owner and occupier of the **home**, this section does not cover **your** legal responsibility as the occupier of the **home** or its land. **You** will need to arrange **contents** insurance which gives occupier and/or public liability cover to make sure **you** are fully protected.

### What is covered

#### 24. Liability as the owner of your present and previous home.

During the **period of insurance**, **we** will insure **your** or **your family's** legal liability to pay compensation as:

- current owner, but not as occupier, for accidents happening in and around the **home**;
- previous owner of any home which **you** occupied, for accidents happening in and around that home, under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

**We** will provide this cover if the accident results in:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee;
- loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses they have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

### What is not covered

Legal liability arising:

- from occupying the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of any member of **your family** or an employee being injured;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- where **you** are entitled to recover from another source;
- from the use or possession of lifts (other than a stair lift);
- from any business or professional use of the **buildings**;
- from an incident which happens over seven years after this policy ends or the home was sold;
- from the cost of correcting any fault or alleged fault;
- motor vehicles, electrically, mechanically or power- assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, drones, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items

# Accidental damage to buildings

The schedule will show if this cover applies

## What is covered

### 25. Accidental damage to the buildings.

## What is not covered

- **Excess** of one hundred pounds (£100)
- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - the **buildings** moving, settling, shrinking, collapsing or cracking;
  - any process of cleaning, repairing, renovating or maintaining the **buildings**;
  - faulty workmanship, design or materials;
  - any water gradually seeping into the **home**.
- Loss or damage that happens while the **home** is being demolished or having repairs or alterations carried out to the **buildings**.
- Loss or damage while the **home** is **unfurnished**, **unoccupied**, lent, let, sublet, or is shared.
- Loss or damage caused by insured events described in paragraphs 1-15 of this section.  
*(Such damage would be covered under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph).*

# Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the part of the **buildings** damaged or destroyed or pay for damaged parts, as long as:

- the **maximum claims limit** is enough to rebuild the **buildings** in a new condition similar in size, form and style;
- the repair or rebuilding is carried out immediately after **you** receive approval (other than emergency repairs, which should be carried out as soon as reasonably possible);
- the **buildings** were in a good state of repair and properly maintained prior to the loss.

If these conditions are not met, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance or refuse to pay **your** claim and/or cancel the policy.

If the loss or damage to the **buildings** is not repaired or replaced as explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the rebuild of the **home** immediately before the damage and its value after the damage providing **we** pay no more than the cost of rebuilding or reinstating the **buildings**; or
- the cost which would be incurred if **we** replaced the item through **our** network of suppliers.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy, **we** may amend **your** invited premium and their acceptance criteria.

## Maintaining the buildings limit

After **we** have settled a claim, **we** will automatically reinstate the **maximum claims limit**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage.

## Maximum claims limit

The most **we** will pay under Section One Buildings – Is the **maximum claims limit** or any other limit shown in the **schedule** or in the policy.

## Section two: Contents

The schedule will show if this cover applies.

