



Ark Insurance Group

Home Owners Insurance

Ark Home Guard Policy Document

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Home Owners Insurance Policy

Introduction

This policy wording is evidence of a legally binding contract of insurance between **You** and **Us**. **We** rely upon:

- The information **You** provided or which has been provided on **Your** behalf when **You** took out insurance with **Us**;
- Any other information given by **You** or on **Your** behalf in the formation and throughout the duration of the contract;
- This policy wording, the **Schedule**, any endorsements applying to the cover;
- Any changes to **Your Home** insurance policy contained in notices issued by **Us** at renewal.

This **Policy Document**, the **Statement of Fact**, any **Notice to Policyholder** issued to **you**, schedule and any endorsements are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a **safe** place.

We agree to insure **You** under the terms, Conditions and Exclusions contained in this policy wording or in any **Endorsements** applying to this policy wording. The insurance provided by the policy wording covers loss or damage that may occur within the United Kingdom during any **Period of Insurance** for which **You** have paid, or agreed to pay the premium.

Our provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and **Endorsements** of this policy.

Nobody other than **You** and **Us** has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **You** in the English language and **We** undertake to communicate in this language for the duration of the policy.

Policy Format: Please get in touch by contacting your broker if you need your documents in large font, braille, or as audio.

Guidance Notes

*The guidance notes that are included throughout the policy wording are to help **You** understand this insurance. They do not form part of the contract of insurance between **You** and us. They should be read in conjunction with the full text of **Your** policy wording.*

Your Insurance Intermediary

Your insurance has been arranged and placed with **Us** by an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA). Throughout this policy document they are referred to as **Your** insurance intermediary or the firm that arranged **Your** insurance with **Us**. They have been appointed by Ark Insurance Group.

The Parties Involved in Your Insurance

This policy is administered by Ark Insurance Group

Ark Insurance Group Limited is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register under reference: 706598. Registered address: Leofric House, Binley Road, Coventry, West Midlands, CV3 1JN. Registered in England and Wales No: 08864405.

Throughout this policy document they are referred to as the **Administrator**.

The **Administrator** can be contacted at:

Ark Insurance Group
1410 Spring Place,
Herald Avenue,
Coventry Business Park,
Coventry, CV5 6UB

Phone no: 02476 437611 and E-mail: info@arkinsurance.co.uk

You should contact the firm that arranged **Your** insurance with **Us** if **You** have any questions about **Your** insurance or if **You** need to make a change to **Your** insurance (see Notification of Changes which may Affect **Your** Insurance).

The firm appointed as **Your Claims Service Provider** is:

New Claims
The Affinity Claims Team
PO BOX 1291
Preston
PR2 0QJ

This policy is underwritten by Pen Underwriting Limited a Managing General Agent of the **Insurers**. As Managing General Agent, Pen Underwriting Limited underwrites Insurance and handles claims for **You** on behalf of the **Insurers**.

How to Notify a Claim

You should contact the below number if **You** need to make a claim or to report an incident that may give rise to a claim under this insurance.

24 Hour Claim Line – 0330 102 6062

Telephone calls and recording Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

They can also be emailed at newclaims.penunderwriting@davies-group.com

We and they will deal with **Your** claim as quickly and fairly as possible. Please read the General Exclusions and General Terms and Conditions in this policy wording.

If **You** are unhappy with the way **We** or the **Claims Service Provider** has dealt with **Your Claim** and **You** wish to make a complaint, please refer to the 'What to do if **You** have a Complaint' section of the policy.

Notification of Changes which may Affect Your Insurance – Keeping Us Updated

You should keep a complete record of all information **You** supplied to the firm that arranged **Your** insurance with **Us**, and **Us** when taking out this insurance.

So that **You** understand what **You** are covered for, please read this policy wording and the **Schedule** (which may make reference to **Endorsements**) very carefully. **You** should pay special attention to the General Exclusions and General Terms and Conditions of this policy wording.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the firm that arranged **Your** insurance with **Us** as soon as reasonably practicable.

If You fail to tell Us or You delay telling Us about an incident that may lead to a claim and this increases Our claim costs, You will become liable to pay the additional costs. It may also invalidate Your right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **You** were asked at the time of insuring with **Us**. It is important that **You** check **Your** records for the information **You** have provided and notify **Us** as soon as reasonably practicable of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your** policy being cancelled, and may affect **Your** ability to gain insurance from other insurers.

You are also required to update **Us** with any changes to the information **You** provided at the time **You** asked us to insure **You**. When **You** tell **Us** about these changes **We** may adjust the premium. If **You** do not tell **Us** about these changes or inaccuracies, this may result in refusal of a claim or **Your** policy being cancelled, and may affect **Your** ability to gain insurance from other insurers. The changes **You** are required to notify us of include but are not limited to the following:

- Any intended alteration to, extension to or renovation of **Your** property. However **You** do not need to tell **Us** about internal alterations to **Your** property unless **You** are creating an additional bedroom, bathroom or shower room;
- Any change to the people insured or to be insured, including their occupation;
- Any change or addition to the contents of the property to be insured that results in the need to increase the sums insured;
- If **Your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work);
- If **Your** property is to be left **unoccupied** for any continuous period exceeding 30 days; or
- if any member of **Your** household or any person to be insured on this policy is charged with, or convicted of an offence (other than motoring offences);
- A change of name or title.

This is not a full list and if **You** are in any doubt **You** should advise **Your** insurance intermediary for **Your** own protection. If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all.

When **You** inform **Us** of a change **We** will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

How We will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **You** have not disclosed or **You** have misrepresented but **We** deem this was not deliberate or reckless:

- Where a higher premium would have been charged **We** will reduce the amount of the claim settlement proportionate to the premium **We** would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **Us** (other than terms relating to premium), **We** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **We** would not have entered into the insurance contract at all **We** can treat the insurance as void and cancel **Your** policy as if it never existed from inception and refuse to pay all claims.
- **We** will return the premium **You** have paid to **Us** unless there is another reason why **We** should retain it. See Cancellation section of **Your** policy.

Claims where **We** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**We** can cancel **Your** policy from inception and treat the insurance as though it had never existed).
- **We** can retain the full premium even if **You** have not paid **Us** the premium in full **We** shall be entitled to collect it from **You**.

Fraudulent Claims

We will not pay claims where **You** have committed fraud in relation to a claim on this policy. **We** may also cancel the policy and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that You check Your records for the information You have provided and notify Us as soon as reasonably practicable of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, refusal of a claim or Your policy being cancelled.

Important Information about Your Insurance with Us – Data Protection

How we use Your information

The personal information, provided by **You**, is collected by or on behalf of Ark Insurance Group Limited and may be used by us, **Our** employees, insurers, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

Please visit www.arkinsurance.co.uk/privacy.aspx for further information about how and when we process **Your** personal information under **Our** full privacy policy.

We may process **Your** information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as “sensitive personal information”, we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How we share Your information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where **You**'ve opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Ark Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Automated decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and financial / credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for **Your** policy or whether we can accept **Your** claim. If **You** object to an automated decision, we may not be able to offer **You** an insurance quotation or renewal.

Fraud prevention and detection

In order to prevent or detect fraud and money laundering we will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect **Your** credit rating.

Telephone Recording and Document Management

For **Our** joint protection telephone calls may be recorded and monitored by the firm that arranged **Your** insurance with **Us**, the **Administrator** and by **Us**.

We, the **Administrator** or any other service providers appointed by **Us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as the original.

How to contact us

Please contact us if **You** have any questions about **Our** privacy policy or the information we hold about **You**. Write to: Data Protection Officer, Ark Insurance Group, 1410 Spring Place, Herald Avenue, Coventry Business Park, Coventry, CV5 6UB. Or email dpo@arkinsurance.co.uk.

Our Service Commitment

Customer Feedback

If **You** have any suggestions or comments about how the firm that arranged **Your** insurance with **Us**, **We** or the **Administrator** can improve **Our** cover or the service **We/They** have provided please write to the **Administrator**.

The **Administrator** and **We** welcome feedback to enable **Them** or **Us** to improve products and services.

In the event that **We** are unable to continue to trade with the **Administrator** because **They** have ceased to trade through bankruptcy or liquidation, or in the event that **Their** relevant FCA authorisation is revoked, **We** may pass **Your** policy and all details on to another intermediary. If **You** do not wish this to happen then please put **Your** request in writing to **Us**.

Definitions of Terms Used (When Displayed in Bold Text in this Policy Wording)

Guidance Notes

*The words or phrases shown below have the same meaning wherever they appear in this policy wording and **Your** schedule and any Endorsements on the schedule.*

Wherever the following words or phrases appear in bold text in this policy, they will have the following meanings:

Administrator, They, Their, Them

Ark Insurance Group Limited, who is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register under reference: 706598. Registered address: Leofric House, Binley Road, Coventry, West Midlands, CV3 1JN Registered in England and Wales No: 08864405. Ark Insurance Group Limited will administer this insurance on **Our** behalf.

