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M I D A S

Royal Home  
Insurance



Policy Wording

# Index

Introduction	2
Home Emergency, Legal & Debt Counselling Helplines	3
Complaints	4
Definitions	6
Section 1: Contents, Art, Antiques, Jewellery & Watches	12
Section 2: Buildings	20
Section 3: Liability	25
General Conditions	30
General Exclusions	34
Claims Conditions	36
Notice to the Insured	38

# Introduction

Thank **You** for choosing Midas Royal **Home** Insurance.

**Your** Policy wording, Policy **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 who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at:  
[www.fca.org.uk/register/](http://www.fca.org.uk/register/).

**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** or **Agent** immediately if this document is not correct or if **You** would like to ask any questions.

# Home Emergency, Legal & Debt Counselling Helplines

The following helplines are operated by ARAG Plc

**Unfunded Emergency Assistance Telephone: 0330 303 1363 (24 hours a day 365 days)**

When an emergency occurs at your home in the UK 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 Advice Telephone: 01275 376070 (24 hours, 7 days, excluding bank holidays)**

If you or any of 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 Assistance Telephone: 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: 0333 00 333 88 (24 hours a day 365 days)**

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 or Agent**.

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

The 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](mailto:complaintsofficer@midasuw.com)

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

- **Your** name, address including 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.

## Financial Ombudsman Service

**If We cannot resolve Your complaint You may refer it to: Financial Ombudsman Service**

Exchange Tower Harbour Exchange Square London E14 9SR  
Tel. 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile.  
Fax. 020 7964 1001  
E-mail complaint. [info@financial-ombudsman.org.uk](mailto:info@financial-ombudsman.org.uk)

**You** can visit the Financial Ombudsman Service website at [ww.fos.org.uk](http://ww.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:

Tel: 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).*

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:

Tel: 0207 327 5693

Fax: 0207 327 5225

complaints@lloyds.com

Policyholder & Market Assistance,  
Market Services, Lloyd's, Fidentia House,  
Walter Burke Way, Chatham Maritime,  
Kent ME4 4RN

### **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 Ombudsman Service will normally only consider a complaint from private individuals or a small business enterprise which, at the time the complaint is referred has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and employs fewer than 50 persons; or

- (i) has a balance sheet total of less than £5 million (or its equivalent in any other currency),
- (ii) or a Charity that has an annual income of less than £6.5 million at the time the complaint is referred,
- (iii) or a trustee that has a net asset value of less than £5 million at the time the complaint is referred.

They can be contacted at:

Tel: 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, Harbour Exchange Square, 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.

# Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the Policy, unless stated otherwise

## Accidental Damage

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

## Act of Terrorism

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 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.

## Additional Rebuilding Expenses

Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the **Buildings** safe; and costs **You** are responsible for to meet any government or local authority requirements following **Damage** to the **Buildings** which is covered under Section 2 - **Buildings**.

## Art and Antiques

individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to **You** or **Your Family** or for which **You** or **Your Family** are legally responsible including:

- antique and designer furniture
- paintings, drawings, etchings, maps, prints, photographs
- books and manuscripts
- tapestries and rugs
- clocks and barometers
- curios, works of art
- statues and sculptures
- stamps, coins, medals and other collectable property
- china, glassware and porcelain
- household gold, platinum, pewter and silverware including plate
- guns

## Definitions (continued)

### 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 including:

- walls, fences, gates, hedges, alarm systems, driveways, paths, steps, terraces, patios, hard tennis courts
- permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories
- solar panels and associated power generating equipment, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers supplying **Your Home**

owned by **You** or for which **You** are legally responsible within the boundaries of **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**.

### 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

the following property that is solely used for domestic purposes and **Business Equipment**, all belonging to **You** or **Your Family** or for which **You** or **Your Family** are legally responsible and normally kept at **Your Home**:

- household goods, furniture and furnishings and personal effects
- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, power assisted pedal cycles, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies



## Definitions (continued)

### Contents (cont)

- quad bikes that do not require a Road Traffic Certificate of insurance
- go-karts and off-road motorcycles with an engine size of 50cc or less
- **tenant's improvements**
- fixtures and fittings and interior decorations for which **You** or **Your Family** are legally responsible as occupier and not as owner
- televisions and their aerials, digital receivers, radios, computers and ancillary equipment, other audio and video equipment, CCTV equipment
- marquees and associated equipment
- trailers and non-motorised horseboxes
- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment
- **Art and Antiques**
- **Jewellery and Watches** up to £10,000 in total
- **Outdoor Items**

#### **Contents** does not include:

- motorised vehicles (other than domestic garden machinery and quad bikes used within the **Home**, golf buggies, non-motorised trailers and mobility aids)
- caravans and their accessories
- any living creature, pet or livestock
- plants or trees
- aircraft (including any type of glider) and drones (including mechanically propelled aerial toys, models or devices)
- watercraft (other than surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment)
- any part of the **Buildings**
- any property held or used for business purposes other than **Business Equipment**

credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by **You** or **Your Family** solely for private purposes.