What is covered	What is not covered
Loss or damage to the <b>contents</b> while in the <b>home</b> occurring during the <b>period of insurance</b> caused by the following insured events:	<b>Excess</b> of one hundred pounds (£100) for all paragraphs shown in this section, except paragraphs 13, 17 and 31-33
<b>1.</b> Fire and smoke.	<ul style="list-style-type: none"> <li>Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.</li> </ul>
<b>2.</b> Earthquake	
<b>3.</b> Explosion	
<b>4.</b> Lightning	
<b>5.</b> Any aircraft or other flying objects, hitting or striking the <b>buildings</b> , or anything dropped from them.	<ul style="list-style-type: none"> <li>Loss or damaged caused by a drone that is being operated under <b>your</b> control.</li> </ul>
<b>6.</b> Riot, civil commotion, strikes and labour or political disturbances.	
<b>7.</b> Impact by any vehicle or animal.	<ul style="list-style-type: none"> <li>Loss or damage caused by pets or animals under <b>your</b> control.</li> </ul>
<b>8.</b> Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
<b>9.</b> Falling trees or branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> <li>Loss or damage caused by cutting down or trimming trees or branches.</li> </ul>
<b>10.</b> Theft or attempted theft.  The most <b>we</b> will pay for each incident of loss or damage following theft: <ul style="list-style-type: none"> <li>to the <b>contents</b> in any <b>outbuilding</b> at the <b>home</b> is five thousand pounds (£5,000);</li> <li>of jewellery and watches from the <b>home</b> is twenty thousand pounds (£20,000) unless stolen from a fixed locked safe;</li> <li>of oil from tanks in the garden at the <b>home</b> is one thousand pounds (£1,000).</li> </ul>	<ul style="list-style-type: none"> <li>Loss or damage:               <ul style="list-style-type: none"> <li>caused by <b>you, your family, your</b> guests, lodgers, tenants, or employees;</li> <li>while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>;</li> <li>while the <b>home</b> is lent, let, sublet or shared, unless someone has used force and violence to get into or out of the <b>home</b>.</li> <li>to <b>high risk items</b> or <b>money &amp; credits cards</b> in any <b>outbuilding</b>.</li> </ul> </li> </ul>
<b>11.</b> Malicious act or vandalism	<ul style="list-style-type: none"> <li>Loss or damage:               <ul style="list-style-type: none"> <li>caused by <b>you, your family, your</b> guests, lodgers, tenants, employees or any person that <b>you</b> or <b>your family</b> has allowed into the <b>home</b>;</li> <li>while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>;</li> <li>caused by computer viruses.</li> </ul> </li> </ul>

What is covered	What is not covered
<p><b>12. Flood</b></p>	<ul style="list-style-type: none"> <li>Loss or damage caused by: <ul style="list-style-type: none"> <li>Frost</li> <li>Underground water;</li> <li>Water escaping from any fixed heating systems or <b>sanitary ware</b>.</li> </ul> </li> <li>Loss or damage to <b>contents</b> in the garden of the <b>Home</b></li> </ul>
<p><b>13. Escape of water or oil.</b></p> <ul style="list-style-type: none"> <li>Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the <b>home</b>.</li> <li>Oil escaping from any fixed heating installation in the <b>home</b>.</li> </ul>	<ul style="list-style-type: none"> <li><b>Excess</b> of three hundred and fifty pounds (£350).</li> <li>Loss or damage caused by: <ul style="list-style-type: none"> <li>faulty workmanship;</li> <li>chemicals or a chemical reaction;</li> <li>water escaping from guttering, rainwater down pipes, roof valleys and gullies;</li> <li>failure or lack of grout and/or sealant;</li> <li>sinks and baths overflowing as a result of the taps being left on. This can be claimed for under <b>accidental damage</b> paragraph 34 if <b>you</b> have selected this cover.</li> </ul> </li> <li>Loss or damage to freestanding, hot tubs, Jacuzzis and spas.</li> <li>Loss or damage while the <b>home</b> is <b>unfurnished</b> or</li> <li><b>unoccupied</b>.</li> </ul>
<p><b>14. Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>.</p>	
<p><b>15. Storm</b></p>	<ul style="list-style-type: none"> <li>Loss or damage: <ul style="list-style-type: none"> <li>Caused by frost;</li> <li>To <b>contents</b> in the garden at the <b>home</b></li> </ul> </li> </ul>

