

LLOYD'S



Home Insurance Policy

(HIP 2015)

HIP(2015) (For use on Consumer Insurance Contracts) LSW1860 14 January 2015

The insurance contract

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

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

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Definitions

Wherever the following words appear in bold in this insurance they will have the meanings shown below.

Accidental Damage Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bank cards Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Bodily injury Physical injury including accidental death, disease or illness

Buildings

- the **home** and its decorations
- fixtures and fittings attached to the **home**
- **swimming pools**, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **you** own or for which **you** are legally liable and within the **premises** named in the **schedule**.

Contents Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.

Contents includes:

- tenant's fixtures and fittings
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- **contents** outside the **home** but within the **premises** up to GBP250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** and **bank cards** up to GBP300 in total
- deeds and registered bonds and other personal documents up to GBP1,500 in total
- stamps or coins forming part of a collection up to GBP1,250 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to GBP2,500 or 10% of the amount insured for **contents** whichever is less, within the private dwelling
- domestic oil in fixed fuel oil tanks up to GBP1,000

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.

Endorsement	A change in the terms and conditions of this insurance agreed by you and us . Endorsements which apply to your insurance (if any) will be shown in the Schedule and detailed at the end of this document.
Excess	The amount you will have to pay towards each separate claim.
Family	Members of your family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. ' Family ' does not include lodgers, tenants or domestic staff.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises .
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none"> • 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 • travel cards and travel tickets • luncheon vouchers and gift vouchers <p>all held for private or domestic purposes.</p>
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule .
Personal possessions	Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to you . Personal possessions does NOT include: <ul style="list-style-type: none"> • money and bank cards(these are only covered in the home under contents insurance, unless you have chosen money and bank card cover under section 8). • pedal cycles.
Premises	The address which is shown in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The document showing your name, the premises , the amounts insured, the period of insurance and the sections of this contract of insurance which apply.
Settlement	Downward movement as a result of the ground being compressed by the weight of the buildings .
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building.

Swimming pools	Swimming pools which are permanently installed.
Unattended	Where you are not in a position to observe your vehicle or in a position to prevent or deter an attempt by any person to interfere with your vehicle or property
Unfurnished	The home is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for living
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied	The home has not been lived in for 30 days in a row by you or a person you have authorised . Visits to check on your home do not constitute it being lived in
Valuables	<ul style="list-style-type: none"> • jewellery • furs • gold, silver, gold and silver plated articles • pictures <p>all of which belong to you.</p>
We / us / our	The Underwriters at Lloyd's who have a share in this contract of insurance.
You / your / yours/ insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
Your broker	The insurance broker or intermediary who arranged this contract of insurance on your behalf.

Important information

This document, the **schedule** and any **endorsement(s)** attached form **your** insurance. This document sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

This insurance relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage sections **you** have requested (see the “Information you have given us” section below);
- **you** notify **us** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the “Notifying us of any changes or inaccuracies” section on page 5);
- **you** take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with the “Things **you** must do” in the event of a claim (see page 30), **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section on page 5.

We or **your** insurance **broker** will write to **you** if **we**:

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

Notifying us of any changes or inaccuracies

You must notify **your broker**:

- without delay if **you** become aware that information **you** have given us is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;
- at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the **buildings**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or planned structural works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Cancelling this insurance

If you wish to cancel this policy

You can cancel this insurance at anytime by writing to your broker.

If you find this policy does not meet your requirements, you may cancel this policy within the first 14 days of you buying this insurance or within 14 days of when you receive the policy documents whichever is later. We will provide a full refund of the premium paid if you have not made a claim on this policy. If you have made a claim we can decide not to refund any premium.

If you wish to cancel after this period, you may cancel this policy by giving your broker 30 days' notice in writing. Any return premium due to you will be calculated on a proportional basis depending on how long this policy has been in force. We can decide not to refund any premium if you have made a claim on this policy.

