



M I D A S

Crown Home
Insurance



Policy Wording

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Introduction

Thank you for choosing Midas Crown.

Your Policy wording, **Schedule** and any **Endorsements** are all part of the **Policy**.

Your Policy is evidence of the contract of insurance. **You** should read it carefully and keep it in a safe place.

In return for having accepted **Your** premium **We** will in the event of injury, loss or damage happening within the **Period of Insurance** provide insurance as described in the following pages and referred to in **Your Schedule**.

For the contract to be valid all the information **You** have given **Us** as part of **Your** application must be true and complete to the best of **Your** knowledge and belief otherwise **Your Policy** may not protect **You** in the event of a claim.

The insurance relates **ONLY** to those sections of the **Policy** which are shown in the **Schedule** as being included.

The written agreement allows Midas Underwriting Limited to sign and issue this **Policy** on behalf of AXA Insurance UK plc.

We recommend **You** read this **Policy** carefully.

It is arranged in different sections. It is important that:

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

Please contact **Your Broker** immediately if this document is not correct or if **You** would like to ask any questions.

Main Business of Insurer Statement

AXA Insurance UK plc. are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register/.

Definitions

The following words and phrases will have the same meaning wherever they appear in this **Policy**, other than in titles and paragraph headings, unless otherwise shown in a particular **Policy** Section. To help identify these words they will appear in **bold** in this **Policy** wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Accidental Damage - Damage caused suddenly as a result of an unexpected, unforeseen and non-deliberate external force.

Bodily Injury - A physical injury, death or disease that is caused by a sudden, unexpected, external and visible event.

Buildings - Your Home, and its permanent fixtures and fittings (excluding polytunnels and similar structures) but including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- permanently installed swimming pools and hot tubs but not their covers;
- permanently connected drains, pipes, cables, service tanks, central heating oil tanks, wind turbines, solar panels and ground source heating pumps

all sited within the boundaries of the land belonging to **Your Home**.

Business Equipment - Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment and office equipment owned by **You** used in connection with a business that may be run from **Your Home**.

Collection -A group of more than ten items of a similar or identical type.

Computer Virus - Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

Contents - Household goods and personal property, within the **Home**, which are **Your** property or which **You** are legally responsible for.

Contents includes:

- tenant's fixtures and fittings
- televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment
- property in the open but within the **Premises** up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**)
- **Money and Credit Cards** up to £500 in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- stamps or coins forming part of a **Collection** up to £2,500 in total
- **Valuables** up to the **Valuables Sum Insured** as shown on **Your Schedule** (subject to a single article limit of £2,000)
- the limit on any one item or **Collection** (excluding **Valuables**) is £10,000 or 20% of the **Sum Insured** whichever the lesser.
- pedal cycles and **Electrically assisted pedal cycles** up to £500 for any one cycle
- domestic oil in fixed fuel oil tanks up to £1,000

Definitions (continued)

Contents does NOT include:

- motor vehicles and their accessories (other than domestic garden machinery used within the boundaries of the land belonging to **Your Home**, and mobility aids provided they are only being used for their intended purpose and by their intended user, and there is no legal requirement for them to be registered for use on the road)
- pedestrian controlled models or toys
- caravans, trailers and their accessories
- any living creature, pet or livestock
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- aircraft, including any type of unmanned aerial vehicle, toy, drone or glider
- watercraft (other than surfboards and water skis) and associated equipment or accessories
- any part of the **Buildings**
- any property held or used for business purposes other than **Business Equipment** up to £5,000 in total
- any property insured under any other insurance.

Credit Cards - Credit cards, charge cards, debit cards, bankers' cards and cash dispenser cards issued in the **United Kingdom** and belonging to **You**.

Domestic Staff - A person employed to carry out domestic duties associated with **Your Home** and not employed by **You** in any capacity in connection with any trade profession or employment.

Electrically Assisted Pedal Cycles – Pedal cycles which meet the government definition of an **Electrically assisted pedal cycle** which includes the following:

- cycle must be fitted with pedals that are capable of propelling it
- maximum continuous rated power of electric motor must not exceed 250 Watts
- electrical assistance must cut off when the vehicle reaches 15.5 mph.

Electronic Equipment

- any computer equipment, system or software
- any product, equipment or machinery containing, connected to or operated by means of a data processor chip

Electronic Failure - Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **Electronic Equipment**, whether belonging to **You** or not, to correctly recognise, accept, respond to, or process any data or part of a data or any data or instruction.

Endorsement - A change to the terms and conditions of this insurance as shown on **Your Schedule**.

Europe - Anywhere in Europe, Jordan, Madeira, the Canary or Mediterranean Islands and those countries bordering the Mediterranean.

Excess - The first part of any claim **You** have to bear as stated on the **Schedule** unless otherwise stated by **Endorsement** within the **Schedule**.

Note: *If more than one **Policy** section is affected by the same claim only one **Excess** will be deducted. If the **Excesses** under each section are different the higher **Excess** will be deducted.*

Definitions (continued)

Flood - Overflowing or movement of a body of water (volumes, weight or force of which are substantial and exceptional beyond normal limits) which enters a property rapidly from an external source from outside the **Buildings** and which enters at the ground floor or below.

Note: *The following does not constitute **Flood**:*

*water escaping from a main, drain, sewer, pipe or similar from inside the **Building** (unless an escape was solely the consequence of **Flood** as defined above).*

Heave - Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Holiday Home – The private dwelling of permanent construction which is not **Your** primary residence and is used for holidays; as declared to and accepted as such by **Us**.

Home - The private dwelling, garages and outbuildings used for domestic purposes at the **Premises** shown in the **Schedule**.

Landslip - Downward movement of sloping ground.

Money – includes:

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

Period of Insurance - The length of time for which this insurance is in force, as shown on the **Schedule** and for which **You** have paid, and **We** have accepted a premium.

Personal Possessions – Clothing, baggage, sports equipment **Money** and similar items normally worn, used or carried about the person and all which belong to **You**. For Example, mobile phones, hand-held games consoles, laptops, e-readers.

Personal Possessions does NOT include:

- **Credit Cards**
- Pedal cycles or **Electrically assisted pedal cycles**
- Unmanned aerial vehicles or aircraft also known as drones
- Powered transporters (including sideways electric skateboards, electric or mechanical scooters, Segways, hoverboards and powered unicycles)
- Vehicles and other means of transport that are mechanically propelled or assisted, whether for road use or not, or their parts or accessories;

unless cover has been specifically arranged and is shown on **Your Schedule**.

Policy - **Your** Policy wording and most recent **Schedule** including any **Endorsements**.

Premises - address which is named in the **Schedule**.

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

Schedule - The **Schedule** forms part of this **Policy** and contains details of **Your Premises**, the **Sums Insured**, the **Period of Insurance** and the sections of this **Policy** which apply.

Settlement - Downward movement as a result of the soil being compressed by the weight of the **Building** within ten years of construction.

Standard Construction - Built of brick stone or concrete and roofed with slates or tiles.

Definitions (continued)

Storm – A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)*; or
- Torrential rainfall at a rate of at least 25mm per hour; or
- Snow to a depth of at least one foot (30cms) in 24 hours; or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

Note: *Equivalent to Storm Force 10 on the Beaufort Scale.

