



**MIDAS**

**Jewel Home  
Insurance**

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Policy Wording

# Index

|   |    |
|---|----|
| Index   | 1  |
| Introduction                                      | 2  |
| Definitions                                       | 3  |
| Helplines   | 6  |
| Complaints  | 7  |
| Section One - Buildings                           | 9  |
| Section Two - Contents                            | 17 |
| Section Three - Accidents to Domestic Staff       | 26 |
| Section Four - Legal Liability to the Public      | 27 |
| Section Five - Valuables and Personal Possessions | 30 |
| Section Six - Domestic Freezer cover              | 33 |
| Section Seven - Pedal Cycle cover                 | 34 |
| General Conditions                                | 35 |
| General Exclusions                                | 38 |
| Claims Conditions                                 | 40 |
| Notice to the Insured                             | 42 |

# Introduction

**Thank you for choosing Midas Jewel.**

**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 Ageas Insurance Limited.

**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.

## Main Business of Insurer Statement

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk), which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768.

# 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 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 the **Home**.

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

**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
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- property in the open but within the **Premises** up to £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 £30,000 or 50% of the sum insured for **Contents**, whichever is the lesser within the private dwelling (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 up to £500 for any one cycle
- domestic oil in fixed fuel oil tanks up to £1,000

**Contents** does NOT include:

- motor vehicles (other than domestic garden machinery, pedestrian controlled models or toys, motorised pedal cycles and mobility scooters), caravans, trailers or watercraft, or aircraft or their accessories
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- any part of the **Buildings**

## Definitions (continued)

- 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**.

**Deposit** - the amount of money paid by the **Tenant(s)** as a bond at the start of the tenancy agreement.

**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.

**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**. 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.

**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.

**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, guns, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to **You**. **Personal Possessions** does NOT include:

- **Money** and **Credit Cards**
- pedal cycles or motorised pedal cycles.

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

## Definitions (continued)

**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 insurance and contains details of **Your Premises**, the sums insured, the **Period of Insurance** and the sections of this insurance 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

**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**.

**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:

- Jewellery
- Furs
- gold, silver, gold and silver plated articles and other precious metals
- pictures, paintings and other works of art.

**We / Us / Our** - Midas Underwriting Limited on behalf of Ageas Insurance Limited.

**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 or Agent** - The adviser 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 0345 600 7856 (24 hours 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 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 Ageas Insurance Limited 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 insurance agent.

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](mailto: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](http://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](mailto: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](mailto: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 small businesses with an annual turnover of less than €2 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](mailto: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   |
|---|---|
| <p>This insurance covers the <b>Buildings</b> for loss or damage directly caused by:</p>  | <p><b>We will not pay:</b></p>  |
| <p>1. fire and resultant smoke damage, lightning, explosion or earthquake.</p>            | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br/>           b) for loss or damage due to a gradually operating cause</p>  |
| <p>2. aircraft and other flying devices or items dropped from them.</p>                   | <p>the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p>   |
| <p>3. <b>Storm, Flood</b> or weight of snow.</p>  | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br/>           b) for loss or damage caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under number 9 of Section One<br/>           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<br/>           d) loss or damage caused by frost<br/>           e) loss or damage caused by rising ground water levels</p>   |
| <p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes.</p> | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br/>           b) for loss or damage caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under number 9 of Section One<br/>           c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools<br/>           d) for loss or damage whilst the <b>Home</b> is <b>Unfurnished</b><br/>           e) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless <b>You</b> have chosen <b>Accidental Damage</b> cover)<br/>           f) loss or damage caused by the failure or lack of grout and/or sealant.</p> |

## Section One Buildings (continued)

| What is Covered   | What is not Covered   |
|---|---|
| This insurance covers the <b>Buildings</b> for loss or damage directly caused by:   | <b>We will not pay:</b>   |
| 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"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage due to wear and tear or any gradually operating cause</li> <li>c) for loss or damage caused by faulty workmanship</li> <li>d) for loss or damage while the <b>Home</b> is <b>Unfurnished</b></li> </ul> |
| 6. theft or attempted theft   | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage while the <b>Home</b> is <b>Unfurnished</b></li> <li>c) for loss or damage while the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry</li> </ul>      |
| 7. collision by any vehicle or animal   | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for damage caused by domestic pets</li> </ul>  |
| 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously                            | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for any amounts that are recoverable by <b>You</b> from the <b>Tenant(s) Deposit</b></li> </ul>  |