## Extra benefits included within contents

What is covered	What is not covered
<p><b>16.</b> Accidental breaks of:</p> <ul style="list-style-type: none"><li>• glass tops and fixed glass in furniture;</li><li>• ceramic glass in cooker hobs;</li><li>• mirrors.</li></ul>	<ul style="list-style-type: none"><li>• Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li><li>• Anything other than the glass.</li></ul>
<p><b>17.</b> Temporary accommodation</p> <p>While the <b>home</b> cannot be lived in as a result of loss or damage covered by an insured event under this section, <b>we</b> will pay:</p> <ul style="list-style-type: none"><li>• the amount of rent which <b>you</b> still have to pay, or would have received from an existing tenant;</li><li>• the extra cost of similar alternative accommodation for <b>you, your family</b> and <b>your</b> pets, including the cost of temporary storage for the <b>contents</b>.</li></ul> <p>The most <b>we</b> will pay is twenty-five thousand pounds (£25,000).</p> <p>If a local authority stops <b>you</b> or a member of <b>your family</b> from living in the <b>home</b> as a result of:</p> <ul style="list-style-type: none"><li>• an emergency evacuation;</li><li>• a neighbouring property being damaged by any loss or damage insured by this section;</li></ul> <p><b>We</b> will pay the extra cost of similar alternative accommodation for <b>you, your family</b> and <b>your</b> pets for up to 30 days.</p> <p>The most <b>we</b> will pay is five thousand pound (£5,000).</p>	

### What is covered

#### 18. Television sets, video and audio equipment and computers.

##### Accidental damage to:

- television sets, digital satellite or analogue receivers, radios, audio or video equipment, media players, games consoles, compact disc players, record players and computer equipment in the **home** that are not designed to be portable; and
- radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

**We** will also pay the cost of replacing **downloaded electronic information you** had bought and stored on the home entertainment equipment following loss or damage caused by insured events 1 to 15 under this section.

The most **we** will pay for **downloaded electronic information** is one thousand pounds (£1,000).

### What is not covered

- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, renovating or maintaining the item;
  - restoring or dismantling;
  - faulty workmanship, design or materials;
  - information being accidentally erased or distorted.
- Loss or damage to:
  - records, compact discs, computer disks, cassettes, tapes or DVD's;
  - **high risk items**.

#### 19. Metered water or oil.

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is two thousand five hundred pounds (£2,500).

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

- Loss or damage while **home** is **unfurnished** or **unoccupied**.

#### 20. Moving Home

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to a new permanent home within the **United Kingdom**.

**We** will also cover **your contents** against loss or damage provided by paragraphs 1 – 15 of this section in **your new home** for up to one week before **you** move in, even if **you** have not completed the purchase at this point.

- Loss or damage
  - caused by cracking, scratching, or breaking of pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
  - to **contents** in storage, except while in a locked removal vehicle overnight, due to necessary stops.



## What is covered

### 21. Contents temporarily removed from the home.

The **contents** are insured while away from the **home**, within the **United Kingdom**, against loss or damage caused by:

- The cover provided by paragraphs 1 to 9, 11 to 15 of this section;
- theft or attempted theft from:
  - a bank or safe deposit box;
  - a home or other building where **you** or **your family** are temporarily living, if force and violence has been used to get into the building.

The most **we** will pay is ten thousand pounds (£10,000) under this section, except for:

- student's possessions up to two thousand and five hundred pounds (£2,500) providing the student's permanent address is the **home**;
- **contents** in **outbuildings** when the most **we** will pay is two thousand and five hundred pounds (£2,500).

## What is not covered

- Loss or damage:
  - to **contents**, which are not in a building, caused by **storm**, **flood**, theft or vandalism;
  - caused by theft or attempted theft, from an unlocked hotel room, bed and breakfast bedrooms or other similar temporary lodging;
  - during removals;
  - from a caravan, mobile home or motor home; or
  - any item removed from the **home** to sell, display or exhibit.

### 22. Contents in the open

Loss or damage, covered under paragraphs 1 to 11 and 13 of this section, to **contents** in the open, but within the boundary of the land belonging to the **home**.

The most **we** will pay is two thousand and five hundred pounds (£2,500).

- Loss or damage to:
  - **Money & credit cards, high risk items**;
  - **contents** in or on any motor vehicle, trailer, boat, caravan or mobile home.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

### 23. Wedding gifts

For thirty (30) days before and thirty (30) days after the wedding day of **you** or **your family**, **we** will increase the **maximum claims limit** for **contents** at the **home** by seven thousand and five hundred pounds (£7,500) to cover wedding gifts and extra food and drink.