*It is important to remember that you are responsible for maintaining **Your Home** in a good state of repair.*

Subsidence - Downward movement of the ground beneath the **Building** other than **Settlement**.

Sum Insured - The amount shown on the **Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise stated in this **Policy** document or on the **Schedule**.

Tenant - The occupier(s) of the **Premises** when let and signatory to the tenancy agreement.

Unfurnished - Without sufficient furniture and furnishings for normal living purposes.

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

Unoccupied -: (any one or combination of) the property:

- being **Unfurnished**
- being occupied by squatters
- not lived in by **You** or **Your** family or by any other person to whom **You** may have given **Your** permission for more than 30 consecutive days.

Note: By 'lived in' **We** mean activities which must include; sleeping (overnight), bathing, cooking and eating, all of which are frequently carried out in **Your Home**, by any person who has **Your** authority to be lawfully in **Your Home**.

Valuables – includes:

- Articles of jewellery, pearls, gemstones, gold, silver and precious metal
- Clocks and watches
- Furs
- Pictures and works of art
- Any rare or unusual article that is collectable
- Stamp and coin collections.

We / Us / Our - Midas Underwriting Limited on behalf of AXA Insurance UK plc.

You / Your / Insured - The person or persons named in the **Schedule**, **Your** domestic partner, children, **Your** family, **Domestic Staff** and any other person all of whom are permanently living with **You** and are not paying commercial rent.

Your Broker - The Insurance Broker, Agent or Advisor who placed this Insurance on **Your** behalf.

Helplines

Home Emergency, Legal and Debt counselling helplines

The following helplines are operated by ARAG plc

Home Emergency

Unfunded Emergency Assistance 0330 303 1363 (24 hours 365 days)

When an emergency occurs at **Your Home** in the **United Kingdom** requiring a tradesman such as a plumber, electrician or glazier, simply telephone the above number. **You** will be put through to an operator who will arrange to call out a suitably qualified contractor to deal with the emergency.

Please note that **You** are responsible for the payment of any fees or costs resulting from the use of this service but **You** may be reimbursed if **You** go on to make a valid claim under the **Policy**.

Legal Helpline

Legal Advice 01275 376070 (24 hours, 7 days excluding bank holidays)

If **You** or any **Your** family who lives with **You** at **Your** address has a personal legal problem, call the confidential legal advice helpline.

The advice covers personal legal matters within EU Law. **Your** query will be dealt with by a qualified specialist experienced in handling legal related matters. Correspondence will not be entered into.

Debt Counselling

Debt Counselling Assistance 01275 376070 (24 hours, 7 days excluding bank holidays)

For **You** and **Your** family members needing confidential help and advice in relation to Debt problems, qualified counsellors are available to provide telephone support on this matter. Financial advice is not provided.

24 Hour Emergency Glass Replacement and Board Up Service

Glassolutions provides an emergency service for board up, secure, glass replacement, lock replacement and shutters.

Telephone: 0870 870 7171

24 hours, 365 days a year.

Any repairs or arrangements made will be at **Your** expense but may be reimbursed within the **Policy** terms and conditions if **You** make a valid claim under this **Policy**.

Complaints

Midas Underwriting Limited and AXA Insurance UK plc aim to provide the highest standard of service to every customer. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

Making Your Complaint

If **Your** complaint relates to how **Your Policy** was sold to **You** please contact **Your Broker**.

If **Your** complaint relates to **Your Policy** or a claim on **Your Policy**, please contact Midas Underwriting Limited at the following address:

The Nominated Complaints Officer
Midas Underwriting Limited
First Floor, Elizabeth House,
116-118 Holywood Road,
Belfast, BT4 1NU
Telephone: 0330 123 5745
E-mail: complaintsofficer@midasuw.com

When **You** make contact please provide the following information;

- **Your** name address and postcode, telephone number and e-mail address (if **You** have one).
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for the complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

Beyond Your Broker or Midas Underwriting Limited

Should **You** remain dissatisfied following **Our** final written response **You** may be eligible to refer **Your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **Our** final response to refer **Your** complaint to the Financial Ombudsman Service.

This does not affect **Your** right to take legal action.

If **We** cannot resolve **Your** complaint **You** may refer it to the Financial Ombudsman Service at the address given below;

Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel. 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile.

You can visit the Financial Ombudsman Service website at www.fos.org.uk

Our promise to You

We will:

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed
- Do everything possible to resolve **Your** complaint
- **We** will learn from **Our** mistakes
- Use the information from complaints to continuously improve **Our** service.

Complaints (continued)

If **Your** complaint is associated to any of the Helplines:

Step 1

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

- 0117 917 1561 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).
- customerrelations@arag.co.uk
- ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:

Complaints

Lloyd's

Fidentia House

Walter Burke Way

Chatham Maritime

Kent, ME4 4RN

Tel: 0207 327 5693

Email: complaints@lloyds.com

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction, then you may refer it to the Financial Ombudsman Service provided that it falls within their Jurisdiction The Financial Services Ombudsman can normally deal with complaints from private individuals or small businesses, which at the time of the complaint is referred has an annual turnover of less than £6.5 million. They can be contacted at:

0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

Complaint. info@financial-ombudsman.org.uk

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The Financial Ombudsman Service's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

Section One - Buildings

What is Covered	What is not Covered
This insurance covers the Buildings for loss or damage directly caused by:	We will not pay:
1. fire and resultant smoke damage, lightning, explosion or earthquake.	a) the Excess as shown on Your Schedule for every claim b) for loss or damage due to a gradually operating cause
2. aircraft and other flying devices or items dropped from them.	the Excess as shown on Your Schedule for every claim
3. Storm, Flood or weight of snow.	a) the Excess as shown on Your Schedule for every claim b) for loss or damage caused by Subsidence, Heave or Landslip other than as covered under number 9 of Section One c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, fences, paths and hedges d) for loss or damage caused by frost e) for loss or damage caused by rising ground water levels f) for loss or damage to any felt roof where the felt roof is more than 10 years old g) for loss or damage due to wear and tear or any gradually operating cause h) for loss or damage whilst the Home is Unoccupied
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) the Excess as shown on Your Schedule for every claim b) for loss or damage caused by Subsidence, Heave or Landslip other than as covered under number 9 of Section One c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools d) for loss or damage whilst the Home is Unoccupied e) for loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless You have chosen Accidental Damage cover) f) for loss or damage caused by the failure or lack of grout and/or sealant. g) for loss or damage to any felt roof where the felt roof is more than 10 years old h) for loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies

Section One Buildings (continued)

What is Covered	What is not Covered
<p>This insurance covers the Buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for loss or damage due to wear and tear or any gradually operating cause c) for the cost of repair of the source of the damage unless the cause is covered elsewhere in this policy d) for loss or damage while the Home is Unoccupied</p>
<p>6. theft or attempted theft</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for loss or damage while the Home is Unoccupied c) for loss or damage while the Home is lent, let or sublet unless there is physical evidence of violent and forcible entry</p>
<p>7. collision by any vehicle or animal</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for damage caused by domestic animals</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for any amounts that are recoverable by You from the Tenant(s) deposit c) any loss or damage, legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from the Premises being used for illegal activities. d) for loss or damage while the Home is Unoccupied in respect of any person acting maliciously.</p>

Section One Buildings (continued)

What is Covered	What is not Covered
<p>This insurance covers the Buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>9. Subsidence or Heave of the site upon which the Buildings stand or Landslip</p>	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, paved terraces, paths, walls, gates, fences, hot tubs, service tanks and central heating oil tanks unless the Home is also affected at the same time by the same event c) for loss or damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event d) for loss or damage arising from faulty design, specification, workmanship or materials e) for loss or damage caused by coastal or riverbank erosion f) for loss or damage due to normal Settlement, shrinkage or expansion g) for loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions h) for loss or damage caused by the action of chemicals on, or the reaction of chemicals with any materials which form part of the Buildings i) any claim for which compensation has been provided or would have been provided but for the existence of this Policy, under any contract, legislation or guarantee
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage to radio and television aerials, satellite dishes, and their fittings and masts
<p>11. falling trees, telegraph poles or lamp-posts</p>	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage caused by trees being cut down or cut back within the Premises c) for loss or damage to gates and fences d) the cost of removing fallen trees or branches unless the Buildings have also been damaged.