### Credit Cards

## Definitions (continued)

### Domestic Employee

any person who carries out paid domestic duties for **You** within **Your Home** and/or its garden other than:

- in connection with **Your** business to provide personal care for **You** or adult members of **Your Family**.

### Electronic Equipment

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

### Electronic Failure

any loss or damage to any property caused directly or indirectly by the failure of any **Electronic Equipment** to recognise, accept, respond to or process any data or instruction.

### Endorsement

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

### Excess

The first part of any claim which **You** must pay, as shown in **Your Schedule**.

### Gold and Silver

Gold and Silver and Gold and Silver plated items.

### Heave

upward movement of the ground beneath the **Buildings** as a result of the soil expanding

### Home

the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the **Schedule**.

### Jewellery and Watches

items that are worn or intended to be worn and made of **Gold and Silver**, platinum or other precious metals and/or set with precious or semi-precious stones and, watches all belonging to **You** or **Your Family**, or for which **You** or **Your Family** are legally responsible.

### Landslip

downward movement of sloping ground.

### Operative Sections

those sections which **You** have selected and for which cover is provided under this Policy.

### Outdoor Items

garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of **Your Home** either temporarily or permanently

## Definitions (continued)

### 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 Money

cash, bank and currency notes, cheques, money and postal orders, bankers' drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers' cheques, travel tickets, sports season tickets, ski passes and gift vouchers all belonging to or held by **You** or **Your Family** solely for private purposes.

### Schedule

this provides details of the person or persons insured, the **Period of Insurance**, the **Operative Sections** of the Policy and the **Sums Insured** which apply and specifies any **Endorsements** and memoranda which amend the standard Policy wording.

### 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 or stone or concrete and roofed with slates or tiles.

### 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

\*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**.

## Definitions (continued)

<b>Sum Insured</b>	The amount shown on the <b>Schedule</b> as the most <b>We</b> will pay for claims resulting from one incident unless otherwise stated in this Policy document or on the <b>Schedule</b> .
<b>Temporarily Removed</b>	removed from <b>Your Home</b> for a period of no more than 60 consecutive days.
<b>Tenant's Improvements</b>	improvements, alterations and decorations which have been undertaken to <b>Your Home</b> either by <b>You</b> or a previous occupier, as tenant and for which <b>You</b> are legally responsible as occupier and not as owner of the <b>Buildings</b> .
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	when <b>Your Home</b> is insufficiently furnished for normal living purposes for more than 30 consecutive days or not lived in by <b>You</b> or <b>Your Family</b> or by any adult person with <b>Your</b> permission for more than 60 consecutive days.
<b>We/Us/Our</b>	Midas Underwriting Limited on behalf of AXA Insurance UK plc.
<b>You or Your</b>	the person or persons named in the <b>Schedule</b> as the <b>Insured</b> .
<b>Your Broker or Agent</b>	the adviser who placed this insurance on <b>Your</b> behalf.
<b>Your Family</b>	<b>Your</b> spouse, partner, children, foster children, parents and other relatives, permanently living with <b>You</b> .

# Section 1: Contents, Art, Antiques, Jewellery & Watches

## What You are Covered for

### 1. Contents, Art and Antiques, Jewellery and Watches

The **Contents, Art and Antiques, Jewellery and Watches** are insured against loss or damage whilst at **Your Home** or anywhere in the world and while **Temporarily Removed** from the **Home**.

### 2. Alternative accommodation and rent.

If **Your Home** is made uninhabitable following loss or damage to the **Contents** by any cause insured by this Section **We** will pay:

- a) the cost of necessary and comparable alternative accommodation (subject to **Our** prior consent and approval) for **You, Your Family, Your** domestic pets and horses;
- b) the cost for the temporary storage of **Your** furniture;
- c) any rent which **You** may still have to pay;
- d) any rent which ceases to be payable to **You** if **You** rent out all or part of **Your Home**; up to a maximum period of 3 years.

### 3. Business Equipment

Loss of or damage to **Business Equipment** up to £15,000.

### 4. Death of artist

**We** will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of the loss or damage. The maximum amount **We** will pay for any one piece of art is up to 200% of its sum insured and up to £100,000 in total.

### 5. Defective title

**We** will pay **You** the purchase price of an item insured under this section or if less, the **Sum Insured** for a specified item, if it is subsequently proven that the item is not rightfully **Yours** and **You** are legally obliged to return it to its rightful owner.

**We** will not pay for claims under this additional cover:

- a) unless the item was purchased by **You** during the **Period of Insurance**;
- b) unless **You** advise **Us** about the claim during the **Period of Insurance**;
- c) unless **You** can show **Us** that **You** made reasonable enquiries about the provenance of the item prior to **Your** purchase;
- d) if the item was inherited by **You** or given to **You** as a gift;
- e) The maximum amount **We** will pay is 10% of the total **Sum Insured** under this section or £25,000, whichever is the less.

### 6. Dependent parents or grandparents' possessions

**We** will pay for loss or damage to **Contents** belonging to **Your** dependent parents or grandparents who are residing in a nursing or residential care **home** up to £10,000.