If we wish to cancel this policy

We can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium. Where your Broker has been unable to collect a premium payment. In this case they will contact you in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. Your policy will be cancelled if payment is not received by the end of the cancellation notice period.
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

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

Section one

Buildings

What is covered under this section	What is not covered under this section
This insurance covers the buildings for loss or damage directly caused by:	We will not pay:
1. fire, lightning, explosion or earthquake	the first GBP50 of every claim
2. aircraft and other flying devices or items dropped from them	the first GBP50 of every claim
3. i) storm ii) flood iii) weight of snow	(a) the first GBP50 of every claim (b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
4. i) escape of water from fixed water tanks, apparatus or pipes ii) frost to fixed water tanks, apparatus or pipes	(a) the first GBP50 of every claim (b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one (c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools (d) for loss or damage while the home is unfurnished for day to day living, or unoccupied for more than thirty (30) consecutive days.
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	(a) the first GBP50 of every claim (b) for loss or damage while the home is unfurnished for day to day living, or unoccupied for more than thirty (30) consecutive days.
6. theft or attempted theft	(a) the first GBP50 of every claim (b) for loss or damage while the home is unfurnished for day to day living, or unoccupied for more than thirty (30) consecutive days. (c) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry

Section one

Buildings (continued)

What is covered under this section	What is not covered under this section
This insurance covers the buildings for loss or damage directly caused by:	We will not pay:
7. collision by any vehicle or animal	the first GBP50 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage while the home is unfurnished for day to day living, or unoccupied for more than thirty (30) consecutive days. (b) the first GBP50 of every claim
9. subsidence or heave of the site upon which the buildings stand or landslip	(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also damaged at the same time by the same event (b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event (c) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship (d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law (e) for loss or damage caused by coastal or river bank erosion (f) for loss or damage whilst the buildings are undergoing any structural repairs, structural alterations, extensions or demolition (g) for loss or damage caused by normal settlement and / or any general deterioration of the building (h) loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the buildings (i) the first GBP1,000 of every claim.
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	(a) the first GBP50 of every claim (b) for loss or damage to the actual radio and television aerials, satellite dishes, their fittings and masts

Section one

Buildings (continued)

What is covered under this section	What is not covered under this section
This insurance covers the buildings for loss or damage directly caused by:	We will not pay:
11. falling trees, telegraph and other utility poles or lamp-posts	(a) the first GBP50 of every claim (b) for loss or damage caused by trees being cut down or cut back within the premises (c) for loss or damage to gates and fences
This section of the insurance also covers:	We will not pay:
A. the cost of repair or replacement following accidental damage to: <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs all forming part of the buildings	(a) the first GBP50 of every claim (b) for damage while the buildings are unfurnished for day to day living, or unoccupied for more than thirty (30) consecutive days.
B. the cost of repairing accidental damage to: <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables for which you are legally liable	the first GBP50 of every claim
C. <ul style="list-style-type: none"> • loss of rent due to you which you are unable to recover • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one	any amount over 10% of the amount insured for the buildings damaged or destroyed

Section one

Buildings (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers:	We will not pay:
<p>D. expenses you have to pay and which we have agreed in writing in advance for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under this section (section one)</p>	<p>(a) any expenses for preparing a claim under this or any other insurance or an estimate of loss or damage</p> <p>(b) any costs if Government or local authority requirements have been served on you before the loss or damage occurred</p>
<p>E. increased domestic metered water charges you have to pay following an escape of water which gives rise to a claim accepted by us under number 4 of section one</p>	<p>more than GBP750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than GBP750 in total</p>
<p>F. anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>G. the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the buildings which is covered under section one</p>	<p>more than GBP2,500 in any period of insurance.</p>

Accidental damage to the buildings

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

What is covered under this section	What is not covered under this section
This extension covers:	We will not pay:
accidental damage to the buildings	<ul style="list-style-type: none"> (a) the first GBP100 of every claim (b) for damage or any proportion of damage which we specifically exclude elsewhere under section one (c) for the buildings moving, settling, shrinking, collapsing or cracking (d) for damage while the home is being altered, or extended (e) for damage to outbuildings and garages which are not of standard construction (f) for damage while the home is lent, let or sublet (g) for the cost of general maintenance (h) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost (i) for damage caused by faulty or unsuitable materials, or design or poor workmanship (j) for damage from mechanical or electrical faults or breakdown (k) for damage caused by dryness, dampness, extremes of temperature or exposure to light (l) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fuel tanks (m) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Conditions that apply to section one (**buildings**) only

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage; and
 - the amount insured is enough to pay for the full cost of rebuilding the **buildings** in their present form; and
 - the damage is repaired.