### 24. Religious festivals and birthdays or wedding anniversaries.

During December and for seven (7) days before and seven (7) days after **your** religious festival, **we** will increase the **maximum claims limit** for **contents** at the **home** by seven thousand and five hundred pounds (£7,500) to cover gifts and extra food and drink.

<b>What is covered</b> For seven (7) days before and seven (7) days after <b>your</b> birthday or wedding anniversary, <b>we</b> will increase the <b>maximum claims limit</b> for <b>contents</b> at the <b>home</b> by seven thousand and five hundred pounds (£7,500) to cover gifts and extra food and drink	<b>What is not covered</b>
<p><b>25. Replacing locks and keys.</b></p> <p><b>We</b> will pay the cost of replacing keys and replacing and fitting locks on the outside doors and windows of the <b>home</b>, if <b>you</b> have lost <b>your</b> keys or they have been stolen anywhere in the world.</p> <p>The most <b>we</b> will pay is one thousand pounds (£1,000). If <b>you</b> insure the <b>buildings</b> and <b>contents</b> under this policy and make a claim to replace locks and keys, <b>you</b> can only receive a payment under either the <b>buildings</b> or <b>contents</b> section of cover. It is not possible to make a claim under <b>buildings</b> and <b>contents</b> cover for the same incident.</p>	
<p><b>26. Freezer contents</b></p> <p>Loss or damage to food or drink in any freezer or refrigerator at the <b>home</b> caused by:</p> <ul style="list-style-type: none"> <li>• a change in temperature of the freezer;</li> <li>• contamination by the escape of refrigerant or refrigerant fumes.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage: <ul style="list-style-type: none"> <li>- Caused by <b>your</b> deliberate act or neglect;</li> <li>- Caused by the deliberate act of the supply authority or its employees (including strike action); or</li> <li>- If <b>your</b> gas or electricity supply is cut off because <b>you</b> have not paid a bill.</li> </ul> </li> </ul>
<p><b>27. Fatal-injury benefit.</b></p> <p>If <b>you</b> or a member of <b>your family</b> suffer a fatal injury:</p> <ul style="list-style-type: none"> <li>• caused by a fire in the <b>home</b>; or</li> <li>• as a result of an assault in the <b>home</b>,</li> </ul> <p><b>We</b> will pay ten thousand pounds (£10,000) for the person who dies, but only if they die within six months of the fire or assault.</p>	<ul style="list-style-type: none"> <li>• Any person under 16 years of age or up to one thousand pounds (£1,000) for persons under 16</li> </ul>
<p><b>28. Reinstatement of Documents.</b></p> <p><b>We</b> will pay the cost of preparing new documents (other than money) after loss or damage covered by paragraphs 1 to 15 of this section, while they are in the <b>home</b>, or with <b>your</b> solicitors or bank.</p> <p>The most <b>we</b> will pay is five hundred pounds (£500)</p>	

## What is covered

### 29. Tenant's cover.

Loss or damage to:

- **fixtures and fittings**, greenhouses and sheds **you** fit at the **home** and which **you** are responsible for;
- the structure, decorations, **fixtures and fittings** of the **home** that **you** are responsible for as a tenant under a tenancy agreement;

against loss or damage covered by paragraphs 1 to 15 of this section.

The most **we** will pay is ten thousand pounds (£10,000).

### 30. Money & Credit Cards.

- Accidental loss of **money** anywhere in the world belonging to **you** or a member of **your family**.
- Financial loss following fraudulent use of **credit cards** anywhere in the world belonging to **you** or a member of **your family**.

The most **we** will pay is seven hundred and fifty pounds (£750)

## What is not covered

- Any losses which are not reported to the police within twenty-four (24) hours of discovering the loss.
- Loss of value or shortages due to mistakes.
- Any loss due to you breaking the conditions of using the credit cards.
- Any loss arising from unauthorised use by you or anyone living with you.

## Guidance note

If **you** own and live in the **home** insured by this policy, accidents which happen in the **buildings** or on land are, by law, usually the responsibility of the person who lives in the home or on the land, rather than the person who owns the **home**.