Section One Buildings (continued)

What is Covered	What is not Covered
This Section of the insurance also covers	We will not pay:
<p>A. Fixed Glass and Sanitary Ware the cost of repairing Accidental Damage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • Sanitary Ware • ceramic hobs <p>all forming part of the Buildings</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) for loss or damage while the Home is Unoccupied</p>
<p>B. Damage to Underground Services the cost of repairing Accidental Damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers drains' and septic tanks • underground gas pipes • underground cables <p>servicing the Home and for which You are responsible.</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) for loss or damage due to wear and tear or any gradually operating cause</p> <p>c) damage for which You are not legally responsible</p> <p>d) damage to any part of the pipe or cable above ground level</p>
<p>C. Loss of Rent</p> <ul style="list-style-type: none"> • loss of rent due to You which You are unable to recover • additional costs of alternative accommodation, substantially the same as Your existing accommodation, which You have to pay for <p>while the Buildings cannot be lived in following loss or damage that is covered under Section One</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any amount over 20% of the Sum Insured for the Buildings damaged or destroyed</p>
<p>D. Additional Expenses expenses You will have to pay and which We have agreed in writing for</p> <ul style="list-style-type: none"> • architects, surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the Building • costs You have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the Buildings which are covered under Section One. (These expenses must be included within the Sum Insured).</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any expenses for preparing a claim or estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on You before the loss or damage</p>

Section One Buildings (continued)

What is Covered	What is not Covered
This Section of the insurance also covers	We will not pay:
<p>E. Metered Water increased metered water charges You have to pay following an escape of water which gives rise to an admitted claim under cause 4 of Section One</p>	<p>a) the Excess as shown on Your Schedule for every claim b) more than £750 in any Period of Insurance. If You claim for such loss under Sections One and Two, We will not pay more than £750 in total</p>
<p>F. Exchange of Contracts the period between exchange of contracts and completion when anyone buying the Home will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner</p>	<p>a) the Excess as shown on Your Schedule for every claim b) if the Buildings are insured under any other insurance</p>
<p>G. Trace and Access the cost of tracing the source of the damage covered under causes 4 and 5 and the replacement or repair of any walls, floors or ceilings damaged while carrying out the investigations</p>	<p>a) the Excess as shown on Your Schedule for every claim b) any amount over £5000</p>
<p>H. Emergency Access any loss or damage caused by the emergency services gaining access to the Premises in the course of their duty to safeguard life or property</p>	
<p>I. Garden Cover any loss or damage to plants, trees, bushes and shrubs at the Premises as a result of the insurance provided by causes 1 and 2 and 4 to 11 of Section One.</p>	<p>a) the Excess as shown on Your Schedule for every claim b) more than £1,000 in any Period of Insurance</p>

Section One Buildings – Accidental Damage to Buildings

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

What is Covered	What is not Covered
This Extension covers the following	We will not pay
Accidental Damage to the Buildings	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage or any proportion of damage which We specifically exclude elsewhere under Section One c) for the Buildings moving, settling, shrinking, collapsing or cracking d) for loss or damage while the Home is being altered, repaired, cleaned, maintained or extended e) for loss or damage to outbuildings and garages which are not of Standard Construction f) for the cost of general maintenance g) for loss or damage caused by wear and tear, infestation, moth, vermin, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause h) for loss or damage arising from faulty design, specification, workmanship or materials i) for loss or damage from mechanical or electrical faults or breakdown j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any loss or damage caused by or contributed to by, or arising from any kind of pollution and/or contamination m) for loss or damage while the Home is Unoccupied n) for damage caused by chewing, tearing, scratching, fouling or urinating by domestic animals

Section One – Buildings (continued)

Conditions that apply to Section One (Buildings) only

1. Properties used as Holiday Homes not occupied for more than 30 consecutive days

Exclusions for loss or damage whilst the **Home** is **Unoccupied** do not apply to **Holiday Homes**, other than as stipulated within this condition.

Unless already agreed by **Us**, if the **Holiday Home** has not been occupied for 30 consecutive days, the following conditions and exclusions will apply:

a) **We** will not pay the first £500 of each claim under the following causes applicable to Section One **Buildings**

- **Storm, Flood** or weight of snow
- Escape of oil
- Theft or attempted theft
- Persons acting maliciously

b) **We** will not pay the first £2,500 in respect of escape of water.

c) During the period from 1st November to 1st April inclusive, **We** will not pay a claim under Section One **Buildings** for escape of water unless;

i). central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) with loft hatches (where present) left open for the circulation of heat or the water is turned off at the mains and the water system drained;

and

ii). the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Holiday Home**.

If **You** fail to tell **Us** within 90 days of the **Holiday Home** becoming **Unoccupied** the insurance by Section One **Buildings** will be limited to loss or damage arising from Fire (excluding arson), lightning, explosion and earthquake only.

Guidance Note: Whenever the Holiday Home is Unoccupied:

- security precautions should be maintained in good working order at all times.*
- You** should advise **Us** before any changes to the security at the **Holiday Home** are made and*
- put all the security precautions into operation whenever the **Holiday Home** is left unattended;*

2. Inflation Protection

The **Sum Insured** on the **Buildings** is the amount shown in the **Schedule** adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors, or other appropriate indices as required.

Index Linking will not apply where a fixed limit of indemnity is provided by the **Policy**.

Your annual premium will be based on the adjusted **Sum Insured**.

Index linking of the **Sum Insured** will continue during repair or replacement following loss or damage provided the **Sum Insured** at the time of the damage represents the full rebuilding cost and provided that **You** ensure that the work is carried out without undue delay.

Section One - Buildings- Settling Claims

HOW WE DEAL WITH YOUR CLAIM

1. Replacement or Repair

We will pay the cost of work carried out in repairing or replacing the damaged parts of the **Buildings** including:

- i) reasonable professional fees relating to repair and/or replacement
- ii) removal of debris
- iii) the cost of complying with building regulations, local authority or other statutory requirements except where notice of the need to comply was given or sent to **You** before the damage occurred or these relate to undamaged parts of the **Buildings**.

We will pay the cost of repair or replacement LESS a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if the **Buildings** have not been maintained in good repair.

We may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available, then **We** will pay the full replacement cost of the item with no discount applied.