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Authorised Representative

An appropriately qualified professional person or firm appointed by **Us** to act on **Your** behalf when a claim is made under this insurance.

Building(s)

- The **Home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the **Home**.
- Fixtures, fittings and decorations.

These must all be at the address shown on **Your Schedule**.

Claims Service Provider

The firm appointed on **Our** behalf to handle and settle claims made under **Your** insurance. **You** must notify claims to them and contact them with any questions relating to **Your** claim.

Contents

Household items (including **Personal Money**, **Valuables** and **Home Office Equipment**) and **Personal Belongings** up to the limits shown on **Your Schedule**) that:

- **You** own;
- **You** are legally responsible for (but not landlords contents);
- Belong to **Domestic Employees** who live with **You**.

This includes **Personal Belongings** of visitors to the **Home**.

Domestic Employee(s)

A person employed by **You** to carry out domestic duties in connection with **Your Home** and its land, and not employed by **You** in any capacity in connection with any other business, trade or profession.

Domestic Animals

Cats and dogs and any small caged birds or animals normally kept in or within the boundaries of the **Home**.

Endorsements

Changes to the terms of **Your** policy. These are shown on **Your Schedule** as endorsements.

Excess

The amount **You** will have to pay towards each separate claim.

Heave

Expansion or swelling of the land beneath the **Buildings** resulting in upwards movement.

Home

The house or flat and its **Outbuildings**, at the address shown on **Your Schedule**, all used for domestic purposes only. Unless described differently by an endorsement shown on **Your Schedule**.

Home Office Equipment

Office furniture, computers and other keyboard based office equipment, printers, fax machines, photocopiers, telephones and answerphones that **You** own or are legally responsible for and used for business or professional purposes.

Insurer(s) & their Managing General Agent

This insurance is underwritten by Aviva Insurance Limited. Aviva Insurance Limited are registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects **You** by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers. In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Landslip

Movement of land down a slope.

Legal Proceedings

A claim for damages or compensation pursued in a court of law within the United Kingdom.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **Home**, as long as the vehicles are not registered for road use;
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- Golf trolleys;
- Toys and models controlled by a pedestrian;
- Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see www.gov.uk/electric-bike-rules for more information).

Outbuildings

Garages, cart lodges, stables, workshops, sheds, summer houses, green houses and similar buildings all within the boundaries of the **Home** but not necessarily forming part of the **Home** itself.

Period of Insurance

The period of time covered by this policy, as shown on **Your Schedule**, or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

Personal Belongings

Luggage, clothing, jewellery, watches, furs, binoculars, spectacles, sports, musical and photographic equipment, musical instruments and items which **You** normally wear, or carry with **You**, but excluding **Personal Money**, cycles, mobile phones and tablets. All items must belong to **You** or be **Your** legal responsibility.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

Schedule

The document which gives details of the cover and **Sum Insured** limits **You** have.

Settlement

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.

(The wind speed or gust should normally exceed 55mph (48 knots) to be a storm but **We** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered).

Subsidence

Downward movement of the land beneath the **Buildings** that is not as a result of **Settlement**.

Sum Insured

The amount shown on **Your Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **Clause**.

Unoccupied

Not lived in by **You** or anyone who has **Your** permission for a continuous period exceeding 30 days; or a total of 90 or more days during the **Period of Insurance**; or does not contain enough furniture for living purposes.

Valuables

Stamp, coin or medal collections, antique clocks, pictures, other works of art, curios, items of gold, silver or any other precious metal, gem stones, jewellery, watches and furs which belong to **you** or are **your** legal responsibility.

We, Us, Our

The **Insurer** or **their Agent**

You, Your

The person(s) named on **Your Schedule**, their domestic partner and members of their family (or families) who are normally living with them.

Insurance Provided – Cover Options

Guidance Notes

*This part of **Your** policy shows the different sections that are available and that **You** can select.*

*Some things just aren't covered by insurance. In the same way that car insurance doesn't pay to repair **Your** car if it rusts or breaks down, this policy won't cover wear or tear, ageing or breakdowns. This insurance is not a maintenance contract.*

The sections of this insurance that are available are shown in the table below:

Section	Cover
1	Buildings
2	Accidental damage to buildings
3	Contents in the Home
4	Accidental damage to contents in the Home
5	Personal possessions outside the Home

The cover **We** provide under each section is set out in detail below, so are the conditions applying to each section.

The sections **You** are covered for under this insurance are shown on **Your Schedule**. Cover is subject to change by any **Endorsements** shown on **Your Schedule**. Please read **Your Schedule** in conjunction with this policy booklet.

The General Exclusions and General Terms and Conditions of this insurance policy apply to all sections of policy cover.

Section 1. Buildings

Guidance Notes

*This section of **Your** policy provides cover for loss or damage to **Your** buildings. It explains what is and is not covered.*

This section only applies when shown on **Your Schedule** as insured.

We will provide cover for loss of or damage to the **Buildings** caused by any of the following items:

WHAT IS INSURED	WHAT IS NOT INSURED
Loss of or damage to Your Home caused by:	
1. Fire, explosion, lightning, earthquake.	
2. Smoke	
3. Storm or Flood	We will not cover loss or damage: - Caused by frost; - Caused by storm to fences, gates and hedges; Exclusions: - Loss or damage caused by subsidence, heave or landslip other than as covered under number 11 of Section One - Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, - Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) - Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.
4. Riot, civil unrest, strikes, or labour or political disturbances.	
5. Malicious people or vandals.	Under item 5 We will not cover loss or damage: - Caused by paying guests, tenants or You; - That happens after the Home has been left unoccupied.
6. Being hit by: - Aircraft or other flying objects or anything falling from them; - Vehicles or animals	
7. Water escaping from water tanks, pipes, equipment or fixing heating systems.	We will not cover loss or damage: - That happens after the Home has been left unoccupied; - To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home; - By Subsidence, Heave or Landslip caused by water escaping; - Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies
8. Water freezing in tanks, equipment or pipes.	We will not cover loss or damage: - That happens after the Home has been left unoccupied; - To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home; - By Subsidence, Heave or Landslip caused by water escaping; - Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies
9. Domestic heating oil and loss of metered water.	We will not cover:

• We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems. • We will provide cover for loss or damage arising from pollution or contamination of land at the Home caused by oil leaking from a domestic heating oil installation at the Home The most We will pay for any one claim under the policy is up to £1,000.	• Loss or damage that happens after the Home has been left unoccupied; • Accidental loss of metered water (e.g. accidentally leaving a tap running);
10. Theft or attempted theft.	We will not cover loss or damage: • Caused by paying guests, tenants or You; • That happens after the Home has been left unoccupied.
11. Subsidence or Heave of the land on which the Buildings stand, or Landslip	We will not cover: • Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same cause, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
12. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.	
13. Falling trees or branches. If We accept a claim for damage to Buildings by falling trees We will also pay costs You have to pay for removing from site: • The fallen part of the tree; • The tree if it has been totally or partly uprooted.	We will not cover costs You have to pay for: • Removing part of the tree that is still below the ground; • Restoring the site.
14. Loss of rent and the cost of alternative accommodation. If We have accepted a claim for damage to the Home and the damage means Your Home cannot be lived in, We will pay: • Ground rent You still have to pay; • Rent payable to You, or (if not otherwise insured) reasonable additional accommodation expenses Your tenant has to pay; • Any reasonable additional accommodation* expenses for You and Your Domestic Animals.	

The most We will pay is up to 20% of the Sum Insured for Buildings, until the Home is ready to live in. *Guidance Notes When we refer to reasonable additional accommodation expenses, this means that we will pay for alternative accommodation taking all of the circumstances of Your claim into account, including Your needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. We are happy to discuss this with You and will help to find suitable accommodation for You.	
15. Replacement locks If the keys to the locks of: • External doors of the Home; • Alarm systems or safes fitted in the Home. Are accidentally lost or stolen, We will pay the cost of replacing the locks or lock mechanisms. The most We will pay for any one claim under the policy is up to £750.	
16. Emergency access to Home and garden. We will provide cover for damage to the Home and garden within the boundaries of the Home following necessary access by the emergency services to deal with a medical emergency or to prevent damage to the Home. The most We will pay for any one claim under the policy is up to £500. Expenses You have to pay for architects', surveyors', engineers', legal and other professional fees following loss or damage under this section.	
17. Tracing and accessing leaks. If the Buildings are damaged due to domestic heating oil leaking from a fixed heating system, or water escaping from water tanks, pipes, equipment or fixed heating systems, in the Home, We will pay the costs of removing and replacing any other part of the Buildings necessary to find the source of the leak and making good. The most We will pay for any one claim under the policy is up to £10,000.	We will not: • Pay more than the limit shown for any one incident; or • Cover the cost of repairing the source of the leak unless caused by loss or damage which is covered under this section.
18. Your liability to the public. We will cover Your legal liability to pay damages and claimants' costs and expenses for: • Accidental bodily injury or illness; • Accidental loss of or damage to property; Happening during the Period of Insurance and arising: • From You owning the Building and its land; • Under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for	We will not pay more than £2,000,000 for any one incident. We will not cover liability in connection with: • You occupying the Building and its land; • Any accidental bodily injury or illness to any Domestic Employee if the injury or illness happens as a result of or in the course of their employment by You; • Loss or damage to property which belongs to You or is in Your care; • Any Motorised Vehicle;