## Section One Buildings (continued)

| What is Covered   | What is not Covered   |
|---|---|
| This insurance covers the <b>Buildings</b> for loss or damage directly caused by:                                   | <b>We will not pay:</b>   |
| 9. <b>Subsidence</b> or <b>Heave</b> of the site upon which the <b>Buildings</b> stand or <b>Landslip</b>           | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>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 <b>Home</b> is also affected at the same time by the same event</li> <li>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</li> <li>d) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>e) for loss or damage caused by coastal or riverbank erosion</li> <li>f) for loss or damage due to normal <b>Settlement</b>, shrinkage or expansion</li> <li>g) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>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 <b>Buildings</b></li> <li>i) any claim for which compensation has been provided or would have been provided but for the existence of this <b>Policy</b>, under any contract, legislation or guarantee</li> </ul> |
| 10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage to radio and television aerials, satellite dishes, and their fittings and masts</li> </ul>  |
| 11. falling trees, telegraph poles or lamp-posts  | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage caused by trees being cut down or cut back within the <b>Premises</b></li> <li>c) for loss or damage to gates and fences</li> </ul>   |

## Section One Buildings (continued)

| What is Covered  | What is not Covered  |
|--|--|
| <p>This Section of the insurance also covers</p> <p>A. The cost of repairing <b>Accidental Damage</b> to:</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>Sanitary Ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>Buildings</b></p>  | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) for loss or damage while the <b>Home</b> is <b>Unfurnished</b></p>  |
| <p>B. The cost of repairing <b>Accidental Damage</b> to:</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers drains' and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>servicing the <b>Home</b> and for which <b>You</b> are responsible.</p>   | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) for loss or damage due to wear and tear or any gradually operating cause</p>  |
| <p>C.</p> <ul style="list-style-type: none"> <li>• loss of rent due to <b>You</b> which <b>You</b> are unable to recover</li> <li>• additional costs of alternative accommodation, substantially the same as <b>Your</b> existing accommodation, which <b>You</b> have to pay for</li> </ul> <p>while the <b>Buildings</b> cannot be lived in following loss or damage that is covered under Section One</p>   | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) any amount over 20% of the sum insured for the <b>Buildings</b> damaged or destroyed</p>  |
| <p>D. expenses <b>You</b> will have to pay and which <b>We</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects, surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>Building</b></li> <li>• costs <b>You</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>Buildings</b> which are covered under Section One</p> | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> 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 <b>You</b> before the loss or damage</p> |
| <p>E. increased metered water charges <b>You</b> 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 <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) more than £750 in any <b>Period of Insurance</b>. If <b>You</b> claim for such loss under Sections One and Two, <b>We</b> will not pay more than £750 in total</p>                              |

## Section One Buildings (continued)

| What is Covered   | What is not Covered  |
|---|--|
| F. anyone buying the <b>Home</b> who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is the sooner                                  | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) if the <b>Buildings</b> are insured under any other insurance  |
| G. the cost of tracing 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 | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) any amount over £5000  |
| H. any loss or damage caused by the emergency services gaining access to the <b>Premises</b> in the course of their duty to safeguard life or property                                |  |
| I. any loss or damage to plants, trees, bushes and shrubs at the <b>Premises</b> as a result of the insurance provided by causes 1 to 11 of Section One.                              | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) more than £1,000 in any <b>Period of Insurance</b><br>c) any loss or damage arising from <b>Storm, Flood</b> or weight of snow |

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

## Section One – Buildings (continued)

### Conditions that apply to Section One (Buildings) only

#### 1. Properties left Unoccupied for more than 30 consecutive days

It is a condition precedent to liability that unless already agreed by **Us**, if the **Premises** have not been occupied by **You** or **Your** family or **Tenant** (if the **Premises** has been insured as let) in the last 30 days the following conditions and exclusions will apply:

a) **You** must:

- I. maintain the security precautions at the **Home** in good working order at all times and
- II. advise **Us** before any changes to the security at the **Home** are made and
- III. put all the security precautions into operation whenever the **Home** is left unattended;

b) **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

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

d) during the period from 1st November to 1st April **We** will not pay a claim under Section One **Buildings** for escape of water and/or escape of oil unless

I. central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) 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 **Home**.