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

If however, damaged items cannot be repaired or replaced, **We** will pay up to 50% of the cost of replacement of the undamaged items (excluding labour costs).

If a floor covering is damaged beyond repair, **We** will only pay to have the damaged floor covering replaced. **We** will not cover undamaged floor covering in adjoining rooms.

YOUR SUM INSURED

We will not reduce the **Sum Insured** under Section One after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

LIMIT OF INSURANCE

It is important that **Your Buildings Sum Insured** must represent the full rebuilding value of the Buildings including the additional expenses noted under Section D – Additional Expenses.

You must notify **Us** as soon as possible if the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your Schedule**.

If, at the time of any loss or damage, the **Buildings Sum Insured** is not enough to reconstruct **Your Buildings**, **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 any claim made by **You**. If however the correct **Sum Insured** is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

Section Two - Contents

What is Covered	What is not Covered
This insurance covers the Contents for loss or damage directly caused by	We will not pay
1. fire and resultant smoke damage, lightning, explosion or earthquake	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) loss or damage due to gradually operating cause
2. aircraft and other flying devices or items dropped from them	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim
3. Storm, Flood or weight of snow	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for property in the open c) loss or damage cause by frost d) loss or damage caused by rising ground water levels e) for loss or damage whilst the Home is Unoccupied
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless You have chosen Accidental Damage cover) c) loss or damage caused by the failure or lack of grout and/or sealant d) for loss or damage whilst the Home is Unoccupied
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship d) for loss or damage whilst the Home is Unoccupied
6. theft or attempted	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage whilst the Home is lent, let or sublet unless there is physical evidence of violent and forcible entry c) any amount over £5,000 for Contents, within detached domestic outbuildings and garages d) for loss or damage whilst the Home is Unoccupied

Section Two - Contents (continued)

What is Covered	What is not Covered
This insurance covers the Contents for loss or damage directly caused by	We will not pay
7. collision by any vehicle or animal	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) loss or damage caused by domestic animals
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for any amounts that are recoverable by You from the Tenants' deposit c) any loss or damage, legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from the Premises being used for illegal activities. d) for loss or damage while the Home is Unoccupied in respect of any person acting maliciously
9. Subsidence or Heave of the site upon which the Building stand or Landslip	<ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for loss or damage following damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal or river bank erosion f) for loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings g) any claim for which compensation has been provided, or would have been provided but for the existence of this Policy under any contract, legislation or guarantee

Section Two - Contents (continued)

What is Covered	What is not Covered
This insurance covers the Contents for loss or damage directly caused by	We will not pay
10.falling trees, telegraph poles or lamp-posts	a) the Excess as shown on Your Schedule for every claim b) for loss or damage caused by trees being cut down or cut back within the Premises c) the cost of removing fallen trees or branches unless the Contents have also been damaged.

Section Two - Contents (continued)

What is Covered	What is not Covered
This Section also covers	We will not pay
<p>A. Electronic Equipment Accidental Damage to any Electronic Equipment, system or software, any product equipment or machinery containing, connected to or operated by means of a data processing chip within the Home</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling c) for loss or damage to tapes, records, cassettes, discs or computer software d) for any damage that arises from Computer Virus or Electronic Failure e) for loss or damage by insects, parasites, vermin or domestic animals f) for damage to items designated and intended to be portable or to hand-held Electronic Equipment and games, including laptops, tablets and mobile phones</p>
<p>B. Fixed Glass and Sanitary Ware accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass, double glazing and Sanitary Ware forming part of the Buildings which You are legally responsible for as a Tenant and do not have other insurance for • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	<p>a) the Excess as shown on Your Schedule for every claim b) for the cost of repairing, removing or replacing frames c) for loss or damage whilst the Home is Unoccupied</p>

Section Two - Contents (continued)

What is Covered	What is not Covered
This Section also covers	We will not pay
<p>C. Contents Away from the Home the Contents, if these are not already insured, whilst they are temporarily out of the Home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1 – 10 in Section Two while the Contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where You are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the Contents are being moved to Your new Home or to or from any bank, safe deposit or furniture store</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) for Contents outside the United Kingdom</p> <p>c) for Money or Credit Cards</p> <p>d) any amount over 20% of the Sum Insured under Section Two for Contents in a furniture store</p> <p>e) for loss or damage by theft unless it involves forcible and violent entry to or exit from a building</p> <p>f) for loss or damage from a caravan, mobile home or motor home</p> <p>g) for loss or damage to Business Equipment</p>
<p>D. Loss of Rent up to twelve months rent You have to pay as occupier if the Buildings cannot be lived in following loss or damage that is covered under Section Two</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any amount over 10% of the Sum Insured under Section Two for the Contents of the Building damaged or destroyed</p>
<p>E. Alternative Accommodation costs of using other accommodation, substantially the same as Your existing accommodation, which You have to pay for if the Buildings cannot be lived in following loss or damage that is covered under Section Two</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) any amount over 10% of the Sum Insured under Section Two for the Contents of the Building damaged or destroyed</p>

Section Two - Contents (continued)

What is Covered	What is not Covered
This Section also covers	We will not pay
<p>F. Tenant's Liability Your legal responsibility as a Tenant for loss or damage to the Buildings caused by loss or damage which is covered under Section Two</p>	<p>a) the Excess as shown on Your Schedule for every claim b) any amount over 10% of the Sum Insured under Section Two for the Contents of the Building damaged or destroyed c) for loss or damage caused by fire, lightning or explosion to the Buildings other than to the landlord's fixtures or fittings d) for loss or damage arising from Subsidence, Heave or Landslip e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously f) for loss or damage while the Home is Unfurnished g) for loss or damage to gates, hedges and fences</p>
<p>G. Damage to Underground Services the cost of repairing Accidental Damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers' drains and septic tanks • underground gas pipes • underground cables <p>which You are legally responsible for as Tenant only</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for loss or damage due to wear and tear or any gradually operating cause c) damage for which You are not legally responsible d) damage to any part of the pipe or cable above ground level</p>
<p>H. Fatal Injury fatal injury to You, happening at the Premises shown in the Schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: £5,000 for each Insured</p>	
<p>I. Replacement Locks costs You have to pay for replacing locks to safes, alarms and outside doors in the Home following theft or loss of Your keys</p>	<p>a) the Excess as shown on Your Schedule for every claim b) any amount over £1,000 in total</p>

Section Two - Contents (continued)