any Home You previously owned and occupied or leased occupied. We will pay up to £2,000,000 for any one incident in respect of Your liability to the public. We will also pay all Your costs and expenses that We have already agreed to in writing. If the Buildings section of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Home insured by the Buildings section before the policy was cancelled or ended.	- Any agreement except to the extent that You will have been liable without that agreement; Your trade, business or profession (except as landlord of the Home); - the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance. Guidance Notes Under this section We only provide cover for liability arising from the ownership of Your Home. We will not cover Your liability as the occupier of Your Home or Your personal liability arising from private pursuits. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note that You will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.
19. Selling Your Home. If You enter into a contract to sell any Building insured by this policy, and the Building is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This cover does not apply if other insurance has been arranged by or for the buyer.	
20. Accidental Damage to services, fixed glass and sanitary fittings. We will provide cover for Accidental Damage to - Cables, pipes, septic tanks and drain inspection covers You are legally responsible for which serve the Buildings, including up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe You are legally responsible for, to clear a blockage, between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful - Fixed glass and sanitary fittings installed at the Home. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.	We will not cover: - The Excess shown on Your Schedule; - Anything set out in the General Exclusions section of this policy booklet; - Damage due to a fault or limit of design, manufacture, construction or installation; - Loss or damage that happens after the Home has been left unoccupied
What is not Covered under the Whole of Section 1 (Items 1 to 20) We will not cover: - The Excess(es) shown on Your Schedule; - Damage by wet or dry rot arising from any cause, except as a direct result of a claim We have already paid, and where repair or preventative action was carried out by a tradesperson We have approved; - Anything set out in the General Exclusions section of this policy booklet; - Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee. We will not cover loss or damage that happens gradually. - Any losses that are not directly associated with the incident that caused You to claim, unless expressly agreed	

Section 2. Accidental Damage to Buildings

Guidance Notes

*This section of **Your** policy extends the Accidental Damage cover given under section 1 to cover other types of Accidental Damage as well. It explains what is and is not covered.*

This section only applies when shown on Your Schedule as insured / included.

We will provide cover for loss of or damage to the **Buildings** caused by any of the following:

WHAT IS INSURED	WHAT IS NOT INSURED
1. Extra Accidental Damage to buildings. We will provide cover for all other Accidental Damage to the Buildings that is not covered by section 1 of this policy.	We will not cover: • The Excess shown on Your Schedule; • Anything set out in the General Exclusions section of this policy booklet; • Damage due to a fault or limit of design, manufacture, construction or installation; • Loss or damage that happens after the Home has been left unoccupied; • Damage caused by wear and tear, Settlement, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually; • Damage caused by water entering the Home regardless of how this happened (other than that covered under Section 1 of this policy); • Damage caused by chewing, scratching, tearing or fouling by Domestic Animals; • Damage caused by faulty or unsuitable materials or design or poor workmanship; • Damage caused by building alterations, renovations, extensions or repairs; • Damage excluded under Section 1; • Maintenance and normal redecoration costs; • Damage by Subsidence, Heave or Landslip; • Damage caused by paying guests or tenants

Buildings Conditions

The following conditions apply to sections 1 and 2 of this policy.

Guidance Notes

These conditions apply only to sections 1 and 2, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The Sum Insured

Your Buildings should be insured for the full cost of rebuilding the **Buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

If the cost of rebuilding the **Buildings** is more than **Your** sum insured at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **You** have paid for **Your** buildings insurance is equal to 75% of what **Your** premium would have been if your buildings sum insured was enough to reconstruct your buildings, then we will pay up to 75% of the claim made by **You**.

2. Settling Claims

We will pay for the cost of work carried out in reinstating or replacing the damaged parts of **Your Buildings** and agreed fees and related costs. The amount **We** will pay where reinstatement is carried out will not exceed the lesser of:

- The cost of the work had it been completed by **Our** nominated contractor; or
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors.

If the reinstatement or replacement is not carried out, **We** will pay the lesser of:

- The decrease in market value of **Your Buildings** due to the damage;
- The cost of the work had it been completed by **Our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors if the repair work had been carried out without delay.

If **Your Buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **Your Buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **We** will pay the cost of reinstating or replacing the damaged parts of **Your Buildings** and **We** will, where appropriate, take off an amount for wear and tear.

What We will Pay

The most **We** will pay for loss or damage arising out of one incident is the **Building Sum Insured** shown on **Your Schedule**, unless otherwise stated.

We will not reduce the **Sum (or Sums) Insured** by the amount paid under any claim, as long as **You** take the measures **We** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the **Sum Insured**.

If **We** accept a claim under section 1 or 2 we will also pay for the following:

- Architects' and surveyors' fees to repair the **Buildings**. These fees must not be more than those recommended by the relevant professional institutes;
- The cost of demolishing or supporting the damaged parts of the **Buildings** which **We** have agreed to pay;
- The cost of meeting building regulations or municipal or local authority bye-laws.

- All repairs carried out by an approved repairer will be guaranteed for 12 months

What We will Not Pay

We will not cover:

- Fees for preparing any claim;
- Any cost **You** are legally responsible for paying because of a notice served on **You** before the date of the loss or damage;
- **We** will not pay for any reduction in the market value of the **Home** as a result of an insurable event;
- The amount of any **Excess** that applies;
- Any amount for VAT where a cash settlement is made.

Pairs, Sets, Collections and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of uniform nature, design or colour.

Section 3. Contents

Guidance notes

*This section of **Your** policy provides cover for loss or damage to **Your** contents inside the **Home**. It explains what is and is not covered.*

This section only applies when shown on **Your Schedule** as insured.

We will provide cover for loss of or damage to the **Contents** in the **Home** caused by any of the following:

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, explosion, lightening, earthquake.	
2. Smoke	We will not cover loss or damage that happens gradually.
3. Storm or Flood	We will not cover loss or damage that happens gradually.
4. Riot, civil unrest, strikes, or labour or political disturbances.	Under items 4 and 5. We will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying Your power.
5. Malicious people or vandals.	- Under item 5 We will not cover loss or damage: Caused by paying guests, tenants or You; - That happens after the Home has been left unoccupied.
6. Being hit by: - Aircraft or other flying objects or anything falling from them; - Vehicles or animals	
7. Water escaping from water tanks, pipes, equipment or fixing heating systems.	We will not cover loss or damage: - That happens after the Home has been left unoccupied; - To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home; - By Subsidence, Heave or Landslip caused by water escaping; - Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies
8. Heating fuel leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.	We will not cover: Loss or damage that happens after the Home has been left unoccupied;
The most We will pay for any one claim under the policy is up to £1,000.	
9. Theft or attempted theft.	We will not cover: ·
The most We will pay is up to £1,500 of the Contents Sum Insured for any one claim for theft or attempted theft of Contents from any Outbuildings within the boundaries of the Home .	- Loss or damage that happens after the Home has been left unoccupied; - Theft by deception, unless deception is used only to get into the Home; - Theft of Personal Money, unless someone has broken into Your Home by using force and violence or has got into the Home by deception; - Theft if You live in a self-contained flat and the theft is from any part of the building that other people have access to;

	• Theft if You live in a non-self-contained flat, unless someone has broken into or out of the Home by using force and violence or has got into the Home by deception; • Theft of any pedal cycle valued at more than £250 unless the pedal cycle: ○ Has been specified on Your Schedule; ○ Is securely locked to an object that cannot be moved; or ○ Securely locked to an object that cannot be moved in a locked building or Outbuilding. • Loss or damage caused by paying guests, tenants or You; • More than the limit shown for any one claim involving theft from Outbuildings
10. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.	
11. Subsidence or Heave of the land on which the Home stands, or Landslip .	We will not cover Damage caused by: • Riverbank or coastal erosion; • Faulty or unsuitable materials, design or poor workmanship
12. Falling trees or branches.	
13. Contents temporarily removed from the Home We will provide cover up to 20% of the Sum Insured on Contents for loss or damage to Contents caused by items 1 to 12 of section 3 while such Contents are temporarily removed from the Home to: • Any bank or safe deposit, or any private Home or building where You are living (including while attending full-time education), employed or working in the United Kingdom. • Anywhere else in the United Kingdom.	We will not cover: • More than the limit shown under item 9 for loss or damage to Contents in or from Outbuildings; • Loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in; • Loss or damage caused by Storm or flood to Contents that are not in a building; • Loss or damage if the Contents have been removed for sale or exhibition or placed in a furniture depository.
14. Contents in the garden of Your Home. We will provide cover for loss of or damage to the Contents caused by items 1 to 12 of section 3 happening in the open but within the boundaries of the Home . The most We will pay for any one claim under the policy is up to £1000.	We will not cover: • Loss or damage that happens after the Home has been left unoccupied; • Theft of pedal cycles unless securely locked to an object that cannot be moved; • Contents not suitable or designed to be left in the garden or outside.
15. Replacement locks If the keys to the locks of: • External doors of the Home; • Alarm systems or safes fitted in the Home. Are accidentally lost or stolen, We will pay the cost of replacing the locks or lock mechanisms. The most We will pay for any one claim under the policy is up to £750.	
16. Food in freezers We will provide cover for loss or damage to food stored in a freezer in the Home caused by: • A rise or fall in temperature; • Contamination by freezing agents.	We will not cover loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying Your power.