If the **buildings** were not in a good state of repair prior to the loss **we** may deduct an amount from **your** claim to reflect the difference in the value of the **buildings** in a good state of repair and the value of the **buildings** in disrepair.

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 amount insured

3. **We** will not reduce the amount 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.
4. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** amount insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** amount insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the amount insured for each **premises** shown in the **schedule**.

Section two

Contents

What is covered under this section	What is not covered under this section
This insurance covers the contents for loss or damage directly caused by:	We will not pay:
1. fire, lightning, explosion or earthquake	
2. aircraft or other flying devices or items dropped from them	
3. i) storm ii) flood iii) weight of snow	for contents outside the home
4. escape of water from fixed water tanks, apparatus or pipes	
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. theft or attempted theft	(a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry (b) any amount over GBP500 or 3% of the amount insured for contents whichever is greater, within detached domestic outbuildings and garages
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	

Section two

Contents (Continued)

What is covered under this section	What is not covered under this section
This insurance covers the contents for loss or damage directly caused by:	We will not pay:
9. subsidence or heave of the site upon which the buildings stand or landslip	(a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event (b) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship (c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law (d) for loss or damage whilst the buildings are undergoing any structural repairs, structural alterations, extensions or demolition (e) for loss or damage caused by coastal or river bank erosion
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises

Section two

Contents (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers	We will not pay
<p>A. accidental damage to televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment all situated within the home</p>	<p>(a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling the item</p> <p>(b) for damage to removable data storage media, including tapes, records, cassettes, discs, memory cards and sticks, computer and console games or computer software</p> <p>(c) for mechanical or electrical faults or breakdown</p>
<p>B. accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • glass/ceramic hobs 	for the cost of repairing, removing or replacing frames

<p>C. the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any storage facility • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or storage facility</p>	<p>(a) for contents outside the United Kingdom</p> <p>(b) for money or bank cards</p> <p>(c) any amount over 20% of the amount insured under section two for contents in a storage facility</p>
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Section two

Contents (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers:	We will not pay:
D. up to twelve (12) months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under this section (section two)	any amount over 10% of the amount insured under section two for the contents of the buildings damaged or destroyed
E. costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under this section (section two)	any amount over 10% of the amount insured under section two for the contents of the buildings damaged or destroyed
F. If you are a tenant, your legal responsibility for loss or damage to the buildings caused by one of the causes listed under 1 to 9 of this section (section two).	(a) the first GBP50 of every claim (b) any amount over 10% of the amount insured under section two for the contents of the buildings damaged or destroyed (c) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings (d) for loss or damage arising from subsidence, heave or landslip (e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (f) for loss or damage while the buildings are unfurnished for day to day living, or unoccupied for more than thirty (30) consecutive days.
G. the cost of repairing accidental damage to <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which you are legally liable for as tenant only	the first GBP50 of every claim

Section two

Contents (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers	We will not pay
H. fatal injury to you , happening at the premises , caused by physical violence by intruders or by fire, provided that death ensues within twelve (12) months of such injury, for the following amounts: <ul style="list-style-type: none">• GBP10,000 for each insured person over sixteen (16) years of age,• GBP5,000 for each insured person under sixteen (16) years of age, at the time of death	
I. costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over GBP250 in any period of insurance
J. increased domestic metered water charges you have to pay following an escape of water which gives rise to a claim accepted by us under number four (4) of section two	more than GBP750 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than GBP750 in total

Accidental damage to contents

The following applies only if the **schedule** shows that **accidental damage to contents** is included.