If **you** are the owner and occupier of the **home**, this section covers **your** legal responsibility as the occupier of the **home** or its land arising from the private pursuits of **you** or **your family**.

### What is covered

#### 31. Personal & Occupiers Liability

##### (a) Personal liability

**Your** legal liability to pay compensation for:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee; or
- loss or damage to property which **you**, a member of **your family** or **your** employees do not own or have legal responsibility for.

**We** will provide this cover for accidents which happen during the **period of insurance** and within the **United Kingdom** or during a temporary visit of no more than sixty (60) days elsewhere in the world.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses **we** has agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

##### (b) Occupiers liability

**Your** legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee; or
- loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

### What is not covered

Liability arising:

- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of any member of **your family** or employee being injured;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- directly or indirectly from **you** or any member of **your** family being treated for or passing on any **communicable disease**;
- from owning any land or **buildings** including the **home**;
- where **you** are entitled to recover from another source;
- from any profession, trade or business;
- from the ownership, custody, control or use of:
  - animals other than domestic pets and horses kept for private hacking only;
  - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation; or
  - firearms, other than legal guns for sport;
- from the ownership, custody, control or use of:
  - any power-operated lift; motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery- powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, drones, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

## What is covered (continued)

## What is not covered (continued)

### 32. Accidents to **domestic employees**.

**Your** legal liability to pay compensation for accidental **bodily injury** to a **domestic employee** under a contract of service at the **home**.

The accident must occur during the course of their work and during the **period of insurance**.

The most **we** will pay is five million pounds (£5,000,000) for any one event plus any costs and expenses agreed to in writing. If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

### 33. Unpaid damages.

The unpaid amount of any award **you** get from a court within the **Territorial Limits** and which has not been paid to **you** within three months of the date of the award.

**We** will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **Territorial Limits** and during the **period of insurance**;
- **you** would have been entitled to a payment under the personal liability part of section two: Contents if the award had been made against **you** rather than to **you**;
- the person who owes the award does not live with **you**.

**We** may take proceedings, at their own expense and for their own benefit, to recover any payment they have made under this policy.

The most **we** will pay is one hundred thousand pounds (£100,000) including legal costs.

# Accidental damage to contents

The schedule will show if this cover applies

## What is covered

**34. Accidental damage** to the **contents** while they are in the **home**

## What is not covered

- **Excess** of one hundred pounds (£100)
- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, renovating or maintaining the item;
  - faulty workmanship, design or materials;
  - information being erased or damaged on computer equipment;
  - any water gradually seeping into the **home**.
- Loss or damage to:
  - contact lenses, **money & credit cards**, coins or other collections;
  - any powered machine while it is being used as a tool and if damage arises directly out of its use;
  - clothing, food and drink;
  - free-standing hot tubs, Jacuzzis and spas.
- Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet or shared.
- Any amount over one thousand pounds (£1,000) for loss or damage to china, glass, pottery, porcelain or other brittle substances while the item is being handled or used.
- Loss or damage caused by insured events described in paragraphs 1-15 of this section. (Such damage would be covered under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph)

# Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the damaged property or if **we** agree to pay a cash or cash alternative settlement, the payment will not exceed the amount **we** would have paid to replace the item through **our** preferred suppliers.

If at the time of loss or damage the **maximum claims limit** for **contents** and /or **high-risk items** shown on **your schedule** is not adequate to replace all the **contents** and/or **high risk items** as new, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance or refuse to pay **your** claim and/or cancel the policy.

Where an item has been damaged by an insured event but cannot be replaced either in full (obsolete technology or even a wedding dress that has been used) or in part (cooker glass panel) due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

**We** will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new (except for clothing where an amount will be taken off for wear and tear) providing:

- The **contents** have been maintained in good repair;
- the **maximum claims limit** for **contents** and/or **high-risk items** is sufficient to cover the full value of the property (except for clothing).

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

**We** will pay the cost of replacing **downloaded electronic information** up to one thousand pounds (£1,000), but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria, if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy, **we** may amend **your** invited premium and the acceptance criteria.