What is Covered	What is not Covered
This Section also covers	We will not pay
<p>J. Metered Water increased metered water charges You have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two</p>	<p>a) the Excess as shown on Your Schedule for every claim b) more than £750 in any Period of Insurance. If You claim for such loss under Sections One and Two, We will not pay more than £750 in total</p>
<p>K. Celebrations and Special Events during the period of thirty days before and thirty days after of a celebration or religious festival that You celebrate, the Contents Sum Insured is increased by 10% to cover gifts and additional food and drink. For all other purposes the Sum Insured is not increased by this item (K)</p>	<p>a) the Excess as shown on Your Schedule for every claim</p>
<p>L. Visitors Personal Possessions loss or damage to visitors Personal Possessions by causes 1 to 10 whilst they may be contained within the Home</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for loss or damage specifically excluded under the Contents section c) more than £500 for each visitor for any one claim</p>
<p>M. Domestic Staff's Personal Possessions loss or damage to Domestic Staff's Personal Possessions by causes 1 to 10 whilst they may be contained within the Home</p>	<p>a) the Excess as shown on Your Schedule for every claim b) for loss or damage specifically excluded under the Contents section c) more than £500 for each member of Domestic Staff for any one claim</p>
<p>N. Student's Contents whilst away at University / College We will pay for loss or damage to Contents while the items are temporarily away from Your Home and kept in Your lodgings while You are at University or College anywhere in the United Kingdom</p>	<p>a) the Excess as shown on Your Schedule for every claim b) any amount over £5,000 in total c) any amount over £500 in total for Valuables d) Theft or attempted theft unless there is physical evidence of violent and forcible entry e) loss of Money f) loss by deception g) loss or damage to guests' effects h) pedal cycles and Electrically assisted pedal cycles, laptops, mobile phones, ipads or tablets unless specified</p>

Section Two - Contents – Accidental Damage to Contents

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

What is Covered	What is not Covered
<p>This Extension covers the following</p> <p>Accidental Damage to the Contents within the Home</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for damage or any proportion of damage which We specifically exclude elsewhere under Section Two EXCEPT in respect of exclusion (f) of Cause A 'Accidental Damage to' c) for damage to Contents within garages and outbuildings d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage caused by chewing, tearing, scratching, fouling or urinating by domestic animals f) any amount over £1,000 in total for porcelain, china, glass and other brittle articles g) for Money, Credit Cards, documents or stamps h) for damage to contact, corneal or micro corneal lenses i) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause j) for damage arising out of faulty design, specification, workmanship or materials k) for any damage that arises from Computer Virus or Electronic Failure l) for damage arising from demolition, structural alteration or structural repair of the Building m) for damage caused by dryness, dampness, extremes of temperature or exposure to light n) for any loss or damage caused by or contributed to by, or arising from any kind of pollution and/or contamination o) for loss or damage if the Buildings are Unoccupied

Section Two - Contents (continued)

Conditions that apply to Section Two (Contents) only

1. Properties used as Holiday Homes not occupied for more than 30 consecutive days

Exclusions for loss or damage whilst the **Home** is **Unoccupied** do not apply to **Holiday Homes**, other than as stipulated within this condition.

Unless already agreed by **Us**, if the **Holiday Home** has not been occupied for 30 consecutive days, the following conditions and exclusions will apply:

a) **We** will not pay the first £500 of each claim under the following causes applicable to Section Two **Contents**

- **Storm, Flood** or weight of snow
- Escape of oil
- Theft or attempted theft
- Persons acting maliciously

b) **We** will not pay the first £2,500 in respect of escape of water.

c) **We** will not pay for theft or attempted theft of **Valuables** under Section Two **Contents**.

d) during the period from 1st November to 1st April inclusive, **We** will not pay a claim under Section Two **Contents** for escape of water unless:

i). central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) with loft hatches (where present) left open for the circulation of heat or the water is turned off at the mains and the water system drained;

and

ii). the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Holiday Home**.

If **You** fail to tell **Us** within 90 days of the **Holiday Home** becoming **Unoccupied** the insurance by Section Two **Contents** will be limited to loss or damage arising from Fire (excluding arson), lightning, explosion and earthquake only.

Guidance Note: *Whenever the **Holiday Home** is **Unoccupied**:*

- security precautions should be maintained in good working order at all times.*
- You** should advise **Us** before any changes to the security at the **Holiday Home** are made and*
- put all the security precautions into operation whenever the **Holiday Home** is left unattended;*

2. Inflation Protection

The **Sum Insured** on **Contents** is the amount shown in the **Schedule** adjusted monthly in line with the Durable Household Goods Section of the Consumer Price Index prepared by the Office for National Statistics. **Your** annual premium will be based on the adjusted **Sum Insured**.

Index Linking will not apply where a fixed limit of indemnity is provided by the **Policy**.

3. Proof of Value

If an item of **Valuables** is specified under this section and with a value in excess of £5,000, should that item be lost or damaged, if **You** do not have an official valuation or receipt supporting the stated **Sum Insured** then the amount **We** pay may be reduced.

Section Two - Contents – Settling Claims

HOW WE DEAL WITH YOUR CLAIM

1. If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under Section Two. For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new
- **You** have paid, or **We** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes and household linen
- pedal cycles or **Electrically assisted pedal cycles**

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

We may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash.

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier.

If no equivalent replacement is available, then **We** will pay the full replacement cost of the item with no discount applied.

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

If however, damaged items cannot be repaired or replaced, **We** will pay up to 50% of the cost of replacement of the undamaged items (excluding labour costs).

If a floor covering is damaged beyond repair, **We** will only pay to have the damaged floor covering replaced. **We** will not cover undamaged floor covering in adjoining rooms.

If **You** do not surrender the undamaged items or parts **We** may, at **Our** option, agree to pay the cost of the difference between the market value of the pair, set, suite or other article before and after the loss.

YOUR SUM INSURED

We will not reduce the **Sum Insured** under Section Two after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

It is important that **Your Sum Insured** is enough to replace **Your Contents** as new (but for clothing and household linen **We** may make a reduction for wear and tear). If **You** make a claim and the **Sum Insured** shown on **Your Schedule** is not enough the amount **We** pay may be reduced.

Section Two - Contents – Settling Claims (continued)

LIMIT OF INSURANCE

It is important that **Your Contents Sum Insured** is enough to replace **Your Contents** as new (but for clothing and household linen **We** may make a reduction for wear and tear) should all **Your Contents** be completely destroyed.

You must notify **Us** as soon as possible if the full replacement value of **Your Contents** exceeds the amount shown in **Your Schedule**.

If, at the time of any loss or damage, the **Contents Sum Insured** is not enough to replace all **Your Contents** as new, **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 Contents** insurance is equal to 75% of what **Your** premium would have been if **Your Contents Sum Insured** was enough to replace **Your Contents** as new, then **We** will pay up to 75% of any claim made by **You**. If however the correct **Sum Insured** is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

Section Three - Accidents to Domestic Staff

This section applies only if the **Contents** are insured under Section Two

What is Covered	What is not Covered
<p>This Extension covers the following</p> <p>for amounts You become legally liable to pay, including costs and expenses which We have agreed in writing, for Bodily injury by an accident happening during the Period of Insurance anywhere in the World to Your Domestic Staff employed in connection with the Premises shown in the Schedule</p>	<p>We will not pay</p> <p>for Bodily Injury arising directly or indirectly</p> <ul style="list-style-type: none">• from any motorised or horse drawn vehicle other than: domestic garden equipment used within the Premises• from any communicable disease or condition• in Canada or the United States of America after the total period of stay has exceeded 30 days during the Period of Insurance

LIMIT OF INSURANCE

We will not pay more than £10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

Section Four - Legal Liability to the Public

This section applies only if the **Schedule** shows that either the **Buildings** are insured under Section One or the **Contents** are insured under Section Two of this insurance.