The most We will pay for any one claim is £500 unless otherwise shown on Your Schedule.	
17. Domestic heating oil and loss of metered water. We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems. We will provide cover for loss or damage arising from pollution or contamination of land at the Home caused by oil leaking from a domestic heating oil installation at the Home. The most We will pay for any one claim under the policy is up to £2,000 for loss of oil and £5,000 for loss of metered water.	We will not cover: • Loss or damage that happens after the Home has been left unoccupied; • Accidental loss of metered water (e.g. accidentally leaving a tap running); • Loss or damage that happens gradually.
18. Loss of rent and the cost of alternative accommodation. If the Home cannot be lived in due to the damage which would be covered under section 3, items 1 to 12 and as a result it cannot be lived in, We will pay for: • Rent payable to You or (if not otherwise insured) reasonable accommodation expenses Your tenant has to pay; • Reasonable additional accommodation expenses for You and Your Domestic Animals. The most We will pay is up to 20% of the Sum Insured for Contents, until the Home is ready to live in. Guidance Notes When we refer to reasonable additional accommodation expenses, this means that we will pay for alternative accommodation taking all of the circumstances of Your claim into account, including Your needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. We are happy to discuss this with You and will help to find suitable accommodation for You.	
19. Fatal injury benefit. We will pay up to £5,000 if You die as a result of injury caused by fire, explosion, lightning or intruders. For Us to pay a claim, Your death must happen within three months of the incident. The most We will pay for any one claim under the policy is up to £10,000.	
20. Household removals. We will cover Contents accidentally damaged or stolen during professional removal from the Home to Your new permanent Home, or one that Your tenant will occupy, (including while in temporary storage for up to seven days) within the United Kingdom.	We will not cover Personal Money, jewellery, watches, items of gold or platinum, stamps and coins.

21. Special Events. We will increase the Sum Insured for Contents by up to 10% for Christmas, other religious festivals, birthdays, anniversaries, weddings or civil partnerships: During the 30 days before and 30 days after any event listed above.	
22. Occupiers, personal and employer's liability. We will cover Your legal liability to pay damages and claimants' costs and expenses for: - Accidental bodily injuries or illness; - Accidental loss or damage to property; Happening during the period of insurance in: - The United Kingdom; - The rest of the world, for no more than 30 days in any one Period of Insurance; And arising: - As occupier (not as owner) of the Home and its land; - In a personal capacity (not as occupier or owner of any building or land); - As employer of a Domestic Employee. We will not pay more than £2,000,000 for any one incident of occupiers and personal liability, unless a claim is made against You by a Domestic Employee where the injury or illness happens as a result of or in the course of their employment by You (in which case the most We will pay for any one incident is £10,000,000 for employers liability). This will include any costs and expenses incurred by You which We have agreed to in writing. Guidance Notes Under this section We will provide cover for Your Liability as the occupier of Your Home arising from the private pursuits of You. We will not cover Your liability arising from Your ownership of Your Home. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for Liabilities arising from incidents occurring at the property. Please note if You are the owner of the building You will also need to arrange property owner's liability cover which We and most insurers automatically include under buildings insurance.	We will not cover liability in connection with: You owning land, buildings or other fixed property; You living in or occupying land or buildings other than the Home or its land; - Aircraft other than pedestrian controlled radio controlled toys or models, but excluding radio controlled drones; You (or anyone on Your behalf) owning, possessing or using any Motorised Vehicle; - Caravans; - Boats, boards and craft designed to be used on or in water, other than: - Those only propelled by oars or paddles; - Pedestrian-controlled toys or models; - Deliberate or malicious acts; - The transmission of any communicable disease or virus by You; - Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation); - Any agreement except to the extent that You would have been liable without that agreement; - Any trade, business or profession; - Loss or damage to property which belongs to You or is in Your care or control; - Bodily injury or illness to You. For claims involving liability for bodily injury to or illness of a Domestic Employee working for You the following exclusions do not apply: You owning land, buildings or other fixed property; You living in or occupying land or buildings other than the Home or its land; - Aircraft other than pedestrian controlled radio controlled toys or models, but excluding radio controlled drones; - Caravans; - Boats, boards and craft designed to be used on or in water, other than: - Those only propelled by oars or paddles; - Pedestrian-controlled toys or models; - Deliberate or malicious acts; - The transmission of any communicable disease or virus by You; - Any trade, business or profession.
23. Tenant's liability We will provide cover if You are legally responsible as a tenant for:	We will not cover: - Loss or damage excluded under section 3; - Loss or damage caused by building work which involves alterations, renovations extensions or repairs;

• Loss or damage to the Home and fixtures and fittings and Contents belonging to the landlord by any of the items listed under section 3. • Accidental Damage to: ○ Fixed glass and sanitary fittings installed at the Home. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns; ○ Cables, pipes, septic tank and drain inspection covers which serve the Home. Cover includes up to £5,000 for the cost of breaking into (then repairing and backfilling) an underground pipe You are legally responsible for, to clear a blockage between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful. The most We will pay for any one claim under this policy is £1,000,000.	• Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.
24. Accidental damage to Home entertainment equipment, mirrors and glass. We will provide cover for Accidental Damage to: • Television sets (including digital and satellite receivers), DVD and Blue-Ray players, video players and recorders, games consoles, Home computers and audio equipment in the Home. • Receiving aerials, dishes and the costs, which are competitive in the relevant marketplace, of repairing or replacing closed circuit television systems at the home following loss or damage covered under this section where such items are fixed to the Home; • Mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the Home.	We will not cover: • Games consoles, audio/visual equipment, laptops or computer equipment designed to be portable, laptops, tablets, mobile phones; • Digital/video cameras and satellite navigation systems; • Radio transmitters, mobile phones and hearing aids; Damage caused by fitting a battery incorrectly
25. Digital Information We will pay up to £2,500 for loss or damage to information that You have bought and stored on Your Home entertainment equipment or Home Office Equipment as a result of a cause listed in paragraphs 1 to 6 of this section.	We will not cover: • The cost of remaking a file, tape or disc; • Rewriting the information contained on Your Home entertainment equipment; • Any loss or damage shown as not insured elsewhere in this document of insurance.
26. Personal Money, credit and debit cards. Personal Money in the Home. We will cover loss of Personal Money held for social, domestic or charitable purposes. The most We will pay for any one claim under the policy is £500.	We will not cover: • Losses not reported to the police; • Loss while the Home or any part of it is lent, let or sublet.

Section 4. Accidental Damage to Contents in the Home

Guidance Notes

*This section of **Your** policy extends the Accidental Damage cover given under Section 3 to cover other types of Accidental Damage as well. It explains what is and is not covered.*

This section only applies when shown on **Your Schedule** as insured / included.

We will provide cover for loss of or damage to **Contents** in the **Home** caused by any of the following:

WHAT IS INSURED	WHAT IS NOT INSURED
1. Extra Accidental Damage to Contents in the Home. We will provide cover for all other Accidental Damage to Contents whilst in the Home that is not covered by Section 3 of this policy.	We will not cover • Food and stamps; • Damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot; • Damage caused by water entering the Home regardless of how this happened (other than that covered under Section 3 of this policy); • Any loss that is not the direct result of the insured incident itself; • Damage which is excluded under section 3; • Loss or damage caused by paying guests or happening while the Home or any part of it is lent, let or sublet.
What is Not Covered under the Whole of Section 4 We will not cover: • The Excess shown on Your Schedule; • Damage caused by the process of cleaning, washing, repairing or restoring any item; • Electrical or mechanical breakdown; • Loss in value; • Damage caused by chewing, scratching, tearing or fouling by Domestic Animals; • Damage caused by wear and tear or anything which happens gradually; • Anything set out in the General Exclusions section of this policy booklet.	

Contents Conditions

The following conditions apply to Sections 3 and 4 of this policy.

Guidance Notes

These conditions apply only to sections 3 and 4, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The Sum Insured

At all times the **Sum Insured** must be at least equal to the full cost of replacing the property “as new”.