If **You** fail to tell **Us** within 90 days of the property 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.

#### 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.

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.

### 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 is enough to rebuild **Your** property should the **Home** be completely destroyed.

**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 <b>Contents</b> for loss or damage directly caused by   | <b>We will not pay</b>  |
| 1. fire and resultant smoke damage, lightning, explosion or earthquake  | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) loss or damage due to gradually operating cause</li> </ul>   |
| 2. aircraft and other flying devices or items dropped from them   | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> </ul>   |
| 3. <b>Storm, Flood</b> or weight of snow  | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for property in the open</li> <li>c) loss or damage cause by frost</li> <li>d) loss or damage caused by rising ground water levels</li> </ul>  |
| 4. escape of water from and frost damage to fixed water tanks, apparatus or pipes   | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>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 <b>You</b> have chosen <b>Accidental Damage</b> cover)</li> <li>c) loss or damage caused by the failure or lack of grout and/or sealant</li> </ul> |
| 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"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage due to wear and tear or any gradually operating cause</li> <li>c) for loss or damage caused by faulty workmanship</li> </ul>  |
| 6. theft or attempted   | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage whilst the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry</li> <li>c) any amount over £5,000 for <b>Contents</b>, within detached domestic outbuildings and garages</li> </ul>                                      |
| 7. collision by any vehicle or animal   | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) loss or damage caused by domestic pets</li> </ul>  |

## Section Two - Contents (continued)

| What is Covered  | What is not Covered  |
|--|--|
| This insurance covers the <b>Contents</b> for loss or damage directly caused by  | <b>We</b> will not pay   |
| 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) for any amounts that are recoverable by <b>You</b> from the <b>Tenants' Deposit</b>  |
| 9. <b>Subsidence</b> or <b>Heave</b> of the site upon which the <b>Building</b> stand or <b>Landslip</b>                 | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>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<br>c) for loss or damage arising from faulty design, specification, workmanship or materials<br>d) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions<br>e) for loss or damage by coastal or river bank erosion<br>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 <b>Buildings</b><br>g) any claim for which compensation has been provided, or would have been provided but for the existence of this <b>Policy</b> under any contract, legislation or guarantee |
| 10. falling trees, telegraph poles or lamp-posts   | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) for loss or damage caused by trees being cut down or cut back within the <b>Premises</b>   |

## Section Two - Contents (continued)

| What is Covered   | What is not Covered  |
|---|--|
| <p>This Section also covers</p> <p>A) <b>Accidental Damage</b> to</p> <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio and video equipment</li> <li>• radios</li> <li>• home computers</li> <li>• video cassette recorders</li> </ul> <p>all situated within the <b>Home</b></p>   | <p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</li> <li>c) for loss or damage to tapes, records, cassettes, discs or computer software</li> <li>d) for mechanical or electrical faults or breakdown</li> <li>e) for loss or damage by insects, parasites, vermin or domestic pets</li> <li>f) for damage to items designated and intended to be portable or to hand held computer equipment and games</li> </ul> |
| <p>B) accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass, double glazing and <b>Sanitary Ware</b> forming part of the <b>Buildings</b> which <b>You</b> are legally responsible for as a <b>Tenant</b> and do not have other insurance for:</li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul> | <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>b) for the cost of repairing, removing or replacing frames</li> </ul>  |