# Section 1: Contents, Art, Antiques, Jewellery & Watches

(continued)

## 7. Fatal injury or acquired disability

In the event of injury to **You** or any member of **Your Family** caused by fire or assault by thieves in **Your Home**, **We** will pay:

- a) £50,000 for each insured person over 16 years old and £5,000 for each person under 16 years old at the time of their death, within 3 months of the incident;
- b) up to £25,000 for necessary alterations to **Your Home** if such injury results in permanent physical disability.

## 8. Fraudulent use of Credit Cards, bank or building society books

If **You** suffer financial loss resulting from the fraudulent use of **Your Credit Cards**, bank or building society books anywhere in the world **We** will pay up to £25,000 provided the loss is reported to the issuing organisation within 24 hours of discovery and **You** comply with all the terms and conditions under which the credit card is issued.

## 9. Gifts

**We** will pay up to £10,000 for loss of or damage to **Contents** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **You** or **Your Family** for the period from one month before until one month after the event.

The maximum amount **We** will pay for any one gift is £1,000.

## 10. Guests and Domestic Employees personal property

Loss of or damage to **Contents** in **Your Home** belonging to guests or **Domestic Employees** permanently residing with **You** up to £5,000 provided such **Contents** are not otherwise insured.

The maximum amount **We** will pay for any one article is £750.

## 11. Hire of replacement golf clubs overseas

Following loss or damage to **Your** golf clubs or any that **You** may have hired or borrowed whilst **You** are playing golf outside the **Territorial Limits**, **We** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **Us** in the event of a claim.

## 12. Household removal

**We** will pay for loss of or damage to **Contents, Art and Antiques** occurring during the course of a household removal within the **Territorial Limits** provided that:

- a) it is undertaken by professional removal contractors;
- b) any claim for loss or damage caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.

## 13. Metered water or heating oil

Additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation at **Your Home** up to £10,000.

# Section 1: Contents, Art, Antiques, Jewellery & Watches

(continued)

## 14. New purchases

**We** will pay for loss of or damage to items that are newly purchased provided that **You** inform **Us** within 60 days of the purchase and pay any additional premium required. The maximum amount **We** will pay is 25% of the total **Sum Insured** under this section.

## 15. Outdoor Items

Loss of or damage to **Outdoor Items** whilst in the garden of **Your Home** up to £25,000 or 10% of the **Contents Sum Insured**, whichever is the greater, unless otherwise stated in the **Schedule**.

## 16. Personal money

Loss of or damage to **Personal Money** occurring anywhere in the world up to £5,000.

## 17. Reinstatement of data

**We** will pay the cost of reinstating lost data or records, including digital downloads, stored on **Your** computer or other items of **Electronic Equipment** up to £5,000.

## 18. Reinstatement of documents

**We** will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents up to £5,000.

## 19. Removal of debris costs

Following loss or damage to the **Contents** covered by this section **We** will, subject to **Our** prior consent and approval, pay for removal of debris costs that are necessarily incurred.

## 20. Replacement locks and keys

If the keys to **Your Home** are accidentally lost or stolen **We** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of such keys. For the purposes of this cover a 'key' will include key fobs and other remote-controlled devices used for security purposes.

## 21. Reward

**We** will pay up to £10,000 to anyone (other than **You**, **Your Family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this Policy.

# Section 1: Contents, Art, Antiques, Jewellery & Watches

(continued)

## What You are NOT covered for

1. The amount of the **Excess(es)** stated in the **Schedule**.
2. Loss or damage caused
  - a) by theft or attempted theft
    - i.) of pedal cycles, or of possessions of student members of **Your Family** whilst attending school, university or college, from any building other than **Your Home** unless force and violence is used to gain entry or exit;
    - ii.) by deception unless deception is used solely to gain entry to **Your Home**;
    - iii.) of motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building;
    - iv.) of trailers and non-motorised horseboxes unless secured with an anti-theft device when left unattended;
  - b) by river or coastal erosion;
  - c) by faulty workmanship, defective design or use of defective materials
  - d) directly or indirectly by or arising from:
    - i.) moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually
    - ii.) dryness, dampness, extremes of temperature or exposure to light
    - iii.) chewing, scratching, tearing or fouling by **Your** domestic pets
    - iv.) dyeing, cleaning, repairing, renovating, restoration; or
    - v.) pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at **Your Home**
  - e) by **Storm** or flood or frost to **Contents** left temporarily or permanently in the open other than aerials or satellite dishes;
  - f) by electrical or mechanical breakdown other than where this involves deterioration of food in **Your** freezer(s);
  - g) by an error in computer programming, instruction or malfunction.
  - h) by or arising from depreciation in value (other than **Art** and **Antiques**) or other loss, damage or additional expense following on from which you are claiming
  - i) by failure or lack of sealant and/or grout



# Section 1: Contents, Art, Antiques, Jewellery & Watches

(continued)