What is covered under this section	What is not covered under this section
This extension covers	We will not pay
<p>accidental damage to the contents within the home</p>	<ul style="list-style-type: none"> (a) for the first GBP100 of every claim (b) for damage or any proportion of damage which we specifically exclude elsewhere under section two (c) for damage to contents within garages and outbuildings (d) for damage while the home is lent, let or sub let (e) for damage to money, bank cards, documents or stamps (f) any amount over GBP1,000 in total for porcelain, china, glass and other brittle articles (g) for damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon (h) for damage caused by chewing, tearing, scratching or fouling by animals, or damage caused by insects, vermin or infestation (i) for damage caused by faulty design or unsuitable materials specification, workmanship or materials (j) for damage caused by dryness, dampness, wet or dry rot, mould or frost, or extremes of temperature and exposure to light (k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination (l) any mechanical breakdown or malfunctioning of an article

Conditions that apply to section two (**contents**) only

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; and
- **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes; or
- pedal cycles

where **we** will take off an amount for depreciation in value.

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.
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Your amount insured

3. **We** will not reduce the amount 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.
 4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** amount insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** amount insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

We will not pay any more than the amount insured for the **contents** of each **premises** shown in the **schedule**.

Section three

Accidents to Domestic Staff

This section applies only if the **contents** are insured under section two.

What is covered under this section	What is not covered under this section
<p>We will pay for your legal liability</p> <p>for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing in advance, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule</p>	<p>We will not pay for your legal liability</p> <p>for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none">• from the use of any vehicle outside the premises• from any vehicle used for racing, pace making or speed testing• from any communicable disease or condition• in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the period of insurance• from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.

Limit of insurance

We will not pay more than **GBP5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing in advance.

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 - this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner is covered under Part A(i) below only.
- if the **contents** only are insured, **your** legal liability as occupier 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 under this section	What is not covered under this section
We will pay for your legal liability:	We will not pay for your legal liability:

(i) as owner or occupier up to the amounts insured stated in the **schedule** for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

(ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

(a) for **bodily injury** to

- **you**
- any other permanent member of the **home**
- any person who at the time of sustaining such injury is employed by **you**

(b) for **bodily injury** arising directly or indirectly from any communicable disease or condition

(c) arising out of any criminal or violent act to another person or property

(d) for damage to property owned by or in the charge or control of

- **you**
- any other permanent member of the **home**
- any person engaged in **your** service

(e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the **period of insurance**

(f) arising directly or indirectly out of any profession, occupation, business or employment of **yours**

(g) which is **your** legal liability by having entered into a contract and which would not otherwise be covered

(continued over the page)

Legal Liability to the Public (continued)

	<p>(h) arising out of your ownership, possession or use of:</p> <p>(i) any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • domestic pedestrian controlled gardening equipment <p>(ii) any power-operated lift other than stairlifts</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, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation</p> <p>(i) in respect of any kind of pollution and/or contamination unless it is:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than thirty (30) days from the end of the period of insurance; <p>(j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p>
--	--

Section four

Legal Liability to the Public (continued)

Part B

What is covered under this section	What is not covered under this section
<p>We will pay for</p> <p>amounts which you have been awarded by a court in the United Kingdom and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none">• Part A(ii) of this section would have paid on your behalf had the award been made against you rather than to you• there is no appeal pending• you agree to allow us to enforce any right which we will become entitled to upon making payment	<p>We will not pay</p> <p>for any amount in above GBP100,000</p>

Part C

<p>We will pay for</p> <p>any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<p>We will not pay</p> <ul style="list-style-type: none">• for the cost of repairing any fault or alleged fault
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Limit of insurance

We will not pay

- More than **GBP2,000,000**, in all, in respect of pollution and/or contamination:
- in respect of other liability covered under section four - more than **GBP2,000,000** in all for Part A and C, and **GBP100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing in advance.