## Maximum Claims Limit

The most **we** will pay under section two: Contents:

- is the **maximum claims limit** or any other limit shown in the **schedule** or in the policy booklet;
- for **high risks items** is thirty thousand pounds (£30,000) and ten thousand pounds (£10,000) for any one item, **pair or set**.
- **Money & credit cards** up to £750 in total;
- Free-standing hot tubs, Jacuzzis, swimming pools or spas up to £5,000
- Free-standing wind turbines and solar panels up to £1,000
- **Business equipment** up to £5,000
- Pedal cycles including electrically powered pedal cycles up to £1,000 in total;
- Heating oil up to £1,000
- Guests' **personal belongings** up to £1,000
- **Downloaded electronic information** up to £1,000

## Maintaining the contents limit

After a claim has been settled, the **maximum claims limit** for **contents** will automatically be reinstated, as long as **you** take any reasonable measures to prevent further loss or damage.



## Section Three: All risks

The schedule will show if this cover applies.

### What is covered

Theft, accidental loss or **accidental damage** occurring during the **period of insurance** to **high-risk items** and **personal belongings** which **you** or **your family** own or are legally responsible for:

- specified items listed on the **schedule** up to the amount shown on the **schedule**;
- unspecified **high-risk items** and unspecified **personal belongings** up to the amount shown on the **schedule**;
- pedal cycles;

while anywhere in the **Territorial Limits** or worldwide for up to sixty (60) days in one **period of insurance**.

The sum insured for this section is included within the **maximum claims limit** for **contents** and **high-risk items** and is not in addition to it.

### What is not covered

- **Excess** of one hundred pounds (£100).
- Loss or damage caused by the following:
  - theft, attempted theft, or vandalism while the **home** is left **unoccupied** or **unfurnished**;
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - deterioration, cleaning, restoration, renovation or while being worked on;
  - faulty workmanship, design or materials;
  - scratching, denting or chipping;
  - theft or attempted theft from an unlocked hotel room, bed and breakfast bedroom or other similar temporary accommodation.
- Loss from an unattended road vehicle:
  - unless the items are concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked;
  - for any amount over one thousand pounds (£1,000), this limit applies to Unspecified & Specified items.
- Loss or damage to:
  - sports equipment which is in the course of play or use;
  - reeds, strings or drums skins of musical instruments;
  - crowns, caps or fillings in teeth;
  - portable televisions, car audio or car audio-visual equipment and car phones.
- Loss or damage:
  - caused by theft of a pedal cycle under two thousand and five hundred pounds (£2,500) unless the cycle frame and any quick release wheels are attached to an immovable object by a secure device or kept in a locked building;
  - caused by theft of a pedal cycle two thousand and five hundred pounds (£2,500) or over unless the cycle frame and any quick release wheels are attached to an immovable object with a Gold Secure Lock even when kept in a locked building;
  - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
  - to the pedal cycle while it is being used for-

#### **What is covered (continued)**

#### **What is not covered (continued)**

- racing, pace-making or trials;
- to the pedal cycle while it is let out on hire or is used other than for private purposes;
- for any amount over one thousand pounds (£1,000) for any one cycle unless the pedal cycle is specified.

## Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the damaged property or if they agree to pay a cash or cash alternative settlement, the payment will not exceed the amount they would have paid to replace the item through their preferred suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full or in part due to obsolesce, **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

**We** will take off an amount for wear and tear for clothing.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

**We** will pay the cost of replacing information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

The most **we** will pay for:

- specified items is the sum insured shown on the **schedule**;
- any one item, **set or pair** of unspecified **high-risk item(s)** or unspecified **personal belongings** is three thousand pounds (£3,000);
- **downloaded electronic information** is one thousand pounds (£1,000);
- pedal cycles is one thousand pounds (£1,000) for any one cycle unless specified.

If **your** premium has been discounted for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium or the acceptance criteria may be amended.

## Maintaining the Sums Insured

After **we** have settled a claim, **we** will maintain the sums insured, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (No extra premium will be charged for this.) This does not apply to specified items listed on the **schedule** or pedal cycles.