If the cost of replacing or repairing the **Contents** is more than **Your** sum insured at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **You** have paid for **Your** contents is equal to 75% of what **Your** premium would have been if **Your Contents** sum insured was enough to replace the entire **Contents** of **Your** home as new, then **We** will pay up to 75% of any claim made by **You**.

2. Settling Claims

If **You** claim for loss or damage to the **Contents**, **We** will repair, replace or pay for any article covered under Section 3 and 4 (if selected).

- Where the damage can be economically repaired **We** will pay the cost of repair;
- Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **We** will replace it. If a replacement is not available **We** will replace it with an item of similar quality;
- Where **We** are unable economically to repair or replace an item with an item of similar quality, **We** will agree a cash payment with you based on the replacement value;
- Where **We** can offer repair or replacement through a preferred supplier, but instead **You** request and **We** agree to pay a cash settlement, then the amount will not normally exceed what **We** would have paid **Our** preferred supplier.

What We will Pay

The most **We** will pay for loss or damage arising out of one incident is the **Sum Insured** for **Contents** at each of the premises shown on **Your Schedule**, unless otherwise stated.

We will pay for the reinstatement of title deeds and documents lost or damaged by an insured event up to £2,500.

We will not reduce the **Sum(s) Insured** by the amount paid under any claim, as long as **You** take the measures **We** suggest to prevent any further loss or damage, unless the claim relates to the total loss of any item(s) specified on **Your Schedule**.

We will not charge any extra premium for maintaining the **Sum Insured**.

We will not cover the amount of any **Excess** that applies.

3. Valuables

We will not pay more than 50% of the **Sum Insured** for **Contents** in respect of **Valuables** and no more than £2,000 for any one item of **Valuables**, unless the item is specified on **Your Schedule**.

4. Pairs, Sets, Collections and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

5. Items Valued over the Single Item Limit

We will not pay more than £2,000 for any one item of **Valuables**, set or collection unless listed separately on **Your Schedule** as a specified item.

We will not pay more than the item **Sum Insured** for any specified item.

If **You** claim for an item specified in **Your Schedule**, **You** will need to provide proof of the item's value.

6. Proof of Value and Ownership

It is **Your** responsibility to prove to **Us** any loss that **You** claim for. **We** recommend that **You** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim. For all specified items valued over £2,500, **You** must have the original receipt or a valuation receipt dated within the last 3 years.

Section 5. Personal Possessions

Guidance notes

*This section of **Your** policy provides cover on certain items whilst away from **Your Home**, anywhere in the world. This section is only available if **You** have selected section 3 or sections 3 and 4.*

This section only applies when shown on **Your Schedule** as insured and is only available if **You** have selected section 3 or sections 3 and 4.

WHAT IS INSURED	WHAT IS NOT INSURED
1. Unspecified and specified personal possessions. Theft, accidental loss or damage to Your unspecified and specified Personal Belongings as shown on Your Schedule whilst in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance. The most We will pay for any one item of Personal Belongings is 50% of the amount insured or £2,000, whichever is the lesser, unless the item is specified on Your Schedule. We will cover student belongings whilst at university / college up to a maximum of £1,000.	We will not cover: • Mobile phones or tablets.
2. Personal Money, credit and debit cards. Personal Money, credit and debit cards in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance. This cover only applies when shown on Your Schedule. We will cover loss of: • Personal Money; • Credit and debit cards held for social, domestic or charitable purposes. Credit and debit cards are only insured against loss if they are used by someone without Your permission following loss or theft. We will also cover any costs We have agreed to in writing before the card issuing company has received notice of the loss, as long as You keep to the terms of Your card agreement. The most We will pay for any one claim under the policy is up to £500 for Personal Money and £500 for credit and debit cards.	We will not cover: • Losses not reported to the police; • Losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss; • Any business credit/debit cards.
Guidance Notes Under current regulations when a card is lost or stolen (or the card details obtained fraudulently) if the cardholder has acted reasonably and followed the card terms and conditions he/she will be able to reclaim most (if not all) of	

the unauthorised charges from the card issuer. There are certain exceptions when the card issuer may charge a limited amount (currently £50) for charges made before they are told of the card loss or misuse. Our cover will reimburse the cardholder within the policy terms for unrecoverable charges.	
3. Pedal cycles (unspecified and specified). This cover only applies when shown on Your Schedule. We will provide cover for loss of or damage to Your pedal cycles in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance. The most We will pay for any unspecified pedal cycle is up to £250. The most We will pay for any specified pedal cycle will be the amount shown on Your Schedule.	We will not cover: • Theft unless the pedal cycle is: ○ In Your immediate custody and control; or ○ Securely locked to an object that cannot be moved; or ○ Securely locked to an object that cannot be moved in a locked building or Outbuilding.
4. Mobile phones and tablets (unspecified and specified). This cover only applies when shown on Your Schedule. We will provide cover for loss of or damage to Your mobile phones and tablets in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance. The most We will pay for any unspecified mobile phone or tablet is up to £50. The most We will pay for any specified mobile phone or tablet will be the amount shown on Your Schedule.	We will not cover: • Theft unless the mobile phone or tablet is: ○ In Your immediate custody and control; or ○ Stolen from a locked room, locked building or locked Motorised Vehicle; • Any loss arising from the unauthorised or inappropriate use of Your mobile phone or tablet by You or anyone in possession of Your mobile phone or tablet, including: ○ Call, text and data activity; ○ Financial or other loss caused directly or indirectly through the use of any electronic payment method or facility on Your mobile phone or tablet; • Loss of and/or the restoration of data, information or apps held in or on Your mobile phone or tablet or on any SIM card contained therein; • Amounts You are liable for under Your airtime contract including connection/reconnection costs, call, text and data costs, subscription fees or charges of any kind; • Indirect loss, including compensation for You not being able to use the lost, stolen or damaged mobile phone or tablet; • The consequences of any resulting identity theft following Your mobile phone or tablet being lost or stolen.

What is Not Covered under the Whole of Section 5

We will not cover:

- The **Excess(es)** shown on **Your Schedule**;
- Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- Loss or damage caused by wear and tear, light weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- Loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;

- Loss or damage to sports racquets, sticks, bats and clubs while in use;
- Confiscation or detention by Customs or other officials;
- Loss in value;
- Any loss that is not the direct result of the insured incident itself;
- Business or professional use of musical instruments, photographic and sporting equipment and accessories;
- Any loss or damage covered by another policy;
- Theft, attempted theft or malicious damage caused by paying guests, tenants or **You**;
- Theft by deception, unless deception is used only as a way to get into the **Home**;
- Theft of student belongings whilst at university / college, unless by way of forcible entry / exit.
- Business goods and equipment;
- Furniture, furnishings, household goods and equipment, food and drink;
- Bonds, stocks, shares and documents of any kind, other than driving licences and passports;
- **Motorised Vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these, golf carts or buggies;
- Any living creature;
- Anything set out in the General Exclusions section of this policy booklet.

We will not cover the following items unless they are specifically shown on **Your Schedule**:

- Snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;
- Contact, corneal cap or micro lenses and hearing aids;
- Any pedal cycle valued over £250, and their parts, spares or accessories;
- **Personal Money**, credit and debit cards.

We will not pay more than £250 in total for any one incident of theft from an unattended **Motorised Vehicle** (this limit applies in total to all property covered under section 5 except for item 3).

Personal Possessions Conditions

The following conditions apply to section 5 of this policy.

Guidance Notes

These conditions apply only to section 5 however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The Sum Insured

At all times the **Sum Insured** must be at least equal to the full cost of replacing the property “as new”

If the cost of replacing or repairing the **Personal Belongings** is more than **Your** sum insured at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **You** have paid for **Your Personal Belongings** is equal to 75% of what **Your** premium would have been if **Your Personal Belongings Sum Insured** was enough to replace them as new, then **We** will pay up to 75% of any claim made by **You**.

2. Settling Claims

If **You** claim for loss or damage to any article covered under Section Five Personal Belongings we will repair, replace or pay for any article of **Personal Belongings** covered under Section Five.

- For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new as long as:
 - The new article is as close as possible to but not an improvement on the original article when it was new, and
 - **You** have paid or **We** have authorised the cost of replacement.

2. **We** can settle **Your** claim by repairing, replacing, or by payment. Where **We** can offer repair or replacement via **Our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **We** would pay.

What We will Pay

The most **We** will pay for loss or damage arising out of one incident is the **Sum Insured** for personal possessions and any specified items shown on **Your Schedule** unless otherwise stated.

We will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **Your Schedule**.

We will not cover the amount of any **Excess** that applies.

3. Valuables

We will not pay more than 50% of the **Sum Insured** for **Contents** in respect of **Valuables** and no more than £2,000 for any one item of **Valuables**, unless the item is specified on **Your Schedule**.

4. Pairs, Sets, Collections and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

5. Items Valued over the Single Item Limit

We will not pay more than £2,000 for any one item, set or collection unless listed separately on **Your Schedule** as a specified item.