Section five

Valuables and personal possessions

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

What is covered under this section	What is not covered under this section
This insurance covers	We will not pay

<p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<ul style="list-style-type: none"> (a) for damage caused by moth or vermin (b) for damage caused directly or indirectly by electrical or mechanical faults or breakdown (c) any amount over GBP1,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule (d) for loss or damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon (e) for damage to guns caused by rusting or bursting of barrels (f) for breakage of any sports equipment whilst in use (g) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision (h) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule (i) any amount over GBP500 in total in respect of theft or disappearance of property covered under this section from any vehicle when such vehicle is left unattended without you or someone authorised by you being inside the vehicle (j) any amount over GBP2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms (k) the first GBP50 of every claim in respect of unspecified items
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Conditions that apply to section five (**valuables and personal possessions**) only

How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
 2. If any insured item which is part of a pair or set and has an insured value of GBP1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.
-

Under insurance

3. **You** are under insured if the total value of unspecified items at the time of the loss or damage is more than **your** amount insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** amount insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.
-

Limit of insurance

We will not pay more than the amount(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 under this section	What is not covered under this section
Section two of this insurance extends to cover	We will not pay
the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	(a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply (b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action

Limit of insurance

We will not pay more than the amount insured 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 under this section	What is not covered under this section
Section two of this insurance extends to cover the following	We will not pay
the cost of repairing or replacing your pedal cycles following: <ul style="list-style-type: none">• theft or attempted theft• accidental damage occurring during the period of insurance anywhere in the United Kingdom	(a) for loss or damage to: <ul style="list-style-type: none">• tyres,• lamps,• accessories, unless the cycle is stolen or damaged at the same time (b) for damage from mechanical or electrical faults or breakdown (c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes (d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

Limit of insurance

We will not pay more than the amount insured shown in the **schedule**.

Section eight

Money and bank card cover

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

What is covered under this section	What is not covered under this section
Section five of this insurance extends to cover the following	We will not pay
<ul style="list-style-type: none">• theft or accidental loss of money• any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your bank card(s) during the period of insurance within the geographical limits shown in the schedule , provided that <ul style="list-style-type: none">• within twenty four (24) hours of your discovering any such loss or theft, you have notified the police or border authorities and, in the case of bank card(s), the card issuing company; and• you have complied with all other conditions of your bank card(s) provider regarding loss and/or cancellation.	<ul style="list-style-type: none">(a) the first GBP50 of every claim(b) to make up any shortages due to error or omission (for example, loss of money due to the malfunction of a cash machine)(c) for loss of value

Limit of insurance

We will not pay more than the amount(s) insured shown in the **schedule.**

General exclusions applicable to the whole of this insurance

(a) Nuclear reaction, nuclear radiation or radioactive contamination

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
2. Any legal liability of whatsoever nature, or death or injury to any person
directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

(b) War

We will not pay for any loss or damage or liability directly or indirectly caused 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) Existing and Deliberate Damage

We will not pay for loss or damage:

- Occurring before or arising from an event before the beginning of the **period of insurance**.
- Caused deliberately by **you** or any permanent member of **your home**.

(d) Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

(e) Electronic Data

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever; or
2. any legal liability of whatsoever nature
directly or indirectly caused by or contributed to by or arising from;
 - computer viruses, erasure or corruption of electronic data; or
 - the failure of any equipment to correctly recognise the time or date or change of time or date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

(f) Biological and Chemical Contamination

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising 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 any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means; and
- 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.

(g) Loss of value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

(h) Wear and Tear

We will not pay for loss or damage caused by wear and tear or any other gradually operating cause (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

(i) Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance. However, if the other insurance has a higher **excess**, **we** will pay the difference between the **excess** on this insurance and the **excess** of the other insurance

This clause does not apply to fatal injury (section two-H).

How to make a claim

Things you must do

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

1. **You** must notify **your broker** as soon as possible giving full details of what has happened.
2. **You** must provide **your broker** with any other information **we** may require.
3. **You** must forward to **your broker** as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **You** must inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must provide **us** with reasonable evidence of value or age (or both) for all items with a value of more than GBP1,000 involved in a claim.
8. **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so.