## 3. Loss of or damage to

- a) **Contents, Art and Antiques, Jewellery and Watches** removed for sale, exhibition or display
- b) **Jewellery and Watches** and **Personal Money** whilst in storage
- c) **Jewellery and Watches** that are held or used for business or professional purposes
- d) motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as described under **Contents**) and their respective accessories other than portable satellite navigation systems.
- e) radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
- f) equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in **Your Home**
- g) quad bikes, go-karts or off-road motorcycles
  - i) whilst being driven
  - ii) If left unattended either temporarily or permanently in the open
- h) watercraft (as defined under **Contents**)
  - i) whilst being used for racing, speed testing or in any slalom event or in white water
  - ii) protective covers or sails that are split by the wind
  - iii) if not stored ashore when not being used
- i) sports equipment while taking part in professional sport, or while in use or play
- j) **personal money**
  - i) unless the loss is reported to the Police within 24 hours of discovery
  - ii) held for business or professional purposes
  - iii) as a result of
    - 1. shortages due to error, omission, depreciation or confiscation
    - 2. theft from
      - a) garages, domestic outbuildings or greenhouses
      - b) unattended motor vehicles
- k) pedal cycles or their accessories
  - i) when left unattended away from **Your Home** unless securely locked
  - ii) while being used for racing or time trials
- l) wine, resulting from
  - i) mysterious disappearance, evaporation or gradual leakage
  - ii) the failure of any temperature controlling device
  - iii) climatic conditions, cork fly or inherent vice
  - iv) conversion, misappropriation or failure to keep proper records by any supplier.

## 4. Loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, washing, dyeing, installation, adjustment or dismantling.

## Section 1: Contents, Art, Antiques, Jewellery & Watches(continued)

5. Loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside.

Where an item is secured to an external carrier that is attached to the vehicle (e.g. pedal cycles or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must be secured to the vehicle.

6. Loss or damage occurring whilst in storage
- a) unless **Temporarily Removed** to a commercial storage facility;
  - b) unless any theft or attempted theft involves force and violence to gain entry or exit;
  - c) where this is more than 25% of the **Sum Insured** on **Contents, Art and Antiques** (unless specially agreed with **Us**).
7. Loss or damage, when **Your Home** is **Unoccupied**, caused by:
- a) theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks;
  - b) malicious acts or vandalism unless agreed by **Us**;
  - c) escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **Your Home** being **Unoccupied**.
    - i) **You** had made provision to keep **Your Home** heated throughout to maintain a constant room temperature of at least 15 degrees centigrade during the period of 1<sup>st</sup> November to 1<sup>st</sup> April or **You** had shut off and drained fixed water and heating installations, or
    - ii) **You** had informed **Us** and **We** agreed an alternative arrangement with **You** beforehand
  - d) additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation.
8. Loss or damage, when **Your Home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.
9. Any subsequent loss of profits or turnover resulting from any cause following loss of or damage to **Business Equipment**.

### Inflation Protection

The **Sums Insured** stated in the **Schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted **Sums Insured**.

# Section 1: Contents, Art, Antiques, Jewellery & Watches

(continued)

## How We deal with Your Claim

The total **Sum Insured** on **Contents, Art and Antiques, Jewellery and Watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total **Sum Insured** is adequate, **We** will at **Our** option;

- pay the cost of repairing,
- pay the cost of replacing as new,
- replace as new, or
- make a cash payment

Where **We** can offer repair or replacement through a preferred supplier, but we agree to make a cash payment, the payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available, then **We** will, providing the total **Sum Insured** is adequate, pay the full replacement cost of the item.

The **Sum Insured** that applies to **Your** Policy will not be reduced by any claim

## Underinsurance

If, at the time of any loss or damage, the **Contents Sum Insured** is not enough to replace **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.

## Excess

**We** will deduct the amount of any applicable **Excess** shown in the **Schedule**. However, the **Excess** will not apply to claims made

- under Covers 2, 6, 7, 8, 10, 11, 13,17,18,19,20 or 21
- for loss or damage to frozen food
- for loss or damage to any specified items unless **We** have imposed a compulsory **Excess**.

## Partial Loss or Damage

In the event of partial loss or damage to an item of **Art and Antiques**, **We** will pay the cost and expense of restoration together with any residual depreciation in value.

# Section 1: Contents, Art, Antiques, Jewellery & Watches

(continued)

## Pairs and Sets

**We** will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within 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 carpet is damaged beyond repair, **We** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet 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.

## The Maximum Amount Payable

The maximum amount **We** will pay for

- any one claim is the **Sum Insured** shown in the **Schedule** for this section plus index linked increases less the amount of any applicable **Excess**. **We** will also pay additional costs incurred under
  - Cover 2 - Alternative accommodation and rent
  - Cover 21 -Removal of debris costs
- any single article, pair, set or collection of **Art and Antiques** is £25,000 unless specified
- any single article, pair, set or collection of **Jewellery and Watches** is £10,000 unless specified
- loss of or damage to **Jewellery and Watches** whilst contained in baggage or in transit outside the personal control of **You** or an adult member of **Your Family** is £2,500
- any pedal cycle or fur is £5,000 unless specified
- loss or damage to marquees and associated equipment is £30,000
- any quad bike, go-kart or off-road motorcycle is £5,000
- any trailer or non-motorised horsebox is £5,000
- any watercraft as defined under **Contents** is £5,000
- loss or damage from any unattended motor vehicle is £15,000
- items removed from **Your Home** whilst in storage or whilst at any residence either owned or lived in by **You** or **Your Family** and not listed in the **Schedule** is up to 25% of the **Sum(s) Insured** on **Contents, Art and Antiques**
- possessions of student members of **Your Family** from any student accommodation whilst attending school, university or college is £15,000
- any specified item is the respective **Sum Insured** shown in the **Schedule**.