## Section Two - Contents (continued)

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

## Section Two - Contents (continued)

| What is Covered  | What is not Covered  |
|--|--|
| <p>This Section also covers</p> <p>F) <b>Your</b> legal responsibility as a <b>Tenant</b> for loss or damage to the <b>Buildings</b> caused by loss or damage which is covered under Section Two</p>   | <p><b>We</b> will not pay</p> <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) any amount over 10% of the sum insured under Section Two for the <b>Contents</b> of the <b>Building</b> damaged or destroyed</p> <p>c) for loss or damage caused by fire, lightning or explosion to the <b>Buildings</b> other than to the landlord's fixtures or fittings</p> <p>d) for loss or damage arising from <b>Subsidence, Heave</b> or <b>Landslip</b></p> <p>e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>f) for loss or damage while the <b>Home</b> is <b>Unfurnished</b></p> <p>g) for loss or damage to gates, hedges and fences</p> |
| <p>G) the cost of repairing <b>Accidental Damage</b> to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers' drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>You</b> are legally responsible for as <b>Tenant</b> only</p> | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) for loss or damage due to wear and tear or any gradually operating cause</p>  |
| <p>H) fatal injury to <b>You</b>, happening at the <b>Premises</b> shown in the <b>Schedule</b>, 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:<br/>£5,000 for each Insured</p>   |  |
| <p>I) costs <b>You</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>Home</b> following theft or loss of <b>Your</b> keys</p>   | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) any amount over £500 in total</p>   |
| <p>J) increased metered water charges <b>You</b> 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 <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) more than £750 in any <b>Period of Insurance</b>.</p> <p>If <b>You</b> claim for such loss under Sections One and Two, <b>We</b> will not pay more than £750 in total</p>   |

## Section Two - Contents (continued)

| What is Covered  | What is not Covered  |
|--|--|
| This Section also covers   | <b>We will not pay</b>   |
| K) during the period of thirty days before and thirty days after of a celebration or religious festival that <b>You</b> celebrate the <b>Contents</b> 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) | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim  |
| L) loss or damage to visitors <b>Personal Possessions</b> by causes 1 to 10 whilst they may be contained within the <b>Home</b>  | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) for loss or damage specifically excluded under the <b>Contents</b> section<br>c) more than £500 for each visitor for any one claim                         |
| M) loss or damage to <b>Domestic Staff's Personal Possessions</b> by causes 1 to 10 whilst they may be contained within the <b>Home</b>  | a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim<br>b) for loss or damage specifically excluded under the <b>Contents</b> section<br>c) more than £500 for each member of <b>Domestic Staff</b> for any one claim |

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



## Section Two - Contents (continued)

### Conditions that apply to Section Two (Contents) only

#### 1. Properties left Unoccupied for more than 30 consecutive days

It is a condition precedent to liability that unless already agreed by **Us**, if the **Premises** have not been occupied by **You** or **Your** family or **Tenant** (if the **Premises** has been insured as let) in the last 30 days the following conditions and exclusions will apply:

a) **You** must:

- i. maintain the security precautions at the **Home** in good working order at all times and
- ii. advise **Us** before any changes to the security at the **Home** are made and
- iii. put all the security precautions into operation whenever the **Home** is left unattended.

b) **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

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

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

e) during the period from 1st November to 1st April **We** will not pay a claim under Section Two **Contents** for Escape of water and/or Escape of oil unless:

- i. central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) 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 **Home**.

If **You** fail to tell **Us** within 90 days of the property 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.

#### 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 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 **Your** claim will be affected.

## 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 motorised 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.