We will not pay more than the item **Sum Insured** for any specified item.

If **You** claim for an item specified in **Your Schedule**, **You** will need to provide proof of the item's value. For all specified items valued over £2,500, **You** must have the original receipt or a valuation receipt dated within the last 3 years.

6. Proof of Value and Ownership

It is **Your** responsibility to prove to **Us** any loss that **You** claim for. **We** recommend that **You** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

If **You** wish to specify an item valued at more than the single item limit shown on **Your Schedule**, **We** will either request proof of value prior to providing cover for the item or at the time of loss.

General Terms and Conditions

Guidance Notes

*So far **You** have seen conditions which are specific to each section of cover. The terms and conditions set out below apply to the whole of this insurance. They explain **Your** responsibilities under this contract of insurance.*

THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

These terms and conditions apply to all sections of the policy. If **You** do not perform or comply with a term or condition, **We** might not be under any obligation to pay anything under the terms of this policy.

1. Your Duties to Us

- **You** must keep property that is insured under **Your** policy in good condition.
- **You** must make sure **Your Home** and any **Outbuildings** are left secure whenever **You** leave them unattended by closing all accessible windows and closing and locking all external doors.
- **We** will only provide the cover described in this policy booklet and **Schedule** if:
 - The premium has been paid for the current **Period of Insurance**; and
 - **You** and anyone claiming under this insurance has met all the conditions contained in this policy booklet, **Schedule**, and any **Endorsements** applied to the insurance; and
 - The information **You** provided or which was provided on **Your** behalf and which forms **Your** proposal for insurance or is contained in any declaration is, to the best of **Your** knowledge and belief, correct and complete; and
 - **You** provide us with co-operation and assistance throughout the duration of this insurance, for example if **We** request information or documentation from **You** when **You** purchase cover, make changes, submit a claim or, where applicable, renew **Your** insurance with **Us**; and
 - **You** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.
- **Your** premium is based on information **You** supplied to the firm that arranged **Your** insurance when the policy was inception or renewed and any subsequent midterm alternations that **You** have requested, the premium includes an fee to the **Administrator** of up to £20. **You** must tell the firm that arranged **Your** insurance with **Us**, the **Administrator** or **Us** as soon as reasonably practicable of any change to that information.
- If **You** or anyone acting on **Your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to **Our** employees, the **Administrator**, or the firm that arranged **Your** insurance with **Us**, then cover will cease immediately. Where applicable, **You** will be provided with a proportionate refund of premium.

2. Your Policy

The following elements form the contract of insurance between **You** and **Us**, please keep them in a safe place:

- The information **You** provided or which has been provided on **Your** behalf when **You** took out insurance with us in either electronic form or paper copy;
- Any other information given by **You** or on **Your** behalf in the formation and throughout the duration of the contract;
- **Your** policy booklet;
- **Your Schedule**;
- Any **Endorsements** on **Your Schedule**;
- Changes to **Your Home** insurance policy contained in notices issued by **Us** at renewal.

3. Claims – Your Duties

As soon as **You** are aware of an event or cause that is likely to lead to a claim under this policy **You** must:

- Tell the police as soon as reasonably practicable about any property which has been stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;

- Contact **Our Claims Service Provider** as soon as reasonably possible and, in the case of claims involving damage, If **You** or **Your** family are the victim of riot **You** must tell us as soon as you reasonably can and give **Us** all information and help **We** need.;
- Do all **You** reasonably can to get back any lost or stolen property and tell **Our Claims Service Provider** without unnecessary delay if any property is later returned to **You**. If property is recovered and **We** have settled **Your** claim, the property recovered becomes **ours**;
- Call **Our Claims Service Provider** if **You** receive any information or communication about the event or cause;
- Avoid discussing liability with anyone else without **Our** permission.
- If a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive must be forwarded to **Us** unanswered as soon as **You** reasonably can

You must tell the firm that arranged **Your** insurance with **Us**, the **Administrator** or **Us** about any other insurance contracts **You** have in place that provides the same or similar insurance cover as this policy.

If You fail to tell Us or You delay telling Us about an incident that may lead to a claim and this increases Our claim costs, You will become liable to pay the additional costs. It may also invalidate Your right to claim.

Guidance Notes

***Your** policy is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. It is not a maintenance contract.*

*To help us settle **Your** claim it is **Your** responsibility to prove any loss and therefore we may ask **You** to provide receipts, valuations, photographs, instruction booklets, and guarantee cards and any other relevant information, documents and assistance we may require to help with **Your** claim.*

4. Our Rights

We may retain **Our** discretion in the conduct of the settlement of any claim and **You** must give **Us** and **Our Claims Service Provider** whatever co-operation, information and assistance is necessary.

We will be entitled, at **Our** cost, but in **Your** name to take **legal proceedings** for **Our** own benefit in respect of the cost of the claim, damages or otherwise and **We** will have full discretion in the conduct of any **legal proceedings** and in the defence or settlement of any claim.

We or **Our Claims Service Provider** shall at all times be allowed free access to inspect any insured property, including property damaged that **You** are claiming for.

You cannot abandon property to **Us**.

If **You** owe **Us** premium or claims monies under this, or any other insurance policy **You** hold with **Us**, **We** may deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **We** owe to **You**. In the event **Your** debt is not extinguished or **We** are unable to deduct the amount owed for any reason, this condition does not prevent **Us** from pursuing **You** separately for any balance owed.

5. Policy Limits

For any claim or series of claims covered by this policy, **We** will pay:

- Up to the limit shown against each item under each section and any amounts shown on **Your Schedule**; or
- Any lower amount for which **We** can settle **Your** claim.

Once **We** have made payment **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred with **Our** permission before the payment date, or reclaiming any costs and expenses incurred by **Us**.

6. Fraud

If **You**, or anyone acting on **Your** behalf, upon applying for cover, renewing the policy, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **You** will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example **Your** payment has failed, been subsequently recalled or **You** have outstanding monthly instalments, **We** will seek to enforce payment of the premium in full.

We may also take legal action against **You**.

7. Other Insurance

If **You** make a claim for loss or damage under **Your** policy that is also covered by any other insurance and/or maintenance contract, **We** will only pay **Our** proportionate share of the claim.

8. Index Linking

We may increase the **sum(s) insured** shown on **Your Schedule** to allow for increases in the cost of living in line with the retail price index for **Contents** and the House Rebuilding Cost index for **Buildings**. **We** may do this every month and update the **Sum Insured** when **Your** policy is due for renewal.

The new **Sum(s) Insured** and renewal premium will be shown on **Your** renewal notice. **We** will not reduce the **Sum Insured** if the index falls. **We** will continue to index link the **Sum Insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

Guidance Notes

*Index linking does not replace the need to insure the buildings and contents for the correct sums insured. It is important that the correct **Sum Insured** is used after which, index linking will maintain the **Sum Insured** in line with price inflation.*

9. Joint Policyholders

If there is more than one policyholder named on the **Schedule** any of them can amend the policy or make a claim and **We** may pay the claim to that person. If **You** want to remove a policyholder from the policy, **We** can only accept authority from that person, by a court order, or by the written agreement of that persons representative (if he or she has died).

10. Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

General Exclusions

Guidance Notes

*So far **You** have seen exclusions which are specific to each section or items of cover. The General Exclusions set out below apply to the whole of this insurance. They explain what is excluded under this contract of insurance.*

THESE GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THE INSURANCE

These exclusions apply to all sections of the policy. This policy does not cover:

1. War

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes.

3. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- Any action taken in controlling, preventing, suppressing or in any way relating to:
 - War; or
 - Terrorism;

As set out in items 1 and 2 above.

4. Radioactivity

Loss, damage or liability which involves:

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- The radiation, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft traveling at or above the speed of sound.

6. Pollution or Contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- A sudden and unexpected accident which can be identified;
- Oil leaking from a domestic heating oil installation at the **Home**.

7. Deliberate or Criminal Acts

Any loss or damage:

- Deliberately caused by; or
- Arising from a criminal act caused by;

You or any person living with **You**.

8. Events Before the Cover Start Date

Loss, damage, injury or liability which occurred before the cover under this policy started.

9. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

10. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

11. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

12. Indirect Loss or Damage

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

13. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

14. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **We** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

15. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

Cancellation

Guidance Notes

***You** or **we** may cancel this insurance at any time. **We** set out below the circumstances under which **we** may cancel **Your** insurance and the amount of premium **You** may be refunded. There are some circumstances where no premium refund will be given e.g. **You** do not tell us the truth or **we** reasonably suspect fraud.*

To effect cancellation of **Your** policy, **You** should contact the firm that arranged **Your** insurance with **Us**.

Cancellation by **You** During the Cooling-off Period

Your Statutory Rights

You have a statutory right to cancel **Your** policy within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance, whichever is the latter.

If **You** wish to cancel and **Your** cover hasn't started **We** will refund **Your** premium in full.