## Section 2: Buildings

### What You are Covered for

#### 1. The Buildings are insured against loss or damage.

#### 2. Alternative accommodation and loss of rent

If **Your Home** is made uninhabitable following loss or damage to the **Buildings** by any cause insured by this Section **We** will pay

- a) the cost of necessary and comparable alternative accommodation (subject to **Our** prior consent and approval) for **You, Your Family, Your** domestic pets and horses
- b) any rent which ceases to be payable to **You**, if **You** rent out all or part of **Your Home** up to a maximum period of 3 years.

If, at the time of the loss or damage, the **Sum Insured** on **Buildings** was less than 80% of its full rebuilding cost in line with the Building Cost Information Service of the Royal Institution of Chartered Surveyors, or other appropriate indices **We** choose, the maximum amount **We** will pay for any one claim will be 20% of the **Sum Insured** on **Buildings**.

#### 3. Additional Rebuilding Expenses

Following loss or damage to the **Buildings** covered by this section **We** will subject to **Our** prior consent and approval pay necessarily incurred

- a) architects', surveyors', legal and other fees
- b) removal of debris costs
- c) additional costs involved in complying with statutory regulations or local authority requirements.

#### 4. Fixtures and fittings Temporarily Removed

**We** will pay for loss of or damage to fixtures and fittings, that would normally form part of the **Buildings**, whilst **Temporarily Removed** from **Your Home** to another building within the **Territorial Limits** up to £25,000 in any one **Period of Insurance**.

#### 5. Forced evacuation

If a local authority prohibits **You** from living in **Your Home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this Policy, **We** will, subject to **Our** prior consent and approval, pay the cost of necessary and comparable alternative accommodation for **You, Your Family, Your** domestic pets and horses and any rent which ceases to be payable to **You**, up to a maximum period of 30 days.

## Section 2: Buildings (continued)

### 6. Reinstatement of gardens and grass tennis courts

The cost of re-landscaping **Your** garden or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or damage caused by

- a) fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism or by the emergency services
- b) falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

The maximum amount **We** will pay is

- c) 5% of the **Sum Insured** on **Buildings** up to £25,000 during any one **Period of Insurance**
- d) £1,000 for the removal and/or replacement of any one tree, plant or shrub.

### 7. Sale cover

If **You** contract to sell the **Buildings** of **Your Home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **Buildings** are not otherwise insured.

### 8. Trace and access

**We** will pay the cost (provided that this is incurred with **Our** consent) of finding the source of any escape of water, oil or gas from any fixed domestic water or heating installation or oil tank and the subsequent repair to walls, floors or ceilings, driveways, paths, patios or gardens. The maximum amount **We** will pay for any claim occurring within the boundary of **Your Home** is £25,000.

## What You are NOT Covered for

### 1. the amount of the **Excess(es)** stated in the **Schedule**

### 2. loss or damage caused by

- a) freezing to permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their respective associated plant, machinery and equipment
- b) storm or flood to fences, hedges or gates other than electrically operated gates
- c) felling or lopping of trees
- d) **Subsidence** or **Heave** (of the site on which **Your Home** stands) or **Landslip** due to
  - i) river or coastal erosion
  - ii) bedding down of new **Buildings** or **Settlement** of newly made up ground
  - iii) movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged at the same time and by the same cause
  - iv) demolition or structural repairs or alterations to the **Buildings**
  - v) inadequate foundations which do not meet building regulations current at the time of construction.
- e) **Subsidence** or **Heave** (of the site on which **Your Home** stands) or **Landslip** to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools and hot tubs, hard tennis courts and wind turbines unless the main building of **Your Home** is damaged at the same time and by the same cause.

## Section 2: Buildings (continued)

- f) frost, **Settlement** or shrinkage
  - g) faulty workmanship, defective design or use of defective materials
  - h) rusting, corrosion, wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - i) electrical or mechanical breakdown
  - j) failure or lack of sealant and/or grout
3. loss or damage, when **Your Home** is **Unoccupied**, caused by
- a) theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
  - b) malicious acts or vandalism unless agreed by **Us**
  - c) **Accidental Damage** to fixed glass and sanitary ware
  - d) freezing to any fixed water or heating installation
  - e) escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **Your Home** being **Unoccupied**
    - i) **You** had made provision to keep **Your Home** heated throughout to maintain a constant room temperature of at least 15 degrees centigrade during the period from 1st November to 1st April or **You** had shut off and drained fixed water or heating installations, or
    - ii) **You** had informed **Us** and **We** agreed an alternative arrangement with **You** beforehand
4. loss or damage, when **Your Home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
5. loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, dyeing, installation, adjustment or dismantling
6. loss of or damage to
- a) **Outdoor Items**
  - b) piers, wharfs, docks, jetties or moorings
  - c) aerials, satellite dishes and CCTV equipment.
7. loss or damage for which compensation is provided by legislation
8. the cost of maintenance and normal redecoration
9. reinstatement of gardens or grass tennis courts following storm, flood or frost
10. loss or damage to underground services
- a) for which **You** are not legally liable
  - b) caused by gradual deterioration or wear and tear
11. costs involved in complying with statutory regulations or local authority requirements where the loss or damage occurs after notice to comply has been served on **You**.

## Section 2: Buildings (continued)

### Inflation Protection

The **Sums Insured** shown in the **Schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted **Sums Insured**.

### Basis of Claims Settlement

The **Sum Insured** on **Buildings** must represent the full rebuilding value of the **Buildings** including the **Additional Rebuilding Expenses**.

**We** will

- at **Our** option either
  - a) reinstate or replace the damaged **Buildings** or any damaged part of the **Buildings**, or
  - b) pay the cost of any necessary repair or replacement work
  - c) if it is not possible to repair or rebuild the damage to the **Buildings**, or it is uneconomical to do so, **We** will at **Our** option pay the difference between the value of selling **Your** property on the open market immediately before the damage and its value after the damage. If it is possible to repair the **Buildings** but **You** ask **Us** to settle the claim using cash or cash alternative, and **We** agree to do so, **We** will pay for the decrease in market value of **Your Buildings** due to the damage but not more than it would have cost **Us** to repair the damage to **Your Buildings**
- make a deduction for wear, tear or betterment if the **Buildings** have not been maintained in good repair or decorative order.

The **Sum Insured** that applies to **Your** Policy will not be reduced by any claim.

### Underinsurance

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.

### Excess

**We** will deduct the amount of any applicable **Excess** shown in the **Schedule**. However, the **Excess** will not apply to claims made under Covers 2, 3, 5 or 6.

### Pairs and Sets

**We** will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within 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), other than for fitted kitchens and bathroom suites, where **We** will pay the full cost of replacement of the undamaged items, (excluding labour costs).



## Section 2: Buildings (continued)

### The Maximum Amount Payable

The maximum amount **We** will pay for

- a) any one claim is the **Sum Insured** shown in the **Schedule** plus index linked increases less the amount of any applicable **Excess**. **We** will also pay costs incurred under Cover 2 – Alternative accommodation and loss of rent
- b) damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £1,000
- c) fixtures and fittings **Temporarily Removed** is £25,000 in any one **Period of Insurance**
- d) reinstatement of gardens and grass tennis courts is £2% of the **Sum Insured** on **Buildings** up to £25,000 in any one **Period of Insurance**. £1,000 for the removal and/or replacement of any one tree, plant or shrub
- e) trace and access is £25,000 in any one **Period of Insurance**.

# Section 3: Liability

## What You are Covered for

### 1. Occupiers', personal and employers' liability

Provided that **Your Contents** are insured under Section 1 of this Policy, **We** will cover **You** or **Your Family** and if requested by **You**, **Your Domestic Employees**, for all amounts which **You** or they become legally liable to pay as damages in respect of accidental

- a) **Bodily Injury** to any person
- b) loss of or **Accidental Damage** to material property
- c) obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property

arising as a result of

- i) **Your** occupation, not ownership, of the **Buildings** or land belonging to the Home or **Your** allotment
- ii) **Your** duties as a Neighbourhood Home Watch coordinator
- iii) the employment of any **Domestic Employee** occurring within the **Territorial Limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
- iv) any other act or omission of a personal nature committed within the **Territorial Limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

### 2. Property owners' liability

Provided that **Your Buildings** are insured under Section 2 of this Policy, **We** will cover **You** or **Your Family** for all amounts that **You** or **Your Family** become legally liable to pay in respect of accidental

- a) **Bodily Injury** to any person other than **You** or **Your Family** or any persons employed by **You**
- b) loss of or **Accidental Damage** to material property

arising

- i) from **Your** ownership of the **Buildings** or land belonging to **Your Home**.
- ii) in respect of any **Buildings** previously owned by **You** and occupied by **You** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
  - i) no other policy covers the liability
  - ii) **You** had sold the **Buildings** before the incident giving rise to the liability occurred.

If **You** cancel this Policy following the sale of **Your Home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

## Section 3 Liability (continued)

### 3. Organised events

We will cover **You** or **Your Family** for all amounts which **You** or **Your Family** shall become legally liable to pay in respect of accidental

- a) **Bodily Injury** to any person
- b) loss of or **Accidental Damage** to material property

arising from the hiring out or the opening of **Your Home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

### 4. Additional and acquired land

Provided that **Your Buildings** are insured under Section 2 of this Policy **We** will cover **You** or **Your Family** for all amounts which **You** or **Your Family** shall become legally liable to pay in respect of accidental

- a) **Bodily Injury** to any person
- b) loss of or **Accidental Damage** to material property

arising from **Your** ownership of any additional land (provided **You** have told **Us** about it) or which **You** may acquire, within the **Territorial Limits** and occurring during the **Period of Insurance** provided that

- i) the land has not been acquired for property development or any business pursuits or activities
- ii) there are no **Buildings** on the land
- iii) **You** inform **Us** within 60 days of any acquisition and pay any additional premium required
- iv) **You** are not entitled to indemnity under any other insurance.