## Proof of value and ownership

In the event of a claim for specified items, **you** will need to provide a professional valuation (within the last 5 years), receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced if **you** cannot provide such proof.

# General exclusions

## The following exclusions apply to all Sections.

This policy does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to or arising from, the following:

### 1. Radioactive contamination

- Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

### 2. War

War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.

### 3. Loss of value

Loss of value after repair or replacement is paid for under this policy.

### 4. Sonic bangs

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

### 5. Pollution or contamination

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

Claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems are not covered.

### 6. Computer viruses

**We** will not provide cover for either:

- Computer viruses or electronic data being erased or corrupted.
- The reinstatement of data

### 7. Gradually occurring loss

Wear, tear or gradual deterioration; wet rot or dry rot or mould; spoilage, decay or decomposition; corrosion or rust; oxidation; erosion; leakage; any other gradually occurring loss; existing defect; dampness or dryness of atmosphere; condensation; smog or fog; or extremes or changes in atmospheric temperature.

### 8. Mechanical or electrical breakdown

Loss or damage caused by mechanical or electrical breakdown.

### 9. Vermin

Loss or damage caused by moths, termites or other insects; vermin.

#### 10. Indirect loss

Any losses that are not directly associated with the incident that caused you to claim.

#### 11. Deliberate acts

Any accident, injury, loss or damage caused deliberately, maliciously or willfully by **you, your family**, guests or tenants unless such an action is to save a life or prevent **bodily injury**.

#### 12. Terrorism

Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
- putting the public or any section of the public in fear;

If it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

#### 13. Business use

Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.

#### 14. Heating, drying, dyeing or washing

Loss or damage caused by heating, drying, dyeing or washing an item.

#### 15. Confiscating items

Any loss or damage caused by:

- customs, police or other officials;
- an order of any court of law;
- any statutory or regulatory authority; confiscating an item.

#### 16. Deception

Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.

#### 17. Other insurance

Loss, damage or legal liability if there is any other insurance in place which provides cover for the same event.

#### 18. Misuse

Loss or damage caused by using the item or product in a way which is different to the manufacturer's instructions.

#### 19. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover by this policy commences.

#### 20. Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

# General conditions

The following conditions apply to all Sections

## 1. Reasonable care

**You** must take all reasonable care to prevent **bodily injury**, loss, damage or accidents to **your property**, and maintain the **home** and **your** belongings in a good state of repair. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

## 2. Telling us about a change

**You** must tell **your** broker immediately about any change in the information given to them which is relevant to this policy. If **you** do not, **your** policy may not be valid or may not cover you fully.

Examples of changes **you** must make **your** broker aware of are:

- change of address.
- structural alterations to **your** home unless they fall within General Condition 12 of this policy
- if **your home** will be **unoccupied** or **unfurnished**.
- if **you** intend to let or sublet **your home** or **your home** is no longer occupied solely by **you** and **your family**.
- if **you** no longer intend to use **your home** as **your** main residence.
- if **you** or **your family** have been declared bankrupt or been subject to bankruptcy proceedings.
- if **you** or **your family** have received a County Court Judgment, police caution or been convicted with any offence other than driving offences.

**We** have the right to alter the premium, change any terms and conditions or cancel this policy following a change.

## 3. Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible. For loss or damage claims, **you** must provide (at **your** own expense) any documents, information and evidence requested. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **home**.

**You** must take all reasonable steps to recover any lost or stolen **contents** and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without their written permission.

## 4. Your insurers rights after a claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **your** claim is paid under this policy, **we** may take over, defend or settle any claim in **your** name.

**We** can also take proceedings, at their own expense and for their own benefit, to recover any payment made under this policy.