### 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.

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

### 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><b>We will indemnify You</b></p> <p>(i) as owner or occupier for any amounts <b>You</b> become legally liable to pay as damages in respect of accidental</p> <ul style="list-style-type: none"> <li>• <b>Bodily Injury</b></li> <li>• damage to property happening at the <b>Premises</b> during the <b>Period of Insurance</b></li> </ul> <p>OR</p> <p>(ii) as a private individual for any amounts <b>You</b> become legally liable to pay as damages in respect of accidental</p> <ul style="list-style-type: none"> <li>• <b>Bodily Injury</b></li> <li>• damage to property happening anywhere in the world during the <b>Period of Insurance</b></li> </ul> | <p><b>We will not indemnify You for any liability</b></p> <p>a) for <b>Bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>You</b></li> <li>• any other permanent member of the <b>Home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>Your</b> service</li> </ul> <p>b) for <b>Bodily Injury</b> 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"> <li>• <b>You</b></li> <li>• any other permanent member of the <b>Home</b></li> <li>• any person engaged in <b>Your</b> service</li> </ul> <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 <b>Period of Insurance</b></p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which <b>You</b> 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><b>We will indemnify You</b></p> | <p><b>We will not indemnify You for any liability</b></p> <p>g) arising out of <b>Your</b> ownership, possession or use of:</p> <p>i) any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>Premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> <li>• motorised pedal cycles</li> </ul> <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, horses, 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"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>Period of Insurance</b> at the <b>Premises</b> named in the <b>Schedule</b>; and</li> <li>• reported to <b>Us</b> not later than 30 days from the end of the <b>Period of Insurance</b>;</li> </ul> <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 <b>Your</b> ownership, occupation possession or use of any land or building that is not within the <b>Premises</b></p> <p>j) if <b>You</b> 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><b>We will indemnify You</b></p>  | <p><b>We will not indemnify You for any liability</b></p>   |
| <p><b>PART B</b></p> <p>for sums which <b>You</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li>• Part A(ii) of this section would have indemnified <b>You</b> had the award been made against <b>You</b> rather than to <b>You</b></li> <li>• there is no appeal pending</li> <li>• <b>You</b> agree to allow <b>Us</b> to enforce any right which <b>We</b> shall become entitled to upon making payment</li> </ul> <p><b>PART C</b></p> <p><b>We will pay You for</b></p> <p>any amount that <b>You</b> or <b>Your</b> family become legally liable to pay as compensation (including claimant's costs and expenses) arising from <b>Your</b> ownership (but not occupation) of the <b>Premises</b> which causes accidental death, <b>Bodily Injury</b> or illness to any person or damage to property. This includes cover for defective work carried out by <b>You</b> or <b>Your</b> family or on <b>Your</b> behalf to any private residence within the <b>United Kingdom</b>, the Isle of Man or the Channel Islands disposed of by <b>You</b> or <b>Your</b> family before the occurrence of <b>Bodily Injury</b> or damage in connection with such private residence</p> | <ul style="list-style-type: none"> <li>• for any liability if <b>You</b> are entitled to indemnify under any other insurance</li> <li>• for the cost of repairing any fault or alleged fault</li> </ul> |
| <p><b>LIMIT OF INSURANCE</b></p> <p><b>We will not pay for</b></p> <ul style="list-style-type: none"> <li>• in respect of pollution and/or contamination: - more than £2,000,000 in all</li> <li>• in respect of any other liability covered under Section Four: -</li> </ul> <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><b>Valuables</b> and <b>Personal Possessions</b> listed in the <b>Schedule</b> (or specification(s) attached) against physical loss or damage anywhere in the <b>United Kingdom, Europe</b> and up to 60 days World-wide in any <b>Period of Insurance</b></p> | <p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</li> <li>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</li> <li>c) for damage from electrical or mechanical faults or breakdown</li> <li>d) any amount over £1,500 for any one item (including articles forming a pair or set) unless stated otherwise in the <b>Schedule</b> or the specification(s) attached to the <b>Schedule</b></li> <li>e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>f) for damage to guns caused by rusting or bursting of barrels</li> <li>g) for breakage of any sports equipment whilst in use</li> <li>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 <b>Schedule</b></li> <li>i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>Your</b> personal supervision</li> <li>j) computer equipment unless otherwise stated in the specification(s) attached to the <b>Schedule</b></li> <li>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</li> <li>l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>Your</b> absence from such rooms</li> </ul> |

## Section Five - Valuables and Personal Possessions (continued)

| What is Covered       | What is not Covered   |
|-----------------------|---|
| This insurance covers | <p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>m) for loss or damage to motor vehicles including motorcycles, children's motorcycles, children's motorcars, quad bikes, children's quad bikes, pedal cycles, caravans, aircraft, watercraft, sailboards or surfboards</li> <li>n) articles used for business or professional purposes unless stated otherwise in the <b>Schedule</b></li> <li>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 <b>You</b> are claiming e.g. costs incurred in preparing the claim or loss of earnings</li> <li>p) for loss or damage to documents lottery and raffle tickets</li> <li>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> <li>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> <li>s) for loss or damage to property more specifically insured by any other policy</li> </ul> |

### Conditions that apply to Section Five

#### (VALUABLES AND PERSONAL POSSESSIONS ONLY)

##### 1. Precious Stones (Regular maintenance of settings)

The setting of the stones in any item of jewellery exceeding the value of £7500 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, such items of jewellery 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 **Your** claim will be affected.



# 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.

### YOUR SUM INSURED

3. 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). If **You** make a claim and the sum insured shown on **Your Schedule** is not enough, the amount **We** pay may be reduced. However, if **Personal Possessions** are lost or damaged away from the **Home** **We** will not take account of the value of **Personal Possessions** in the **Home** at the time of such loss or damage.