### 5. Quad bikes, go-karts and off-road motorcycles

Provided that **Your Contents** are insured under Section 1 of this Policy, **We** will cover **You** or **Your Family** for all amounts which **You** or **Your Family** shall become legally liable to pay in respect of accidental

- a) **Bodily Injury** to any person
- b) loss of or **Accidental Damage** to material property arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than
- c) if a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- d) any go-kart or off-road motorcycle that has an engine size of more than 50cc
- e) if used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- f) incidents that occur outside the boundaries of **Your Home**
- g) whilst used for, or for the practice or preparation for, motor sport or competition.

## Section 3 Liability (continued)

### 6. Hand or wind propelled watercraft

Provided that **Your Contents** are insured under Section 1 of this Policy, **We** will cover **You** or **Your Family** for all amounts which **You** or **Your Family** shall become legally liable to pay in respect of accidental

- a) **Bodily Injury** to any person
- b) loss of or **Accidental Damage** to material property

arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst

- i) being used for racing or speed testing
- ii) in any slalom event or in white water.

### 7. Tenant's liability

Provided that **Your Contents** are insured under Section 1 of this Policy, **We** will cover **You** or any member of **Your Family** for **Your** or their legal liability as tenant for the cost of making good damage to the **Buildings** or to the building of any residence occupied by a student member of **Your Family** temporarily residing away from **Your Home** attending school, university or college, as a result of any cause covered by Section I of this Policy up to £1,000,000.

**We** will not pay for

- i) the cost of maintenance and normal redecoration
- ii) liability arising whilst the building where the damage occurs is **Unoccupied**.

### 8. Unrecovered damages

Provided that **Your Contents** are insured under Section I of this Policy, **We** will pay for all sums which **You** or any member of **Your Family** have been awarded by a court within the **Territorial Limits** and which have not been paid within 3 months of the date of the award provided that

- a) Cover I of this section- Occupiers', personal and employers' liability would have insured **You** or the member of **Your Family** had the award been made against **You** or the member of **Your Family** rather than to **You** or the member of **Your Family**
- b) the incident giving rise to the award occurred within the **Territorial Limits** and during the **Period of Insurance**
- c) there is no appeal pending
- d) the amount payable does not exceed £1,000,000.

## Section 3 Liability (continued)

### What You are NOT Covered for

1. any liability for
  - a) **Bodily Injury to You or Your Family**
  - b) loss of or damage to property owned or occupied by or in the custody or control of **You or Your Family**
  - c) which **You** have cover under a more specific policy.
2. liability arising from
  - a) any incident occurring outside the **Period of Insurance**
  - b) **Bodily Injury** (other than to a **Domestic Employee**) or loss of or damage to property arising from the ownership, possession or use of
    - i) lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
    - ii) mechanically or electrically propelled vehicles other than
      - motorised or pedestrian controlled lawnmowers used within the boundaries of the **Home**
      - power assisted pedal cycles, electric wheelchairs or Class 1 or Class 2 mobility scooters
      - pedestrian controlled models or toys
      - motorised golf buggies or electric golf trolleys used within the boundaries of **Your Home** or on a golf course
      - quad bikes, go-karts or off-road motorcycles as provided by Cover 5 of this section
    - iii) trailers or horseboxes whilst being towed
    - iv) watercraft other than as provided by Cover 6 of this section
    - v) aircraft, hang-gliders or hovercraft
    - vi) animals other than domestic pets or horses
    - vii) commercial riding schools and establishments
    - viii) horses whilst being used for racing, steeple chasing or playing polo
    - ix) specified under the Dangerous Dogs Act 1991 or any amending legislation
    - x) shotguns or firearms other than when used for sporting activities or pest control
  - c) the passing on of any infectious disease or virus
  - d) any trade, business, profession or employment of **You or Your Family** other than if directly arising from
    - i) the use of the **Home** as an office for non-manual work
    - ii) gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
    - iii) the accommodation of no more than 6 paying guests at any one time and the provision of food or drink to such guests
    - iv) any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
    - v) voluntary work for an organised registered charity, religious or community group

## Section 3 Liability (continued)

- e) any treatment, wrongful specification or professional advice or service given by You, **Your Family** or an employee where rendered to a third party for a fee
- f) any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by You or **Your Family**
- g) any agreement unless liability would have existed without the agreement
- h) any **Act of Terrorism** other than for accidental **Bodily Injury** to a **Domestic Employee**

3. the cost of remedying any fault or alleged fault.

### Basis of Claims Settlement

In the event of **Your** death or the death of any member of **Your Family** **We** will reimburse **Your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the Policy so far as they can apply.