PART A

Part A of this section applies in the following way:

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

What is Covered	What is not Covered
<p>We will indemnify You</p>	<p>We will not indemnify You for any liability</p>
<p>(i) as owner or occupier for any amounts You become legally liable to pay as damages in respect of accidental</p> <ul style="list-style-type: none"> • Bodily Injury • damage to property <p>happening at the Premises during the Period of Insurance</p> <p>OR</p> <p>(ii) as a private individual for any amounts You become legally liable to pay as damages in respect of accidental</p> <ul style="list-style-type: none"> • Bodily Injury • damage to property <p>happening anywhere in the world during the Period of Insurance</p>	<p>a) for Bodily injury to</p> <ul style="list-style-type: none"> • You • any other permanent member of the Home • any person who at the time of sustaining such injury is engaged in Your service <p>b) for Bodily Injury arising directly or indirectly from any communicable disease or condition</p> <p>c) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • You • any other permanent member of the Home • any person engaged in Your service <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days during the Period of Insurance</p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which You have assumed under contract and which would not otherwise have attached</p>

Section Four - Legal Liability to the Public (continued)

What is Covered	What is not Covered
<p>We will indemnify You</p>	<p>We will not indemnify You for any liability</p> <p>g) arising out of Your ownership, possession or use of:</p> <p>i) any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> • mobility aids provided they are only being used for their intended purpose and by their intended user, and there is no legal requirement for them to be registered for use on the road • domestic gardening equipment used within the Premises • pedestrian controlled gardening equipment used elsewhere and • Electrically assisted pedal cycles <p>ii) any power-operated lift</p> <p>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv) any animal other than cats or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</p> <p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Premises named in the Schedule; and • reported to Us not later than 30 days from the end of the Period of Insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of Your ownership, occupation possession or use of any land or building that is not within the Premises</p> <p>j) if You are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted</p>

Section Four - Legal Liability to the Public (continued)

What is Covered	What is not Covered
<p>We will indemnify You</p> <p>PART B</p> <p>for sums which You have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have indemnified You had the award been made against You rather than to You • there is no appeal pending • You agree to allow Us to enforce any right which We shall become entitled to upon making payment <p>PART C</p> <p>We will pay You for</p> <p>any amount that You or Your family become legally liable to pay as compensation (including claimant's costs and expenses) arising from Your ownership (but not occupation) of the Premises which causes accidental death, Bodily Injury or illness to any person or damage to property. This includes cover for defective work carried out by You or Your family or on Your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by You or Your family before the occurrence of Bodily Injury or damage in connection with such private residence</p>	<p>We will not indemnify You for any liability</p> <ul style="list-style-type: none"> • for any liability if You are entitled to indemnify under any other insurance • for the cost of repairing any fault or alleged fault
<p>LIMIT OF INSURANCE</p> <p>We will not pay</p> <ul style="list-style-type: none"> • in respect of pollution and/or contamination: - more than £2,000,000 in all • in respect of any other liability covered under Section Four: - <p>more than £2,000,000 including costs for any one claim or series of claims arising out of any event or one source or original cause.</p>	

Section Five - Valuables and Personal Possessions

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

What is Covered	What is not Covered
<p>This insurance covers</p> <p>Valuables and Personal Possessions listed in the Schedule against physical loss or damage anywhere in the United Kingdom, Europe and up to 60 days World-wide in any Period of Insurance</p>	<p>We will not pay</p> <ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) for damage caused by plants, living creatures, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause c) for damage from electrical or mechanical faults or breakdown d) any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the Schedule e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon f) for damage to guns caused by rusting or bursting of barrels g) for breakage of any sports equipment whilst in use h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the Schedule i) for theft or disappearance of jewellery and/or watches from baggage unless such baggage is carried by hand and under Your personal supervision j) Electronic Equipment unless otherwise stated in the specification(s) attached to the Schedule k) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle l) any amount over £2,000 in total in respect of theft or disappearance of jewellery and/or watches from hotel or motel rooms during Your absence from such rooms

Section Five - Valuables and Personal Possessions (continued)

What is Covered	What is not Covered
This insurance covers	<p data-bbox="826 259 1050 297">We will not pay</p> <ul style="list-style-type: none"> <li data-bbox="826 309 1465 562">m) for loss or damage to motor vehicles including motorcycles, children's motorcycles, children's motorcars, quad bikes, children's quad bikes, pedal cycles, Electrically assisted pedal cycles, caravans, aircraft, watercraft, sailboards or surfboards <li data-bbox="826 573 1465 678">n) articles used for business or professional purposes unless stated otherwise in the Schedule <li data-bbox="826 689 1465 907">o) for loss or damage arising from depreciation in value or other loss or damage or additional expenses following on from the event for which You are claiming e.g. costs incurred in preparing the claim or loss of earnings <li data-bbox="826 918 1465 981">p) for loss or damage to documents, lottery and raffle tickets <li data-bbox="826 992 1465 1173">q) for loss or damage to parts, accessories, tools, fitted radio cassette players, compact disc players, MP3 players, DVD players and satellite navigation systems for the subjects excluded in (m) above <li data-bbox="826 1184 1465 1402">r) for loss or damage where the property has been obtained by a person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or redeemable <li data-bbox="826 1413 1465 1476">s) for loss or damage to property more specifically insured by any other policy

Section Five - Valuables and Personal Possessions (continued)

Conditions that apply to Section Five

(VALUABLES AND PERSONAL POSSESSIONS ONLY)

1. Jewellery valued over £7500 Maintenance

Any item of jewellery exceeding the value of £7500, that has setting for stones, or clasps, **MUST** be examined by a competent jeweller once every three years at least, and any defect remedied immediately at **Your** expense. If **You** do not do this, any accidental loss or **Accidental Damage** will not be insured.

2. Proof of Value

If an item of **Valuables** is specified under this section and has a value in excess of £5,000, should that item be lost or damaged, if **You** do not have an official valuation or receipt supporting the stated **Sum Insured** then the amount **We** pay may be reduced.

Section Five - Valuables and Personal Possessions – Settling Claims

HOW WE DEAL WITH YOUR CLAIM

YOUR SUM INSURED

1. **We** will at **Our** option repair, replace or pay replacement as new for any article lost or damaged.

We will replace as new except for:

- i) clothing and items that are not repaired or replaced, when a deduction for wear and tear will be made
- ii) items that can be economically repaired (including clothing) where the cost of repair will be paid

We may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available, then **We** will pay the full replacement cost of the item with no discount applied.

2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:

- **We** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
- **We** will not pay more than a proportion of the insured value of such pair or set.

3.-In the event that a **Personal Possession** specified in the **Schedule** is totally lost or destroyed, it will not continue to be insured but will be deleted from the date of the loss.

LIMIT OF INSURANCE

It is important that **Your Sum Insured** is enough to replace **Your Personal Possessions** as new (but for clothing and household linen **We** may make a reduction for wear and tear).

You must notify **Us** as soon as possible if the full replacement value of **Your Personal Possessions** exceeds the amount shown in **Your Schedule**.

The full replacement value of **Your Personal Possessions** means the current cost to replace all **Your Personal Possessions** as new.