## 5. Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **us** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 6. Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which you knew about or deliberately caused;

**We:**

- will not pay the claim and all cover under this policy will end;
- will not pay any other claim which has been or will be made under the policy;
- may treat this policy as having terminated with effect from the time of the fraudulent statement or action;
- will not return any premiums **you** have paid;
- may tell the police about the situation;
- will inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

## 7. Cancellation Cooling off period

**You** may cancel the insurance, without giving reason, by sending **your** broker written notice and returning the insurance documents within fourteen (14) days of it starting or (if later) within fourteen (14) days of **you** receiving the insurance documents.

**You** may cancel this insurance after the withdrawal period by giving **your** broker notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim).

**We** can cancel the insurance by giving you 21 days' notice in writing to your last known address. Any return premium due to **you** will depend on how long this insurance has been in force.

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

- Non-payment of premium;
- non-cooperation or failure to supply any information or documentation when requested;
- **you** have provided incorrect information;
- the use of threatening or abusive behaviour or language;
- failure to take reasonable care of the property insured.

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

## 8. Other insurance

If, at the time of any loss, damage or liability covered under this policy, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 9. Keeping to the conditions of the policy

Cover under this policy only applies if **you** or anyone entitled to benefit under this policy has kept to all terms, conditions and endorsements that apply.

## 10. Non-Disclosure and Misrepresentation

Information which **you** gave **your** broker before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** broker immediately.

#### **11. The Construction of the Home**

The **home** (unless shown differently on the **schedule**) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the **schedule**, no more than thirty percent (30%) of the roof area may be flat and/or covered with felt.

#### **12. Breach of Conditions under this policy**

If it is found that you have not complied with any condition under this policy and that **your** compliance would normally reduce losses described in this policy. Depending if it is deliberate or reckless a claim can be avoided or reduced. Unless, **you** can prove to **us** that your failure to comply with any such condition would NOT have increased the risk of the loss occurring in the circumstances that it arose.



## How to Make a Claim:

To make a claim, please contact:

QuestGates

Telephone: 03300 567 135

Email: [tpasolutions@questgates.co.uk](mailto:tpasolutions@questgates.co.uk)

### Claims in writing should be directed to:

QuestGates, Benchmark House, Folds Point, Bolton, BL1 2RZ.

QuestGates handle claims on behalf of HCC International Insurance Company plc, trading as Tokio Marine HCC. QuestGates are chartered loss adjusters and claims handling specialists.

## How to Make a Complaint:

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

We are dedicated to providing you with a high-quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first-class service please write and tell us and we will do our best to resolve the problem.

If you have any questions or concerns about your policy or the handling of a claim, in the first instance, contact your broker.

If you wish to make a complaint, you can do so at any time by referring the matter to magenta insurance. The Chief Executive, magenta insurance, Three Whiting Street, Bury St Edmunds, Suffolk IP33 1NX. Tel: 03300 567 146. Email: [support@magentainsurance.co.uk](mailto:support@magentainsurance.co.uk)

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service (FOS) and you can also make a complaint via the EU's online dispute resolution (ODR) platform. Further details will be provided at the appropriate stage of the complaints process but you can find more information about FOS at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and more information about the ODR platform at: [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr)

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

This complaints procedure does not affect your right to take legal action.

## Financial Services Compensation Scheme

HCC International Insurance Company plc, trading as Tokio Marine HCC are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if insurers are unable to meet their liabilities under this policy. The levels of compensation available under the scheme for insurance is 90% of the claim, without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme website at <http://www.fscs.org.uk>.

# Data Protection

## Your personal information notice.

### Who we are

We are the Underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you 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 cover from which you benefit. 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 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 cover that we provide and to the extent required or permitted by law.

### Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

### Want more details?

For more information about how we use your personal information please see our full privacy notice(s) - <https://www.tmhcc.com/en/legal/privacy-policy>

### 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(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

The Data Protection Officer TMHCC, 1 Aldgate, London, EC3N 1RE. [DPO@tmhcc.com](mailto:DPO@tmhcc.com)

## Tokio Marine HCC

The name of the underwriter is HCC International Insurance Company plc, trading as Tokio Marine HCC. HCC International Insurance Company plc (HCCII) is registered in England and Wales (Company Registration Number: 01575839) and its registered office is 1 Aldgate, London, EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).