Where there is more than one person named as the Insured in the **Schedule** this section shall apply separately to each named person as if each is insured by a separate Policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

**We** may at any time pay to **You** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

### The Maximum Amount Payable

The amount payable will not exceed

1. £10,000,000 for accidental **Bodily Injury** to any **Domestic Employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
  - i) any **Act of Terrorism**, or
  - ii) any action taken in controlling, preventing, suppressing or in any way relating to an **Act of Terrorism**
2. £5,000,000 in respect of all other claims arising from one cause plus any other legal costs and expenses which **You** or **Your Family** have to pay provided they are incurred with **Our** written consent.

# General Conditions

(applicable to all Sections)

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.

If **You** or **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

### 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, including **Additional Rebuilding Expenses** (this is not the market value)
- for the **Contents**:  
the current costs at new.
- for **Jewellery and Watches, Art and Antiques, Gold and Silver**  
the current market value.

The maximum amount that **We** will pay in the event of a claim is the **Sum Insured** so it is very important that **You** insure **Your** property for the full amount of its value.

### 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;
- structural alteration to **Your Home**;
- 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** are to have any building works to **Your Home**, including works involving the use or process of heat, where the cost of such building works is in excess of £50,000 and/or where **You** have entered into a contract which removes or limits **Your** legal rights against the contractor.
- if **You** make any changes that will downgrade the security of 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** or **Agent**.

## General Conditions (continued)

### 3. Taking care of Your Property

**You** and **Your Family** must take all reasonable precautions to avoid injury, loss or damage and take all reasonable 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 this Policy within 14 days of receipt of the Policy documents (new business) or the renewal date (the Cancellation Period) by writing to **Your Broker or Agent** 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.

#### ***Cancellation Outside the Statutory Period***

**You** may cancel this Policy at any time by providing written notice to **Your Broker or Agent**.

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**.



## General Conditions (continued)

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.

### Our Right of Cancellation

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

- a) non-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** or **Agent's** staff; or
- f) non-payment of premium.

In the event **We** (or **Your Broker** or **Agent**) 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 "9 Misrepresentation" below 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. 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 Short hold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside England and Wales directly between the landlord and tenant (unless it is a short period holiday let).

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

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

## General Conditions (continued)

### 9. 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 all Sections)

## 1. Radioactive Contamination and Nuclear Assemblies Exclusion

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
- b) 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.

## 2. War Exclusion

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.

## 3. Date Change Clause

Any equipment, integrated circuit, computer chip, computer software or any other computer related equipment which fails to recognise correctly any date change.

## 4. Computer Failure Clause

Loss or damage to any equipment, integrated circuit, computer chip, and computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.

## 5. Sonic Bangs

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

## 6. Reduction in Value

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

## 7. Confiscation

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

- a) Customs, police or officials
- b) Order of any court of law
- c) Any statutory or regulatory authority

## General Exclusions (continued)

### 8. Terrorism

- 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;
- Any legal liability of whatsoever nature;
- 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:

- **Act of Terrorism**

### 9. Corrupt Data

Any loss, destruction or damage to property, any expenses, legal liability or **Bodily Injury** directly or indirectly caused by or contributed to, by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **Electronic Equipment**, whether belonging to **You** or not, caused by the malicious introduction of any unauthorized, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.

### 10. Building Works

Any loss or damage arising from building works to **Your Home**, including works involving the use or process of heat, where the cost of such building works is in excess of £50,000 and/or where **You** have entered into a contract which removes or limits **Your** legal rights against the contractor (unless this has been agreed with **Us**).

### 11. 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.

### 12. 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**.

### 13. 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**.

### 14. 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**.

# Claims Conditions

(applicable to all Sections)

**You** and **Your Family** must comply with the following claims conditions to have 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** or **Agent**.
- 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 Holywood Road, Belfast , BT4 1NU  
Telephone: 0330 123 5748. Fax: 028 9182 6595 or **Your Broker** or **Agent**

### 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.

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 or plans and deeds of **Your** property.

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.

## 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.

### 2. Other insurance

**We** will only pay **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 1 Cover 7) or any liability that is covered under a more specific policy (Section 3 Exclusion 1).

### 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.

#### THEN

- **We** may prosecute fraudulent claimants;
- **We** may make the Policy void 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

## Financial Services Compensation Scheme (FSCS)

Midas Underwriting Limited and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## 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.

## English Law

**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.

## Data Protection 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](http://www.axa.co.uk/privacy-policy) or contact **Our** Data Protection Officer at:

AXA UK plc, 5 Old Broad Street, London, EC2N 1AD.

## Midas Underwriting Limited

Please visit **Our** website [www.midasuw.com/privacy-policy](http://www.midasuw.com/privacy-policy) or contact **Our** Data Protection Officer at:

Midas Underwriting Limited, Quay Point, Lakeside Blvd, Doncaster DN4 SPL or email us via [compliance@midasuw.com](mailto:compliance@midasuw.com).

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









MIDAS

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Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.  
Registration No. 4040230. Authorised by the Financial Conduct Authority.