If, at the time of any loss or damage, the **Personal Possessions Sum Insured** is not enough to replace all **Your Personal Possessions** as new, **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 Personal Possessions** insurance is equal to 75% of what **Your** premium would have been if **Your Personal Possessions Sum Insured** was enough to replace **Your Personal Possessions** as new, then **We** will pay up to 75% of any claim made by **You**. If however the correct **Sum Insured** is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

Section Six - Domestic Freezer cover

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

What is Covered	What is not Covered
This insurance covers	We will not pay
the cost of replacing Your food in Your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<ul style="list-style-type: none">a) the Excess as shown on Your Schedule for every claimb) for loss or damage caused by any electricity or gas company cutting off or restricting Your supplyc) for loss or damage due to the failure of Your electricity or gas supply caused by a strike or any other industrial actiond) if the fridge or freezer is more than 10 years old when the food is damaged

LIMIT OF INSURANCE

We will not pay more than £750 unless otherwise stated in the **Schedule**.

Section Seven - Pedal Cycle cover

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

What is Covered	What is not Covered
This insurance covers	We will not pay
<p>The cost of replacing Your pedal cycles and Electrically assisted pedal cycles following:</p> <ul style="list-style-type: none"> • theft or attempted theft • Accidental Damage <p>anywhere in the United Kingdom and Europe</p>	<p>a) the Excess as shown on Your Schedule for every claim</p> <p>b) for loss or damage to:</p> <ul style="list-style-type: none"> • tyres • lamps • accessories <p>unless the cycle is stolen or damaged at the same time</p> <p>c) for damage due to wear and tear or any gradually operating cause</p> <p>d) for damage from mechanical or Electrical Failure or breakdown</p> <p>e) for loss or damage while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes</p> <p>f) to replace a stolen cycle unless it was locked to an immovable object by a suitable locking device or kept in a locked building at the time of the theft</p> <p>g) for motorised pedal cycles which are not Electrically assisted pedal cycles</p>

LIMIT OF INSURANCE

We will not pay more than the **Sum(s) Insured shown in the **Schedule**.**

Section Eight – Money and Credit Card Cover

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

What is Covered	What is not Covered
<p>Section Eight of this insurance extends to cover the following</p> <ul style="list-style-type: none"> • theft or accidental loss of Money • any amounts which You become legally liable to pay as a result of unauthorised use following loss or theft of Your Credit Card(s) <p>anywhere in the World, provided that</p> <ul style="list-style-type: none"> • Within 24 hours of Your discovering any such loss or theft, You have notified the police and, in the case of Credit Card(s), the card issuing company; and • You have complied with all other conditions under which Your Credit Card(s) were issued to You 	<p>We will not pay</p> <ul style="list-style-type: none"> a) the Excess as shown on Your Schedule for every claim b) to make up any shortage due to an accounting error or omission c) for loss of value d) for any loss if You or Your family have not complied with the terms and conditions of the issuing authority

LIMIT OF INSURANCE

We will not pay more than the **Sum(s) Insured shown in the **Schedule**.**

General Conditions

applicable to the whole of this insurance

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

You and **Your** family must comply with the following general conditions to have full protection of the **Policy**. Failure to do so may impact **Your** claim.

Your Duties

1. Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured

Full value means:

for the **Buildings**:

the necessary cost of rebuilding if the **Buildings** were completely destroyed (This is not the market value)

for the **Contents** and **Personal Possessions**:

the current cost as new (other than clothes furs and household linen).

For clothes furs and household linen the current cost as new less an appropriate allowance for wear and tear.

2. Changes in Your Circumstances

You must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- if **You** become aware that information **You** have given **Us** is inaccurate
- change of address
- any structural alteration to **Your Home**
 - i.) Where the cost of any structural alteration work exceeds £25,000 (such work may involve any external surfaces of the **Buildings** being affected/changed i.e. roof replacement, extensions or similar, including works involving the use or process of heat)
 - ii.) If **You** have entered into a contract which removes or limits **Your** legal rights against the contractor
- if **You** or **Your** family intend to let or sub-let **Your Home**
- if **You** or **Your** family intend to use **Your Home** for any reason other than private residential purposes
- if **Your Home** will be or becomes **Unoccupied**
- if **You** or **Your** family have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences
- if **You** make any changes that will downgrade the security or fire protections at **Your Home**

We will then advise **You** of any change in terms and/or premium.

If **You** are in any doubt, please ask **Your Broker**.

General Conditions (continued)

3. Taking care of Your Property

You and **Your** family must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage.

You must maintain the property insured in good repair.

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

4. Your Duty

It is **Your** duty to ensure that the terms and conditions of this **Policy** are duly observed and complied with by **You**.

You must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, it could adversely affect **Your** insurance and any claim. For example **We** may:

- treat this insurance as if it had never existed, refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were in place from the start of the **Period of Insurance**; or
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with "General Conditions - 5. Cancelling **Your** Cover"

We or **Your Broker** will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

5. Cancelling Your Cover

Statutory Cancellation Rights

You may cancel **Your Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the cancellation period) by instructing **Your Broker** to cancel **Your Policy** during the cancellation period.

If cover has not started, **We** will refund the full premium. If cover has started, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** provided no claims have occurred. If any claims have been made **You** will not receive a refund of premium. If **You** are paying by instalments **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made.

General Conditions (continued)

Cancellation Outside the Statutory Period

You may cancel **Your Policy** at any time by providing instruction to cancel to **Your Broker**.

Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made.

Any premium refund will be calculated in accordance with the above.

Our Right of Cancellation

We or **Your Broker** will provide **You** with a notice of cancellation should **We** (or **Your Broker**) feel that there is a valid reason to cancel this insurance. Examples of valid reasons include:

- a) co-operation / failure to provide information;
- b) misrepresentation that is relevant to **Your** insurance
- c) reasonable suspicion of fraud;
- d) material failure to take reasonable care of **Your** property;
- e) the use of threatening or abusive behaviour or language to **Our** or **Your Broker's** staff; or
- f) non-payment of premium.
- g) **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure (Please see General Condition 2 Changes in Your circumstances, for further information).

In the event **We** (or **Your Broker**) invoke **Our** right of cancellation, **You** will be given 7 days' written notice, other than where the reason is for non-payment of premium. See "6 Non-payment of premiums" for details.

If **We** cancel this insurance, **We** will pay **You** a refund of any premium proportionate to the number of days **You** have been on cover except where **We** avoid or cancel **Your Policy** due to misrepresentation. See "10 Misrepresentation" for details.

6. Non-payment of premiums

We reserve the right to cancel this **Policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if **You** are paying by instalments.

If **We** are unable to collect a payment by instalments, **We** will use reasonable endeavours to collect the outstanding payment(s) before exercising **Our** right to cancel the **Policy**.

7. Premiums paid and up to date

PAYMENTS BY DIRECT DEBIT

If the premiums are paid monthly these will be collected on the cover start date of the insurance shown in the **Schedule** and on the same day of each following month. If one or more instalments have been paid, non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment.

General Conditions (continued)

8. Let Property

It is a condition precedent to **Our** liability that:

- a) All gas appliances, flues and associated pipe work are to be checked every 12 months by a registered engineer in accordance with Gas Safety Act and manuals for operating gas appliances are available within the **Premises**.
- b) All upholstered furniture must comply with the Fire and Furnishings (Fire Safety) Regulations 1988 (amended 1993).
- c) All electrical equipment is compliant with Electrical Equipment (Safety) Regulations 1994.
- d) There is in place a minimum of a six month Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside England and Wales, other than in Scotland, where a Private Residential Tenancy Agreement must be in place.