If **You** cancel after **Your** cover has started and provided there hasn't been a claim **We** will refund the full premium paid less a proportionate deduction for the time **We** have provided cover.

Your Right to Cancel this Policy

If **You** wish to cancel your policy after 14 days **You** can do so at any time by contacting **Your** broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Cancellation by **Us** – During and After the Cooling-off Period

We, or the **Administrator** can cancel this policy where there is a valid reason for doing so by giving **You** 7 days' notice in writing setting out the reason for cancellation. This will be sent to the last address **You** notified to **Us**.

Valid reasons include but are not limited to the following:

Cancellation by **Us** – Non-payment of Premium

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this policy by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. If **We** receive payment by the date set out in the letter **We** will take no further action. There will be no refund of premium if **Our** cancellation is the result of **Your** failure to pay the full premium.

Cancellation by **Us** – Where **We** Suspect Fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires **You** to take reasonable care to provide complete and accurate answers to the questions **We** ask and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if **Our** cancellation is the result of **Your** dishonesty or where **We** reasonably suspect fraud by **You**.

Where **Our** investigation provides evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which

may result in **Your** policy being cancelled from the date **You** originally took it out. **We** may also seek reimbursement of any claims monies paid by **Us** since the fraud was committed.

Cancellation by Us – For Your Non-compliance with Policy Terms and Conditions

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this policy by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. There will be no refund of premium if **Our** cancellation is the result of **Your** failure to comply with the policy terms and conditions e.g. **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We**, the **Administrator** or **Claims Service Provider** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests.

Cancellation by Us – Other Reasons

Where cancellation is effected by **Us**, the **Administrator** or the firm that arranged **Your** insurance with **Us** any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Provided there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**, **We** will refund the premium relating to any unused portion of cover within the current **Period of Insurance** on a pro-rata basis.

Guidance Notes

*Please note that any refund from us whether during or after the cooling off period may be subject to a further cancellation charge levied by the firm that arranged **Your** insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between **You** and them at the time **You** arranged this insurance.*

What to do if You have a Complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
<u>Ark Insurance Group Limited</u> 1410 Spring Place, Herald Avenue, Coventry Business Park Coventry, CV5 6UB Tel: 02476 437 611 Email: info@arkinsurance.co.uk	<u>The Claims Team</u> PO BOX 1291 Preston PR2 0QJ Tel: 03301 026 062 Email: prestonnewclaims@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
 55 Blythswood Street
 Glasgow
 G2 7AT

Tel: 0141 285 3539
 Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
 Exchange Tower
 London
 E14 9SR
 Tel: 0800 023 4567 (for landline users, mobile users may be charged)
 0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
 Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See <https://www.fscs.org.uk/>

Policy Endorsements (Please See **Your** insurance schedule for details of applicable Endorsements to **Your** policy)

EH001	Theft Cover Restriction	Theft cover is excluded unless following forcible and violent entry or exit to the Property.
EH002	Unoccupied at policy Inception Endorsement	If the Property is not occupied from the Policy inception date then the Property is deemed to be unoccupied , and therefore the relevant unoccupied Policy restrictions (as per the Insurance Policy Document) will apply with immediate effect and not after the stated 30 consecutive days.
EH003	Flat Roof Endorsement	It is noted and agreed by us that a proportion of the roof at the home, as specified to us, is flat. Cover for loss or damage to any part of the buildings and/or contents is subject to the following terms and conditions:- • an additional excess of £250 applies in respect of damage to the flat roofed areas of the buildings in respect of claims arising from storm, flood or weight of snow • loss or damage arising as a result of water leaking through the flat roofed areas of the buildings is excluded unless the loss or damage is caused by an insured peril • loss or damage to any felt roofed areas of the buildings is excluded unless the felt roofs that are the subject of the claim have been fully recovered or renewed in the past 12 years
EH004	FLEA Endorsement	The covers under this Policy are limited to loss or Damage directly caused by Fire, Lightning, Earthquake or Explosion.
EH005	Flood Exclusion	This Policy excludes claims resulting from: • the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam; • inundation from the sea; or • flood resulting from storm or any other peril other than escape of water from fixed water tank, apparatus, pipe, or sprinkler installation.
EH006	Flood & Storm Exclusion	This Policy excludes claims resulting from: • Storm; • the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam; • inundation from the sea; or • flood resulting from storm or any other peril other than escape of water from fixed water tank, apparatus, pipe, or sprinkler installation.
EH007	Electrical Circuit Warranty	It is warranted that the electrical installation at the Property is inspected and tested at least once in every five years by a recognised electrical contractor and that any departures found have been remedied in accordance with the local Regulations. Notwithstanding the above: 1. in the event that the installation has not been inspected and tested within the five years prior to the inception of this Policy, We agree to allow You up to 60 days from inception to comply with this warranty.

		2. in the event that the installation has been inspected and tested within the five years prior to the inception of this certificate, You must arrange for a re-inspection and re-test of the installation prior to the end of the fifth year following the date of the last inspection or within 60 days of the inception of this Policy.
EH008	Malicious Damage Endorsement	This Policy excludes Malicious Damage cover where such damage is caused by tenants or other people lawfully on the premises.
EH009	Portable Heating Warranty	It is warranted that no portable heating appliances will be used at the Property.
EH010	Cooking Endorsement	It is warranted that there will be no cooking at the Property outside of the designated and purpose-built kitchen areas save for the sole use of a microwave oven without grill.
EH011	Deep Fat Frying Warranty	It is warranted that: - 1. the Property is fitted with the following protections as minimum a) one water fire extinguisher b) one class F wet chemical extinguisher or fixed wet chemical installation fitted within the hood of any fryer c) one fire blanket all extinguishers are maintained by a recognised company; 2. You comply with all recommended safety procedures relating to the machinery plant and equipment at the Property; 3. an extraction system is fitted to all the cooking equipment to separately remove cooking fumes and any exhaust fumes derived from the heat source; 4. no fryer hoods or ducting are within 300mm of any combustible partitions, ceilings, doors or floors unless suitably protected by fire resistant substances or materials; 5. thermostats are fitted to any frying range set to prevent cooking fats rising above 205 degrees centigrade (or the manufacturer's maximum recommended temperature if this is less than 205 degrees centigrade) and including an automatic cut-out in the event of failure of the thermostats; 6. cooking equipment control valves switches and taps are placed so that the heat source can easily be turned off in the event of an emergency; 7. any fryer is equipped with tight fitting lids or pull-down covers to facilitate shutdown in the event of a fire; 8. the frying range, extraction system, filters, traps and oil sumps are cleaned at least weekly and that metal receptacles with lids are used to store waste and batter scraps prior to disposal. All batter scraps are removed from the premises at the end of each frying session and placed outside the Building; 9. the extraction system ducting is inspected and cleaned as necessary at least every 3 months; 10. any frying range extraction and electrical equipment are serviced in accordance with manufacturer's instructions including a full clean down of all the pans and stainless-steel work under a service/maintenance agreement at least once every twelve months and a record kept of all maintenance and servicing work undertaken. This record is to be stored in an area separate from the frying ranges; 11. It is a condition precedent to the liability of Us that when the frying range or basket fryer at the Property is in use, an

		experienced member of staff must always be in attendance at the range;
EH012	Daily Waste Warranty	It is warranted that trade waste is to be swept up and bagged or binned daily and removed from the Property at least once a week.
EH013	Locks Condition (Minimum Security)	We will not be liable for loss or damage by theft or attempted theft from the Property unless the following security devices are fitted and put into operation with the keys removed and placed out of sight whenever the Property is left unattended and when Your household has retired for the night. 1. Either a. a lock approved to BS3621; b. a mortice deadlock of at least 5 levers; or c. a key-operated multi-point locking system with at least three fixing points and a lock cylinder with at least five pins to the main entrance door. 2. Key-operated security devices top and bottom in addition to existing locks or a lock to the standard in (a) above to all other external doors except sliding patio doors. 3. A key-operated patio door lock mounted internally on the centre rail(s) or protection to the standard in (b) above to sliding patio doors. 4. key-operated security devices to all opening windows on the ground floor and those which are accessible on other floors. Windows in occupied bedrooms may be left open for ventilation purposes at night.
EH014	Alarm Condition	We will not be liable for damage by theft or attempted theft from the Property under the unless a burglar alarm system is installed which is the subject of a maintenance contract and is put into operation when the household has retired for the night or when the private dwelling is left unattended. You must notify Us immediately if the alarm cannot be used for any reason.
EH015	Landlord's Non-Invalidation Clause	The insurance in respect of the Property occupied by Your tenant(s) shall not be invalidated by any act or omission including the failure to comply with any warranty or condition applying by Your tenant(s) or by any alteration whereby the risk of damage is increased unknown to or beyond Your control provided that immediately You become aware of the same You give notice to Us .
EH016	Composite Panel Condition	It is a condition precedent of this Policy that the following conditions are complied with: 1. At least weekly inspections to be undertaken by You to check for damage to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days; 2. Suitable fire extinguishing appliances are to be kept in all cooking areas and maintained under an annual contract; 3. All heat sources to be kept at least 2 metres from any composite / sandwich panelling or such panelling to be of a non-combustible core; 4. No external storage of combustible stock packaging pallets waste or waste skips or bins within 5 metres of buildings or one