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

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

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

### LIMIT OF INSURANCE

**We will not pay** more than £750 as shown 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  | <b>We will not pay</b>   |
| <p>The cost of replacing <b>Your</b> pedal cycles and motorised pedal cycles following:</p> <ul style="list-style-type: none"> <li>• theft or attempted theft</li> <li>• <b>Accidental Damage</b></li> </ul> <p>anywhere in the <b>United Kingdom and Europe</b></p> | <p>a) the <b>Excess</b> as shown on <b>Your Schedule</b> for every claim</p> <p>b) for loss or damage to:</p> <ul style="list-style-type: none"> <li>• tyres</li> <li>• lamps</li> <li>• accessories</li> </ul> <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 faults 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> |

### 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**.

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 (This is not the market value)

for the **Contents**:

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:

- 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

**We** will then advise **You** of any change in terms.

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

### 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.

## General Conditions (continued)

### 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**.

### 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 **Us** to cancel **Your Policy** during the Cancellation Period.

There is no refund of premium in the event of a total loss claim. However, in all other cases **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss 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 **Your Policy** at any time by providing instruction to cancel 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**.

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** 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. Valid reasons include, but are not limited to:

- 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 "10 Misrepresentation" for details.

## General Conditions (continued)

### 6. Non-payment of premiums

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

### 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.

### 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

## a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

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

## b) War Exclusion

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

## c) Date Change Clause

We will not pay for any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment which fails to recognise correctly any date change.

## d) Computer failure clause

We will not pay for 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.

## e) 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.

## f) Reduction in Value

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

## g) 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**.

## h) 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

## **General Exclusions** (continued)

### **i) 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.

### **j) 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.



# Claims Conditions

applicable to the whole of this insurance

**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 steps to recover missing property
- take all steps to prevent further damage

### 3. Claims Process

Contact Midas Underwriting Limited First Floor, Elizabeth House,  
116-118 Holywood Road,  
Belfast, BT4 1 NU  
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** fail to comply with any of the above duties this insurance may invalidate any claim.

### 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.

#### 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 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.

#### 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.

## English Law

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

## Privacy Notice

In this Notice references to **We**, **Us** and **Our** refer to Ageas Insurance Limited and Midas Underwriting Limited on Behalf of Ageas Insurance Limited. Ageas Insurance Limited are part of the Ageas group of companies. The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. For **Our** full Privacy Policies:

### Ageas Insurance Limited

Please visit **Our** website [www.ageas.co.uk](http://www.ageas.co.uk) or contact **Our** Data Protection Office at either:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, 5053 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

### 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 5PL or email **Us** via [compliance@midasuw.com](mailto:compliance@midasuw.com).

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

## Collecting your information

**We** collect a variety of personal information about **You** including **Your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **Your** health.

**We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason **We** collect **Your** personal information and/ or special categories of personal information is because **We** need it to provide **You** with the appropriate insurance quotation, policy and price as well as manage **Your Policy** such as handling a claim or issuing documentation to **You**. **Our** assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance.

**We** will also use **Your** information where **We** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **You**); collecting information regarding **Your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **You** have given **Us** information about someone else, **You** would have confirmed that **You** have their permission to do so.

## **Sharing your information**

**We** share **Your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **Us** or on **Our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **We** are trialling their products and services which **We** think may improve **Our** service to **You** or **Our** business processes.

Unless required to by law, **We** would never share **Your** personal data without the appropriate care and necessary safeguards being in place.

## **Keeping your information**

**We** will only keep **Your** information for as long as is necessary in providing **Our** products and services to **You** and/or to fulfil **Our** legal and regulatory obligations. Please refer to **Our** full Privacy Policy for more information.

## **Use and storage of your information overseas**

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **Your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **We** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **Your** information.

## **Your rights**

**You** have a number of rights in relation to the information **We** hold about **You**, these rights include but are not limited to: the right to a copy of **Your** personal information **We** hold; object to the use of **Your** personal information; withdraw any permission **You** have previously provided and complain to the Information Commissioner's Office at any time if **You** are not satisfied with **Our** use of **Your** information. For a full list of **Your** rights please refer to the full Privacy Policy.

Please note that there are times when **We** will not be able to delete **Your** information. This may be as a result of fulfilling **Our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **We** have to keep **Your** information. If **We** are unable to fulfil a request, **We** will always let **You** know **Our** reasons.

## **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](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 4100.





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