All tenancy agreements must be directly between:

- i.) the landlord and **Tenant**, or
- ii.) a letting agent, (employed by the landlord), and the **Tenant**, or
- iii.) a managing agent, (with whom the landlord has a contract to perform property management duties relating to the **Premises**), and the **Tenant**.

This condition does not apply where the **Premises** is a short period holiday contract.

9. Authority to Renew Condition (Where an Insured pays their premium by direct debit).

If **We** are willing to continue providing cover and **Your Broker** advises **You** beforehand of **Our** renewal terms, **You** authorise **Your Broker** to renew this insurance, and any subsequent insurance on expiry, in accordance with **Our** renewal terms at the time, unless **You** advise **Your Broker** otherwise before renewal date.

10. Misrepresentation

Where **We** identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this **Policy** to which **You** are not entitled, **We** will apply remedies available to **Us** under the law.

Remedies include:

- Amend **Your Policy** to record the correct information
- Apply any required change in premium, **Policy** terms and conditions
- Reject or pay only a proportion of **Your** claim
- Not return to **You** any premium paid
- Cancel **Your Policy**
- Avoid **Your Policy** (which means to treat the **Policy** as though it never existed).

General Exclusions

applicable to the whole of this insurance

Asbestos

Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos fibres or any derivatives of asbestos.

Confiscation

Any loss or damage caused by confiscation, detention or seizure by:

- Customs, police or officials
- Order of any court of law
- Any statutory or regulatory authority

Deception

Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless it is only entry to the **Home**.

Deliberate Loss or Damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **You** or **Your Family** or anyone lawfully in the **Home**.

Electronic Failure

We will not pay for any loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by **Electronic Failure**, computer error or any other malfunction.

Gradual Damage / Deterioration / Maintenance

Any loss or damage caused gradually or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and **Contents**

Illegal Activities

Any loss or damage, legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from the **Premises** being used for illegal activities.

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

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

General Exclusions (continued)

Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this **Policy**.

Sanctions

This **Policy** will not provide any insurance cover or benefit, and **We** will not pay any sum, if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

Structural Alteration to Your Home

We will not pay for any loss or damage arising from structural alteration works to **Your Home**;

- i) Where the cost of any structural alteration work exceeds £25,000 (such work may involve any external surfaces of the buildings being affected/changed i.e. roof replacement, extensions or similar, including works involving the use or process of heat)
- ii) If **You** have entered into a contract which removes or limits **Your** legal rights against the contractor

unless otherwise agreed by **Us**.

Terrorism

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or other loss, damage or additional expense following on from the event for which **You** are claiming;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person directly or indirectly caused by or contributed to, by or from biological or chemical contamination due to or arising from:
 - terrorism; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

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

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

General Exclusions (continued)

Virtual Currencies

Any loss or damage to any virtual currencies including but not limited to crypto-currency, including fluctuations in value.

War Exclusion

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

Claims Conditions

applicable to the whole of this insurance

You and **Your** family must comply with the following claims conditions to have the full protection of the **Policy**.

If **You** and **Your** family do not comply with them, **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of the claim payment.

Your Duties

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

1. The first thing You must do:

If property is lost or theft or malicious damage is suspected, **You** must immediately inform the Police and obtain a crime or lost property reference number.

We recommend that **You** check **Your Policy** cover.

Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

2. You should always immediately:

- contact **Us** or **Your Broker**
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage

3. Claims Process

Contact Midas Underwriting Limited First Floor, Elizabeth House,
116-118 Hollywood Road,
Belfast, BT4 1 NU
Telephone: 0330 123 5748
Fax: 028 9182 6595 or **Your Broker**

4. What You must do after making Your claim:

- tell **Us** and provide full details in writing immediately if someone is holding **You** or **Your** family responsible for damage to their property or **Bodily Injury** to them and send to **Us** immediately any writ summons letter of claim or other document;
- if requested send written details of **Your** claim to **Us** within 30 days.
- If requested, **You** must allow **Us**, an approved supplier or loss adjuster access to inspect the damage to **Your Buildings** or **Contents**.

It is **Your** responsibility to prove any claim. To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys, plans and deeds of **Your** property or other documents **We** may reasonably require.

To help assist in dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of damaged property. **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information as part of **Your** claim.

Claims Conditions (continued)

5. What You must not do:

- admit or deny any claim made by someone else against **You** or **Your** family or make any agreement with them, **We** have the right to negotiate settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the property insured and deal with salvage.
- abandon any property to **Us**
- dispose of damaged items as **We** may need to see them.

If **You** and **Your Family** do not comply with any of the above duties, **We** may at **Our** option cancel the **Policy** or, refuse to deal with **Your** claim, or reduce the amount of the claim payment.

6. How We deal with Your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.
- enter any **Building** where loss or damage has occurred.

We are

- entitled to retain the right to communicate directly with **You** regarding **Your** claim, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf;
- entitled to assess **Your** claim based on **Our**, an approved supplier's or loss adjusters view and interpretation, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

2. Other insurance

We will only pay, within the limits of this **Policy**, **Our** rateable proportion of any claim for loss, damage or liability covered under this insurance if that loss, damage or liability is covered wholly or in part under any other insurance. This clause does not apply to fatal injury (Section Two h).

3. Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** to act honestly. If **You** or anyone acting for **You**;

- knowingly provides information to **Us** as part of **Your** application for **Your Policy** that is not true and complete to the best of **Your** knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under **Your Policy**; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement, knowledge or collusion.

Claims Conditions (continued)

THEN

- **We** may prosecute fraudulent claimants;
- **We** may avoid the **Policy** from the date of the fraudulent act;
- **We** will not pay any fraudulent claims;
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under **Your Policy** since the start date;
- **We** shall not return any premium paid by **You** for the **Policy**;
- **We** may inform the Police of the circumstances.

Notice to the Insured

Contractors (Rights of Third Parties) Act 1999 Clarification

A person who is not a third party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this insurance, but this does not affect any right or remedy of a third party which exists or is available under this act.

The Law which applies to this Policy

You and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise the Law of England and Wales will apply to this **Policy**.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS).

If **We** cannot meet **Our** obligations, **You** may be entitled to compensation under this scheme.

You can get more information from the Financial Services Compensations Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 0207 741 4100

Privacy Notice

In this Notice references to **We**, **Us** and **Our** refer to AXA Insurance UK plc and Midas Underwriting Limited on Behalf of AXA Insurance UK plc. AXA Insurance UK plc are part of the AXA group of companies.

For details of how **We** use the personal information **We** collect from **You** and **Your** rights, please view **Our** Privacy Policy via:

AXA Insurance UK plc

Please visit **Our** website www.axa.co.uk/privacy-policy or contact **Our** Data Protection Office at: AXA Insurance UK plc, 20 Gracechurch Street, London, EC3V 0BG.

Midas Underwriting Limited

Please visit **Our** website www.midasuw.com/privacy-policy or contact **Our** Data Protection Officer at Midas Underwriting Limited, Quay Point, Lakeside Blvd, Doncaster DN4 5PL or email **Us** via compliance@midasuw.com.

Your Broker will have their own uses for **Your** personal data. Please ask **Your Broker** if **You** would like more information about how they use **Your** personal information.



MIDAS

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