		and one-half times the maximum stack height of such combustible materials whichever is the greater; 5. Battery chargers must be kept 2 metres from any composite sandwich panelling; 6. Where any maintenance work/repairs/alterations to the buildings involves the application of heat the following applies; 7. Work must only be carried out by a qualified contractor and You must ensure the contractor has adequate public liability insurance in force and must confirm same through sight of certificate of insurance Subrogation rights against such contractor must not be waived by You, a. The area in which work is to be carried out must be adequately cleared and combustible materials must be removed to a distance not less than six metres from the area of the proposed work b. If work is to be carried out overhead then the area beneath must be similarly cleared and all combustible materials removed; 8. At least one fire extinguisher with a capacity of not less than nine litres must be kept available for immediate use.
EH017	Tree Warranty	It is warranted that a Tree Surgeon or similar professional must annually at Your expense a. inspect tress to ensure that they do not affect the structure or drains and sewers at the Property Insured b. prune or pollard trees as appropriate
EH018	Flats Endorsement	The Buildings sum insured shown on Your Schedule represents the value of that portion of the Property owned by You (including external walls, roof and foundations and such common parts of the building for which You are legally responsible). In the event of a loss resulting from an insured peril to any part of the Property not occupied by You but for which You are legally responsible, We will only pay such portion of that loss as the sum insured bears to the reinstatement of the Buildings.
EH019	Survey Condition	It is a condition precedent to this Policy that following a survey of the Property during the Period of Insurance, cover is subject to You having complied with all previously endorsed survey requirements following survey(s) undertaken at the Property.
EH020	Increased Malicious Damage and Theft Excess	It is hereby noted and agreed the excess in respect of loss or Damage directly caused by Malicious Damage or theft is increased to £1,000.
EH021	Increased Escape of Water Excess	It is hereby noted and agreed the excess in respect of loss or Damage directly caused by Escape of Water is increased to £1,000.
EH022	Increased Flood Excess	It is hereby noted and agreed the excess in respect of loss or Damage directly caused by Flood is increased to £1,000.
EH023	Increased Subsidence Excess	It is hereby noted and agreed the excess in respect of loss or Damage directly caused by Subsidence is increased to £1,000.
EH024	Increased Accidental Damage Excess	It is hereby noted and agreed the excess in respect of loss or Damage directly caused by Accidental Damage is increased to £1,000.
EH025	Increased Policy Excess (£1,000)	It is hereby noted and agreed the excess in respect of each and every loss under this Policy is increased to £1,000 excluding claims for Subsidence.
EH026	Malicious Damage limitation Endorsement	It is hereby noted and agreed that cover under this Policy for any loss or Damage relating to a Malicious act by the tenant is limited to £5,000 in the aggregate.
EH027	Subsidence Exclusion	This Policy excludes any claims resulting from subsidence, ground Heave or Landslip.

EH028	Holiday Home / Weekend Lets	It is noted that the Home is used as a holiday Home for use including short term holiday lets and that the following terms, conditions and exclusions apply to this insurance. It is a condition of this insurance, that in the event that the Home is not lived in by You or anyone who has Your permission for a continuous period exceeding 7 days during the period 1st November to 28th February each year that You comply with one of the following:- • Where the entire Home has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit; or • All water supplies to the Home to be turned off at the mains and the entire water system be drained of all the water. If You fail to comply with any of the above conditions, this insurance will not cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes. If any claim is made then we reserve the right to request from You any bills for any utilities being supplied to the Home for verification by us. The Home must be inspected internally by You or Your representative at least every 30 days with records kept of each visit. The Excess(es) shown on Your Schedule will be further increased in the event of a claim by £250 other than for loss or damage caused by subsidence, Landslip or Heave.
EH029	Contractors Exclusion	This insurance does not cover loss, damage or liability arising out of the activities of contractors.
EH030	Park Home / Chalet	It is noted that the Home is a Park Home / Chalet used as a holiday Home for use including short term holiday lets and that the following terms, conditions and exclusions apply to this insurance. It is a condition of this insurance, that in the event that the Home is not lived in by You or anyone who has Your permission for a continuous period exceeding 7 days during the period 1st November to 28th February each year that You comply with one of the following:- • Where the entire Home has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit; or • All water supplies to the Home to be turned off at the mains and the entire water system be drained of all the water. If You fail to comply with any of the above conditions, this insurance will not cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

		If any claim is made then we reserve the right to request from You any bills for any utilities being supplied to the Home for verification by us. The Home must be inspected internally by You or Your representative at least every 30 days with records kept of each visit. The Excess(es) shown on Your Schedule will be further increased in the event of a claim by £250 other than for loss or damage caused by subsidence, Landslip or Heave.
EH031	Self-contained	Theft cover is excluded unless following forcible and violent entry or exit to the Flat or Room, which must be self-contained with own lockable door.
EH032	Alarm Warranty	It is a condition of this insurance that:- a) the intruder alarm is put into full and effective operation overnight and when no authorised person is in the Home b) the alarm is maintained in full working order under a contract with the installer or as otherwise approved by us; c) You correct any fault with the alarm immediately You become aware of such a fault. d) the intruder alarm system is not altered without Our prior agreement. If You fail to comply with any of the above conditions, this insurance may become invalid in respect of loss or damage caused by theft or attempted theft from the private dwelling of the Home. Theft cover will not be affected in the event that a fault in the alarm is due to circumstances beyond Your control.
EH033	Safe Endorsement	Theft cover for watches and jewellery worth over £1,000 is excluded when the items are not worn, unless they are locked in a safe with a suitable 'Cash Rating'.
EH034	Increased Policy Excess (£250)	It is hereby noted and agreed the excess in respect of each and every loss under this Policy is increased to £250 excluding claims for Subsidence .
EH035	Malicious Damage Cover (£5,000)	It is hereby noted and agreed cover for malicious damage caused by paying guests or tenants is included to an aggregate amount of £5,000 on the operate sections of the policy.
EH036	Malicious Damage Exclusion	This insurance does not cover malicious damage.
EH037	Theft Exclusion	This insurance does not cover theft or attempted theft.
EH038	Mortgagee's Interest	It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any buildings hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.
EH039	Bedroom Rated	This is a Bedroom Rated policy, If you have requested Buildings cover the Sum Insured is uplifted to £650,000. If you have requested Contents cover the Sum Insured is uplifted to £65,000. These sums will not be indexed linked.
EH040	Unoccupied (Restricted Cover & Conditions)	Buildings cover is restricted to only: 1. Fire, explosion, lightning, earthquake.

		2. Smoke. 6. impact by: Aircraft or other flying objects or anything falling from them, Vehicles or animals, No cover for any other section will be provided. Conditions: • The Home must be inspected internally and externally at least once every 14 days by You or on Your behalf and a written record of the inspection is maintained by You and will be required in the event of a claim. • You must secure the Property and put all protective, locking devices and any alarm protection into effective operation. • The gas, water and electricity supplies must be turned off at the mains (except electricity needed to maintain any fire or intruder alarm systems). • During the period 1st October to 31st March all water systems must be drained. • Letterboxes must be sealed. If You do not comply with this condition You will not be covered and We will not pay Your claim.
EH041	Single Article Limit	We will not pay more than £1,000 for any one item, set or collection unless listed separately on Your Schedule as a specified item.
EH100	Bedroom Rated	This is a Bedroom Rated policy, If you have requested Buildings cover the Sum Insured is uplifted to £650,000. If you have requested Contents cover the Sum Insured is uplifted to £65,000. These sums will not be indexed linked.
EH101	Musical Instrument Clause	Section 5 - Personal Possessions of this insurance is extended to include cover for loss or damage to musical instruments, as specified in the schedule, but does not cover:- - loss or damage caused by moth, vermin, wear, tear, gradual deterioration, scratching or denting; - any loss caused by mechanical and / or electrical derangement unless such derangement arises solely from external causes; - breakage of strings, reeds or drumheads ; - any loss or damage caused by cleaning, repairing or atmospheric conditions; - any loss or damage whilst stored at an educational establishment unless the instrument was kept in a locked room; - any musical instrument that will be used for business or professional purposes; - theft or disappearance from any unattended vehicle unless the item had been stored out of sight within a locked boot or compartment and all protections fitted to the vehicle had been put into full and effective operation except during the hours of 23:00 and 07:00 when there shall be no cover for theft or disappearance from any unattended vehicle.
EH102	Hearing Aids	Section Five - Personal Possessions is extended to include loss or damage to hearing aids, but will not cover:-

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| | <ul style="list-style-type: none">a. loss or damage while you are swimming or involved in any other water sports;b. loss or damage while you are in water. |
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