Details of how **we** will deal with **your** claim can be found at the end of each section of cover.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Fraudulent claims

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled without any premium refund and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. **We** may also inform the police.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should, in the first instance, write to the Trading Director at Towergate Private Clients. The address is:

Towergate Private Clients
Downsview House
141-143 Station Road East
Oxted
Surrey
RH8 0QE

Telephone: 0344 892 6212

Email: privateclients@towergate.co.uk

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: complaints@Lloyds.com.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

Making a complaint does not affect **your** right to take legal action.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Data protection

Subject to the provisions of the Data Protection Act 1998, **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer

Address:

Towergate Insurance
Downsview House,
141-143 Station East,
Oxted,
RH8 0QE

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel No: 0303 123 1113 or 01625 54 57 45

Email: casework@ico.org.uk

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Endorsements

THE FOLLOWING CLAUSES APPLY ONLY IF THEY ARE STATED IN THE SCHEDULE

1. Hotel and motel clause

This clause overrides exclusion (j) of section five (**valuables and personal possessions**).

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.

2. Alarm clause

This insurance does not cover theft:

- when the **premises** are left unattended; or
- at night,

unless:

- (a) at all such times the intruder alarm has been put into full and effective operation, and
- (b) the intruder alarm is kept in good working order at all times throughout the **period of insurance** under a maintenance contract with the installing company who is a member of a recognised trade body.

3. Safe clause (limited)

This insurance does not cover theft from the **home** of individual jewellery items listed in the **schedule** (or specification(s) attached):

- when the **premises** are left unattended; or
- at night,

unless those individual jewellery items are kept in a locked safe.

4. Safe clause (full)

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn

5. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

6. Musical instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

7. Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

8. Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

9. Minimum security clause

This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.

Windows: Key operated security locks to all ground floor and other accessible windows.

10. **Subsidence, heave or landslip** exclusion clause

Subsidence or **heave** of the site upon which the **buildings** stand or **landslip** as shown in number 9 of sections one and two is not covered by this insurance.

11. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

12. Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

13. Index-linking clause

The amounts insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new amounts insured.

For **your** protection should the index fall below zero **we** will not reduce the amount insured.

14. Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the

schedule. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

15. Thatch clause

To receive full coverage under the policy you must ensure that:

- where it is within **your** control **you** do not allow any bonfires/incinerators to be lit within fifty (50) metres of the **premises**.
- all old thatch and thatching is burnt at a distance of more than fifty (50) metres from the **premises**;
- no naked flames or tools producing naked flames are present in the attic or loft space at any time;
- two fire extinguishers are kept in the **home** and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If **you** fail to comply with the above duties this insurance may become invalid in respect of loss or damage caused by fire.

16. **Your** bank's or building society's interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

17. Protections clause

To receive full coverage under the policy you must ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will not pay a claim in respect of loss or damage resulting from unauthorised entry.

18. Unattended vehicles clause

This clause overrides exclusion (k) the first GBP50 of every claim in respect of unspecified items in section five (**valuables and personal possessions**).

This insurance does not cover theft or disappearance of property from any vehicle when such a vehicle is left unattended without you or someone authorised by **you** being inside the vehicle.

19. **Unoccupancy** clause

If **you** leave the **home unoccupied** for more than thirty (30) consecutive days **we** will not pay

- (a) the first GBP250 of each and every claim

(b) for loss or damage caused by theft or attempted theft or malicious acts to

- **money and bank cards;**
- **valuables;**
- televisions, radios, gaming consoles, DVD players, **home** computers, and all other audio and video equipment.

(c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless the water has been turned off at the point of supply to the **buildings**.

20. Chimney Clause

To receive full coverage under the policy you must ensure that:

- all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within thirty (30) days of the inception date of this insurance or not more than six (6) months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals;
- **you** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of eighteen (18) months. **You** will have to produce them for **our** inspection if **we** ask for them;
- for the purposes of this insurance "professionally" will refer to an individual or company who are members of a recognised trade body.

If **you** fail to comply with any of the above this insurance may become invalid in respect of loss or damage caused by fire.

21. Flat Roof **Endorsement**

To receive full coverage under the policy you must ensure that under this insurance any areas of flat roof(s) are checked at your own expense at least every five (5) years by an individual or company who are members of a recognised trade body and any faults rectified.

14/01/15

LSW1860

In this contract of insurance, **our** syndicate numbers and proportions are shown in the attached table. **We** bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and **our** Executors and Administrators) is liable only for **our** own share of **our** syndicate's proportion of the risk.

You or **your** representative can obtain the name of each of **us** and **our** respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk.