# mashroom

# Tenants' Contents Insurance

Policy Wording



### What's inside...

Your Policy	2
How to make a claim	5
Definitions	9-12
General Exclusions	13-14
General Conditions	15-17
Policy Cover	19-32

### Tenants' Contents Policy

Thank you for choosing HCC International Insurance Company plc trading as Tokio Marine as your insurer. You should read carefully all documents that we have provided and contact your agent immediately if this policy does not meet your needs or if you have any queries.

This **policy** does not cover maintenance – that means **we** will not pay for the cost of wear and tear or routine maintenance. **We** also do not cover **damage** that happens over time such as damp, rot or damage from vermin.

You have a duty to keep your property safe, secure and in good repair and take all practical steps to avoid damage.

### **Authorised Policy**

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections of this **policy** as shown on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium. This **policy** is made up of a number of documents which must be read together.

**Authorised Signatory** 

HCC International Insurance Company plc trading as Tokio Marine is registered in England and Wales under company number 01575839 and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number: 202655. Registered address: One Aldgate, London, EC3N 1RE.

This **policy** is administered by Mashroom Limited and managed by Cedar Underwriting Limited who act as an agent for **us** under the Binding Authority Agreement number specified in the **schedule**.

Your agent, Mashroom Limited is registered in England and Wales under company number 11412766. Mashroom Limited are an appointed representative of Adelphi Insurance Brokers Limited and are authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 913066. Registered address: 21 Navigation Business Village, Navigation Way, Ashton-On-Ribble, Preston, PR2 2YP.

Adelphi Insurance Brokers Limited is registered in the United Kingdom under company number 08333939 and are authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 594620. Registered address: Four Winds, Sugar Lane, Bollington, Macclesfield, England, SK10 5SN.

Cedar Underwriting Limited is registered in England and Wales under company number 10786785 and is authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 785986. Registered address: First floor offices, Barberry House, 4 Harbour Buildings, Waterfront West, Brierley Hill, DY5 1LN.

The Financial Services Register can be accessed at register.fca.org.uk/s/

### Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

To make a claim, call:

01443 229513, or 01724 761378 (emergency 24/7 number)

Please save these numbers to your mobile phone.

# Contents

	Page
Important Notice	4
How to make a claim	5
How to make a complaint	6
Financial Services Compensation Scheme	7
Privacy Notice	8
Definitions	9-12
General Exclusions	13-14
General Conditions	15-17
Claims Conditions	18
Section 1 – Contents	19-31
Section 2 – Occupiers' Liability	32

### **Important Notice**

### 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. Providing us with inaccurate information or failing to tell us of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

Some examples of questions we ask are shown below:

- Your home property type, number of bedrooms, occupants and security protections
- Your occupation the full or part-time job(s) that you, or any person named in the schedule do
- Personal history your previous history that is provided to us e.g. previous bankruptcies, convictions, claims etc.

Other questions will be shown on the statement of fact section of the **schedule**. If there is any doubt or if clarification is required of what must be declared to **us**, please discuss this with **your agent**.

### How to make a claim

Please contact our approved claims representatives, Gallagher Bassett Technical on:

01443 229513, or 01724 761378 (Emergency 24/7 telephone number).

**Our** approved claims representatives will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim **our** approved claims representative may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once we have been notified of a claim, **our** approved claims representative will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

### Do

- Have details of:
  - your policy number (you can find the policy number on the schedule)
  - ii the date of incident
  - iii the police details/crime reference number (where applicable)
  - iv the cause of damage
  - v the damage together with the claim value if known
  - vi the names and addresses of any other parties involved or responsible for the **incident** (including details of any **injury**) and names and address of any witnesses.
  - ready when notifying **our** approved claims representative.
- Report any incident involving theft or attempted theft or damage by malicious persons, riot, civil commotion, labour or political disturbances to the police within 24 hours. If a credit card is lost or stolen, you must also notify the credit card company immediately. You should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Notify our approved claims representative of any incident as soon as possible. The sooner we are involved, the more opportunity we have to resolve the claim to your satisfaction. You must notify our approved claims representative within seven days if the incident relates to damage by riot, civil commotion, labour or political disturbances and strikes, malicious persons or theft or attempted theft.

- Ensure that any letter or notice is sent to our approved claims representative immediately unanswered and unacknowledged.
- Send our approved claims representative unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell our approved claims representative of any pending prosecution, coroner's inquest or fatal accident inquiry and give full details of any verbal claims made against you.
- Report any injury to a third party to us regardless of whether a formal claim has been made against you.
   We can then decide whether we need to investigate or provide advice to you.

### Don't

- Dispose of any evidence or damaged items we may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying our approved claims representative of a claim.
- Admit or deny responsibility for any incident involving injury to others or damage to their property.

### What we will need

If **your property** is lost, damaged or stolen to consider the claim **our** approved claims representatives will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- proof of value for specified items e.g. a professional valuation.
- any available photographs taken before and after the event, showing the property would be useful.
- at least two estimates for the replacement of lost, damaged or stolen items.
- If the item cannot be repaired a letter or a report from an independent expert confirming this and the cause of the damage.

### How to make a complaint

Should there ever be an occasion where **you** need to complain, we will do **our** best to address this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as we can. If we are unable to do this, we will:

- write to **you** to acknowledge **your** complaint.
- let you know when you can expect to receive a full response.
- let you know who is dealing with the matter.

In most instances we will be able to address **your** complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If your complaint is about the way this **policy** was sold to you, please contact your agent to report your complaint.

If **you** have a complaint regarding **your** claim, please telephone **our** approved claims representative on the number shown in the "How to make a claim" section of this policy wording. Alternatively, **you** can send an email to <a href="mailto:uk.gbtechnical.complaints@gbtpa.com">uk.gbtechnical.complaints@gbtpa.com</a>

If **your** complaint relates to any other matter, **you** should contact Cedar Underwriting Limited, details below, who will try to resolve **your** complaint (please include **your** policy number).

The Compliance Administrator Cedar Underwriting Limited First Floor Offices, Barberry House, 4 Harbour Buildings, Waterfront West,

Email: complaints@cedarunderwriting.co.uk

Telephone: 0800 612 0344

Brierley Hill, DY5 1LN.

A copy of Cedar Underwriting Limited complaints procedure can be viewed at www.cedarunderwriting.co.uk/complaints Alternatively,

a copy can be provided on request.

If **your** complaint needs to be dealt with by **us**, **your** complaint will be referred to **our** complaints team within three working days of it being received by Cedar Underwriting Limited.

You may also raise a formal complaint directly in writing or verbally to us by using the contact details below: Head of International Compliance Tokio Marine HCC International, 1 Aldgate,

London, EC3N 1RE

Email: tmhcccomplaints@tmhcc.com

Phone: +44(0)20 7702 4700

Our complaints team will acknowledge your complaint promptly and respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, our complaints team will write to you to explain why they have been unable to conclude the matter within the four weeks. If our complaints team have been unable to resolve your complaint in eight weeks, they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Service (if eligible).

# What to do if you are not happy with our response.

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer to **your** complaint to the Financial Ombudsman Service (if eligible).

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

If **you** live in the United Kingdom or the Isle of Man, **you** can find out more about how to complain to the Ombudsman online at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

Alternatively, you can write to them at:

Financial Ombudsman Service, Exchange Tower, London,

By Phone: +44(0)800 023 4567

By email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

If **you** live in the Channel Islands, **you** can find out more about how to complain to the Ombudsman online at www.ci-fo.org

Alternatively, you can write to them at:

Channel Islands Financial Ombudsman PO BOX 114 Jersey, Channel Islands JE4 9QG.

By Phone (Jersey): +44(0)1534 748610 (Guernsey): +44(0)1481 722218

(International): +44 1534 748610

By Email: enquiries@ci-fo.org

# **Financial Services Compensation Scheme**

**We** and Cedar Underwriting Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** or Cedar Underwriting Limited cannot meet our obligations.

**Your** entitlement to compensation will depend on the circumstance of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme

PO BOX 300

Mitcheldean

**GL17 1DT** 

Their telephone number is 0800 678 1100 or +44 (0) 207 741 4100.

Alternatively, more information can be found at www.fscs.org.uk.

### **Privacy Notice**

We respect your right to privacy. In our Privacy Policy (available at <a href="www.tmhcc.com/en-us/legal/privacy-policy">www.tmhcc.com/en-us/legal/privacy-policy</a>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact <a href="mailto:DPO@tmhcc.com">DPO@tmhcc.com</a>.

We may collect your personal information such as your name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to "you" or "your" herein encompasses non-exhaustively "you, your company, employees and/or customers").

We may disclose your personal information to:

- our group companies
- third party service providers and partners who
  provide data processing services to us or who
  otherwise process personal information for
  purposes that are described in our Privacy Policy or
  notified to you when we collect your personal
  information.
- Any competent law enforcement body, regulatory agency, court or other third party where we believe disclosure is necessary:
- i as a matter of applicable law or regulation,
- ii to exercise, establish or defend **our** legal rights, or
- iii to protect **your** interests or those of any other person
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy, or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Data Transfer Agreement, which includes EU standard Contractual Clauses.

**We** use appropriate technical and organisational measures to protect the personal information that **we** collect and process about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request (DSAR). You are also entitled to request that your data be corrected in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in our Privacy Policy.

You can opt out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing email we send you. Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

**You** have the right to complaint to a data protection authority about **our** collection and use of **your** personal information

Cedar Underwriting Limited also have a Privacy Policy which is available at

www.cedarunderwriting.co.uk/privacy-policy-policyholders

### **Definitions**

All through this policy there are certain words printed in bold. These words have special meanings which are shown below.

### Accidental Damage

Unexpected and unintended **damage** caused by something sudden and external.

### Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

### Bedroom(s)

A room used as or originally built as sleeping accommodation even if is now used for something else.

### **Buildings**

The home, landlord's fixtures and fittings, garden walls, gates and fences, paths, drives and patios, carports, solar panels, permanent swimming pools built of brick, sone or concrete, permanently fixed hot tubs or jacuzzis, hard tennis courts and any outbuildings but not garden items.

### **Business Equipment**

Desktop and laptop computers, keyboards, visual display units (VDU), printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, scanners, typewriters, computer-aided design equipment (CAD), telecommunication equipment (but not mobile phones) and office furniture that **you** or **your family** own or are legally responsible for.

### Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

### **Consequential Loss**

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which you are insured). This includes but is not limited to the following:

- a loss of earnings
- b additional travel costs
- c loss assessor fees
- d the cost of preparing a claim
- e compensation for stress or inconvenience.

### Contents

Household goods, high-risk property, business equipment, money, credit cards and personal

**belongings** that you or your family own or are legally responsible for but not:

- items held or used for the purpose of any business, trade, profession or employment (either totally or partly) other than business equipment
- motor vehicles, aircraft, gliders, hang gliders, microlights, drones that are not designed to be used as a toy, caravans, trailers, boats or any of their parts and accessories
- c animals, birds, fish or any living thing
- d landlord's fixtures and fittings
- e interior decorations.

#### Credit card

Charge, cheque, credit, debit and cash cards that **you** or **your family** own or are legally responsible for but not cards held for business purposes.

### Damage

Loss, destruction or damage.

#### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites or any information whatsoever.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with, or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of services attacks include, but are not limited to, the generation of excess traffic in to network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

### **Domestic Employee**

Any person, who is not a member of the **family**, under a contract of service with **you** solely to undertake domestic duties in **your home** and who is not employed by **you** in connection with any business, trade, profession or other employment.

### **Employee**

A worker who has or alleges they have entered into a contract of service with **you**.

### Europe

For Section 1 – Contents

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland, the countries of the European Union and any other countries which border on the Mediterranean but not countries of the Russian Federation or former USSR.

#### **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**.

#### **Excess**

The amount you must pay towards each claim.

### **Family**

You and your spouse or domestic or civil partner and your or their relatives or dependents who permanently live with you at the address shown on the schedule (and your or your spouse or

domestic or civil partner's children while temporarily away from the **home** for the purposes of higher education) but not:

- a tenants, lodgers, house or flat mates
- b paying guests
- c domestic employees.

### Garage

A structure originally built for storing a **motor vehicle** or **motor vehicles**.

### **Garden Items**

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your home**.

### Hacking

Unauthorised access to any system whether owned by **you** or not.

### Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### **High-Risk Property**

Jewellery, articles made from gold, silver and other precious metals, clocks, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals that you or your family own or are legally responsible for.

### Home

The property shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for and the property's **garages** and **outbuildings**, all at

the same address and all used by **you** for private and residential purposes only.

### Incident

Any event that has led, or might lead, to a claim.

### Infectious or Contagious Disease

Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### Injury

Accidental death, illness, disease or bodily injury.

### Landslip

Downward movement of sloping ground.

### **Jewellery**

Decorative items that are intended to be worn by **you** or **your family** including rings, precious stones, necklaces, watches, bracelets, chains, earrings, cufflinks, brooches, studs or ankle chains.

### Maximum Claim Limit

The most **we** will pay for any one claim under any section (or any of its extensions) as shown in the **schedule** or elsewhere in this **policy**.

### Money

Cash, cheques, gift cards, postal and money orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers that **you** or **your family** own or are legally responsible for, but not items used for business purposes.

### **Motor Vehicle**

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

- a domestic garden machinery that does not have to be licensed
- b wheelchairs
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use
- d electrically or mechanically propelled toys and models that cannot go over 8 miles an hour
- e golf trolleys which are controlled by someone on foot.

### **Outbuildings**

Sheds, greenhouses and other structures but not including:

- a garages
- b carports or other structures that are open on one or more sides
- c structures that are lived in
- d any structure which is not on a permanent foundation or base
- e tree houses
- f inflatable structures of any kind
- g any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses)
- h any structure not within the boundary of the **home** unless **we** agree otherwise in writing.

#### Period of Insurance

The period of time this **policy** is effective commencing from the start date as shown on the **schedule** and continuing automatically on a monthly basis until this **policy** is cancelled.

### **Personal Belongings**

Items worn, used or carried by you or your family in daily life that you or your family own or are legally responsible for but not money, credit cards, high-risk property or items held or used for business purposes.

### Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

### **Policy**

This **policy** is made up of a number of documents. These documents are:

- a the policy wording
- b the schedule
- c the endorsements
- d the notice to policyholders.

### **Portable Heaters**

Any portable heaters (non-fixed) except portable oil-filled heaters.

### **Property**

Material property which shall not include data.

### Schedule

The document that shows:

- a your name and address
- b the cover start date
- c the sections of this **policy** which are operative
- d the excesses which apply
- e the premium you must pay
- f the **property** that is insured

- g the maximum claim limits
- n details of any extensions or **endorsements** to the
- the statement of fact.

**We** issue a **schedule** with each new contract of insurance and when **we** change the **policy** cover.

### Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

### **Specified Items**

Items that have been individually identified to **us** and are shown in the **schedule**.

#### Storm

Strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute storm unless the rain or

snow is so extreme that **damage** is caused to wellmaintained properties of adequately designed construction.

For the purposes of this definition:

- a Extreme rain is 25mm/1 inch or more of rain over a 1 hour period or a proportionate amount over a shorter time
- b Extreme snow is 30cm/12 inches or more of snow within a 24 hour period (or less).

### System

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

### Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

### Tenant

Any person who holds a contractual or an assured shorthold tenancy agreement with the landlord of **your home** or the landlord's representatives, but not:

- a lodgers, house or flat mates
- b exchange students
- c paying guests
- d domestic employees.

### **Territorial Limits**

England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man unless otherwise stated.

### **Terrorism**

Any act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

### Unfurnished

A **home** with not enough furniture for someone to live in it.

### Unoccupied

A **home** not lived in or not intended to be lived in for more than 30 days in a row. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

#### Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

### Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, systems, data, or operations, whether involving self-replication or not including, but not limited to trojan horses, worms, and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect or monitor as above.

### We, Our, Us

HCC International Insurance Company plc trading as Tokio Marine

### You, Your, Yours

The person or people shown in the **schedule** as 'the insured' where at least one such person is also a **tenant**.

### **Your Costs and Expenses**

- a costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with our consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within Europe) in respect of any incident which may be the subject of indemnity under the Section 2 – Occupiers' Liability Section.

### **General Exclusions**

These exclusions apply to the whole policy unless otherwise stated. Additional exclusions may apply to individual sections. Please refer to the section wordings for details.

### 1 Radioactive Contamination

This **policy** does not cover any **damage**, **injury** or liability directly or indirectly caused by, contributed to by, or arising from:

- ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

### 2 War

This policy does not cover any **damage**, **injury** or liability directly or indirectly caused by, contributed to by, or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Riot

This **policy** does not cover **damage** to any **contents** or **data** outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man directly or indirectly caused by, contributed to by, or arising from riot or civil commotion.

### 4 Northern Ireland

This **policy** does not cover **damage** to any **contents** or **data** in Northern Ireland directly or indirectly caused by, contributed to by, or arising from:

- a riot or civil commotion, or
- b labour disturbances and strikes or malicious persons except in respect of accidental damage caused by fire or explosion.

### 5 Terrorism

This **policy** does not cover any **damage**, **injury** or liability directly or indirectly caused by, contributed to by, or arising from:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**.

### 6 Pollution of Contamination

This **policy** does not cover any **damage**, **injury** or liability directly or indirectly caused by, contributed to by, or arising from pollution or contamination if the pollution or contamination:

- a did not happen suddenly
- b was the result of an intentional act
- c was expected or should have been expected
- d happened before this policy started
- is not reported to us within 30 days of you becoming aware of such damage, injury or liability.

All pollution or contamination arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

#### 7 Sanctions

**We** will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Tokio Marine group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- trade or economic sanctions of the United Kingdom,
   European Union, the United States of America or
   any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

### 8 Government of Public Authorities

We will not pay claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

### 9 Cyber and Data

We will not pay for any:

### a Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i the use of or inability to use any application, software, or programme;
- ii any computer virus
- iii any computer related hoax relating to a i or a ii above.

However, where:

- a fire or explosion occurs as a result of a i or a ii above:
- an escape of water occurs as a result of a i or a ii above; or
- a theft or attempted theft immediately follows a i or a ii above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or **damage** resulting from that fire, explosion, escape of water, theft or attempted theft.

#### b Flectronic Data

loss of or **damage** to any electronic **data** (for example files or images) wherever it is stored.

### 10 Infectious or Contagious Disease

This **policy** does not cover any **damage**, **injury**, liability, cost or expense in any way directly or indirectly caused by, contributed to by, or arising from:

- a infectious or contagious disease
- b any fear or threat of a above, or
- c any action taken to minimise or prevent the impact of a above.

### 11 Sonic Bangs

This **policy** does not cover any **damage** directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 12 Micro organism

This **policy** does not cover any **damage**, claim, cost, expense or other sum, directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a any physical damage to property
- b any cover causes whether or not contributing concurrently or in any sequence
- c any loss of use, occupancy or functionality
- d any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

### 13 Asbestos

This **policy** does not cover any **damage**, cost or expense directly or indirectly caused by or arising out of the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or

exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence of loss.

### 14 Nuclear Energy Risks

This **policy** does not cover Nuclear Energy Risks whether such risks are written directly and/or via pools and/or associations.

For the purpose of this **policy** Nuclear Energy Risks are defined as all first party and or third party insurances in respect of:

- a nuclear reactors and nuclear power stations or plant
- b any other premises or facilities related to or concerned with:
   the production of nuclear energy,
   the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear pool and/or Association.

### **General Conditions**

These conditions apply to the whole policy. Additional conditions may apply to individual sections. Please refer to the section wordings for details.

### 1 Misrepresentation

You or anyone acting for you must take care when answering any questions we ask. This means at the start date or variation to this policy you or anyone acting for you must provide accurate and complete information which you or anyone acting for you ought to know to the questions we ask and not make misrepresentations to us.

If we establish that you or anyone acting for 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 or anyone acting for 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 "Our Cancellation Rights" condition of this policy.

### We or your agent will write to you if we:

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

### 2 Fraud

If **you** or anyone acting for **you**:

- a makes any claim that is deliberately exaggerated, or uses, or attempts to use, fraudulent means to obtain benefits under this **policy**, or
- deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of

- a claim which **you** or they know or ought to know would result in **us** paying a claim that **we** were entitled to refuse or paying a greater sum in respect of a claim, or
- deliberately withholds information or evidence from **us** which **you** or they know or ought to know would entitle **us** to refuse to pay a claim or pay a lesser sum under this **policy**

### then:

- i we will not be liable to pay the claim,
- ii we may cancel this policy from the date of such act.
- iii all benefit under this policy will be forfeited,
- iv we may recover all sums paid by us under this policy, and
- v we may inform the police and fraud prevention agencies of the circumstances.

### 3 Your Cancellation Rights

During the initial month of cover, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the policy wording and schedule, or
- b the start date of this policy

whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. **We** will refund any money already paid to **us** for the days **you** have not used as long as **you** have not made a claim and there is no known **incident** that may lead to a claim. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after the start date up to the cancellation of this **policy**.

You may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation at least 7 days before the next monthly payment is due. **You** will not be entitled to any refund of premium but **you** will be covered until your next payment would have become due so **you** can still make a claim for the period **you** have been on cover.

### 4 Our cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to this and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one we would not normally accept
- b you failing to co-operate with or provide information to us which affects our ability to underwrite the risk
- c us reasonably suspecting fraud
- d the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

**We** will refund any money already paid to **us** for the days **you** have not used as long as **you** have not made a claim and there is no known **incident** that may lead to a claim.

### 5 Law Applicable to this Policy

This **policy** will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### 6 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

### 7 Contracts (Rights of Third Parties Act) 1999

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

### 8 Changes to this Policy

You must tell us of any changes to the answers you have given on the statement of fact section of the schedule as soon as possible. These changes may result in a change to your premium and/or excess. In particular, you must tell us if:

- a you change your address
- b the number of **bedrooms** is increased
- c you, or any person named in the schedule, change job
- d you or a member of your family are convicted or are charged with any criminal offence (except for motoring offences where a prison sentence has not been served)
- e **you** or a member of **your family** have been declared bankrupt or been subject to bankruptcy proceedings

- f someone other than a member of **your** family comes to live with **you**
- g **your home** will be **unoccupied** for more than 30 days in a row.

Failure to advise **us** of a change to **your** answers may result in **us** exercising our rights in accordance with General Condition 1 Misrepresentation.

### 9 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses**, **claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a injury
- b damage to property

### provided that:

- i the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
- ii the conduct and control of claims is vested in us
- iii where more than one party is entitled to indemnity under this condition, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the **schedule**.

### 10 Security

**You** must comply with the below otherwise, if a claim happens as a result of **your** non-compliance, claims in respect of theft, attempted theft or **damage** by malicious persons to **property** within:

- a the home (other than outbuildings and garages) that the security protections you have told us about in the statement of fact section of the schedule are fitted and fully operational
- b outbuildings and garages that doors are closed and locked by means of a padlock or other key-operated security device and windows are closed or sealed shut

### whenever:

- neither you nor any domestic employee or member of your family are in attendance
- ii you, your family and any live-in domestic employees are in attendance but have retired for the night (other than in respect of any window in an occupied bedroom that is left open for ventilation)
- iii the home is unoccupied.

### 11 Reasonable Precautions

**You** must comply with the below otherwise, if a claim happens as a result of **your** non-compliance **we** may refuse to pay **your** claim:

- a **You** must take all reasonable precautions to prevent **incidents**
- b You must take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

### Claims Conditions

These conditions apply to the whole policy unless otherwise stated.

#### 1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a You must not negotiate or settle any claims made against you by anyone else or admit or deny responsibility for any incident involving injury to others or damage to their property unless we agree otherwise in writing.
- b You must:
- i on discovery of any damage by theft or attempted theft or by malicious persons or loss of a credit card, give notice to the police within 24 hours and obtain a crime reference number if a crime has been committed and provide it to us. If a credit card is lost or stolen, you must also notify the credit card company immediately
- iii notify **us** within seven days of any damage by riot, civil commotion, labour or political disturbances and strikes, malicious persons or theft or attempted theft. Any other **incident** under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
- iii immediately send us unanswered and unacknowledged any letter or notice received alleging that you or anyone working for you is responsible for causing an injury to any person or damage to any property. You must also send us unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell us of any pending prosecution, coroner's inquest or fatal accident inquiry and give us full details of any verbal claims made against you
- iv take immediate action to minimise loss, prevent further damage or injury
- keep all damaged **property** until **we** give permission to dispose of it
- vi provide at **your** expense all information and assistance as **we** may reasonably require
- vii provide, if **we** require, a statutory declaration of the truth of the claim.

### 2 Claims Procedure - Our Rights

We shall:

- a be allowed by you to enter your home if damage has occurred and take and keep possession of any property insured
- b not accept any **property** being abandoned to **us**

c have complete control of any proceedings and the settlement of any claim.

### 3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in your name but for our benefit to get back any payment we have made under this policy.

### 4 Contribution

(Not applicable to Section 2 - Occupiers' Liability)

If you have any other insurance policies that cover the same damage or liability as this policy, we will only pay our share of any claim.

#### 5 Arbitration

(Not applicable to Section 2 - Occupiers' Liability)

If we agree to pay your claim, but you disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by you and us in accordance with the Arbitration Act 1996. You may not take legal action against us over this disagreement until the arbitrators have made their decision.

# Section 1 – Contents

What is insured	What is not insured
Your and your family's contents are covered when they are:	Applicable to this section as a whole including all extensions
a in the <b>buildings</b> of the <b>home</b> , and b in the open but within the boundary of the <b>home</b>	<ul> <li>a The excess shown in the schedule for each and every claim</li> <li>b Anything more specifically insured in another part of this policy</li> <li>c Consequential loss</li> <li>d Property more specifically insured by another policy of insurance</li> <li>e Any criminal or deliberate act by you or a member of your family</li> <li>f Any reduction in the market value of any property following its repair or replacement</li> <li>g Any damage that commenced before this policy came into force</li> <li>h Wear and tear.</li> </ul>

### **Cover Causes**

What is insured	What is not insured
The <b>contents</b> are covered for accidental <b>damage</b> occurring during the <b>period of insurance</b> caused by:	
1 Fire or smoke, explosion, lightning, or earthquake.	Damage caused:  a by scorching, singeing, melting, b by smoke that happens gradually over a period of time. c by the use of <b>portable heating</b> d by cooking in rooms (this exclusion does not apply to rooms that are fitted and designed as kitchens or in the case of bedsits areas that are specifically designed as a cooking area)
2 Riot, civil commotion and labour or political disturbances and strikes.	<b>Damage</b> that is not reported to the police within seven days.
3 <b>Damage</b> by malicious persons.	Damage caused:  a by you or your family b by a person lawfully allowed to be in your home c when your home is unoccupied or unfurnished.

What is insured	What is not insured
4 Being hit by:	a <b>Damage</b> caused by:
a aircraft or other flying objects or anything dropped from them b fireworks c vehicles, trains, or trams d falling aerials, masts or satellite dishese falling trees or branches e animals or birds f lamp posts or telegraph poles.	i domestic:     - animals     - birds     - pets     ii cutting down all or part of a tree b The cost of cutting down all or part of a fallen tree and taking it away unless the fallen tree has also damaged your contents.
5 <b>Storm</b> or flood.	Damage:
	a that happens gradually over a period of time b that does not arise from one identifiable event which directly and immediately caused the damage.
6 <b>Subsidence</b> or ground <b>heave</b> of the site <b>your home</b> stands on, or <b>landslip</b> .	a <b>Damage</b> caused by:
Stanus on, or lanuship.	<ul> <li>i the sea or river wearing away the land</li> <li>ii faulty design or construction of the buildings or their foundations</li> <li>iii demolishing, altering, or repairing the buildings</li> <li>iv the foundations of the building or the materials from which they are built shrinking or expanding</li> <li>b Damage for which compensation is provided by contract or legislation</li> <li>c Damage that started before this policy came into force.</li> </ul>
7 Escaping water i.e., water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator, or deep-freeze cabinet.	Damage:  a to the fixed domestic water or heating system itself b when the main building of your home is unoccupied or unfurnished c that has been happening gradually over a period of time while you and/or your family have been living in your home d caused by water overflowing from wash basins, sinks, bidets, showers, and baths, as a result of taps being left on.
8 Theft or attempted theft	Theft or attempted theft:  a by deception unless entry only is gained by deception b unless force and violence causing damage to the main building of the home was used to get into or out of the building  c by you or any member of your family, domestic employees, lodgers, house or flat mates, exchange students, paying guests or other tenants  d when your home is unoccupied or unfurnished e of jewellery if the total value in your home exceeds £10,000 unless they are kept in a locked safe when not being worn or carried by you or your family.  Continued

What is insured	What is not insured
	f of <b>contents</b> in an <b>outbuilding</b> or <b>garage</b> more than the limit (the most <b>we</b> will pay) shown in the <b>schedule</b> .
9 Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.	<ul> <li>a Damage to the fixed domestic oil-fired heating system itself</li> <li>b Damage that has been happening gradually over a period of time while you and/or your family have been living in your home.</li> </ul>
10 Accidental loss of metered water or oil in domestic heating systems.	Loss occurring while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b> .	

### Extensions to Section 1 – Contents

#### What is insured What is not insured 1 Tenants' Responsibility a **Damage** or breakage occurring while **your home** is We will pay all amounts vou legally have to pay as a unoccupied or unfurnished tenant of your home for: b Damage excluded under: i any of Cover Causes 1-10 a damage to the structure of your home or to the ii Optional Extension to Section 1 - Contents, landlord's fixtures, fittings, furniture, furnishings, Accidental Damage improvements, and interior decorations by any of whether such cover cause or extension is operative or the cover causes shown on the schedule b the cost of repairing accidental damage to the c **Damage** caused by a deliberate, criminal, or cables, underground pipes, and drains (and their malicious act by you or a member of your family. inspection covers) which serve your home d More than the claim limit (the most we will pay) sum c accidental breakage to all fixed glass insured shown in the schedule. d accidental breakage of fixed ceramic hobs and ceramic tops in free standing cookers e accidental breakage to fixed sanitary or bathroom fixtures and fittings occurring during the period of insurance. If you make a claim, you will need to provide us with evidence that you are legally liable for the damage under the tenancy agreement. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents. a Costs arising after your home has become habitable 2 Rent and Alternative Accommodation If you cannot live in your home because of damage b More than the claim limit (the most we will pay) sum to your contents by any of the cover causes shown insured shown in the schedule. on the **schedule**, we will pay: c Damage excluded under: a the cost of necessary alternative accommodation i any of Cover Causes 1-10 within the territorial limits for you, your family, ii Optional Extension to Section 1 - Contents, and your domestic pets until you can live in your Accidental Damage home again, or b any rent you are liable to pay under your whether such cover cause or extension is operative or tenancy agreement while you are not living in your home. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents. 3 Replacement Locks and Keys a More than the claim limit (the most we will pay) sum insured shown in the schedule. We will pay the cost of replacing and installing locks on external doors to **your home** following the theft of your keys if you are responsible for the replacement of the locks under your tenancy agreement. This cover is provided within (not in addition to) the maximum claim limit for contents. 4 Tenants' Improvements a More than the claim limit (the most we will pay) sum We will pay for damage by any of the cover causes insured shown in the schedule. shown on the schedule to fixtures, fittings, b **Damage** excluded under: decorations, or improvements that you have paid for, i any of Cover Causes 1-10 and which are fixed to and form part of the structure ii Optional Extension to Section 1 - Contents, or fabric of the building, as long as you are AccidentalDamage responsible for the damage under the terms of your whether such cover cause or extension is operative or tenancy agreement. This cover is a separate benefit provided in addition to (notwithin) the maximum claim limit for contents.

What is insured	What is not insured
<b>5 Compulsory Evacuation</b> We will pay the cost of alternative accommodation within the <b>territorial limits</b> for <b>you</b> , <b>your family</b> , <b>your</b> and their domestic pets if <b>your home</b> cannot be lived in because a local authority prohibits <b>you</b> from living in <b>your home</b> following <b>damage</b> to a neighbouring property by any of the cover causes shown on the <b>schedule</b> and the landlord or the landlord's representatives fail to offer alternative accommodation themselves.  This cover is a separate benefit provided in addition to (notwithin) the <b>maximum claim limit</b> for <b>contents</b> .	a More than the claim limit (the most we will pay) sum insured shown in the schedule. b Costs arising: i from a prohibition that lasts for less than 24 hours ii after the local authority has lifted the prohibition iii 30 days after the date of the compulsory evacuation.
6 Damage to Downloaded Data  Notwithstanding General Exclusion 9 Cyber and Data, we will pay for damage by any of the cover causes shown on the schedule to non-recoverable data that you, or a member of your family, have legally downloaded.	a More than the claim limit (the most <b>we</b> will pay) sum insured shown in the <b>schedule</b> .      b <b>Damage</b> caused by a <b>virus</b> , <b>hacking</b> , <b>phishing</b> , or <b>denial of service attack</b> .
If you make a claim for downloaded data, we will ask you for proof that you downloaded this data.  This cover is provided within (not in addition to) the maximum claim limit for contents.	
7 Frozen Food Damage to food or drink in any refrigerator or deep-freeze cabinet caused by:  a a rise in temperature b contamination by refrigerant or refrigerant fumes.  This cover is provided within (not in addition to) the maximum claim limit for contents.	<ul> <li>a More than the claim limit (the most we will pay) sum insured shown in the schedule.</li> <li>b Damage caused by: <ul> <li>i your power supply being cut off by the supplier or as a result of an action by the landlord or the landlord's representatives</li> <li>ii a strike, a lockout, or an industrial dispute.</li> </ul> </li> </ul>
8 Glass Breakage Accidental breakage to:	a More than the claim limit (the most <b>we</b> will pay) sum insured shown in the <b>schedule</b> .
a fixed glass in furniture (but not glass in pictures or clocks) b glass shelves c glass tops to furnitured d fixed glass in mirrors e ceramic hobs and ceramic tops in free standing cookers that you or your family own or are legally responsible for in your home.  This cover is provided within (not in addition to) the	b <b>Damage</b> :  i caused by scratching or denting ii occurring when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
maximum claim limit for contents.	
9 Index Linking The maximum claim limit shown for specified personal belongings will be adjusted at monthly intervals in accordance with the published Consumer Durables Index.	We will not reduce these limits if an index value reduces unless you ask us to do so.
12 months after the start date of cover under this <b>policy</b> and at annual intervals thereafter, the monthly premium will be adjusted to take account of the effect of indexation in the preceding 12 months.	

### Optional Extensions to Section 1 – Contents Accidental Damage

This extension is only operative if shown in the **schedule** 

What is insured	What is not insured
Accidental damage occurring during the period of	a Damage:
insurance to your and your family's contents when they are:  a in the buildings of the home, and b in the open but within the boundary of the home.	i by any cause already covered under Cover Causes1-10 or Extensions 1-9 of this section ii to clothing (including furs) iii to money, credit cards, documents, or securities such as share or bond certificates iv to food and drink v to sports equipment when it is being used vi to reeds, strings, or drum skins of musical instruments vii to crowns, caps or fillings in teeth or dentures while being worn viii to contact or corneal lenses
	ix to pedal cycle tyres caused by cuts, bursts, or punctures  x caused by loss in value  xi caused by insects, moths, vermin, parasites, wet or dry rot, fungus, light, atmospheric or climatic conditions  xii happening gradually over a period of time  xiii caused by scratching or denting  xiv caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, or misusing the item  xv when your home is unfurnished or unoccupied  xvi when your home or any part of it is sublet or lived in only by someone who is not a member of your family  xvii caused maliciously by you or your family or by a person lawfully allowed to be in your home  xviiii caused by chewing, scratching, tearing, or fouling by domestic animals or pets  xix caused by electrical or mechanical breakdown xx to any remote-controlled toys such as drones, cars, model airplanes, helicopters, or boats  xxi caused by faulty workmanship or design xxii arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen
	tree has damaged your contents  xxiii that does not arise from one identifiable event which directly and immediately caused the damage  xxiv caused by your power supply being cut off by the supplier or as a result of an action by the landlord orthe landlord's representatives

What is insured	What is not insured
	xxv caused by a strike, a lockout, or an industrial dispute  xxvi caused by rain or water entering the <b>home</b> as a result of faulty workmanship, poor maintenance or wear and tear  xxvii caused by the use of <b>portable heaters</b> xxviii caused by cooking in rooms (this exclusion does not apply to rooms that are fitted and designed as kitchens or in the case of bedsits areas that are specifically designed as a cooking area)
	b <b>Damage</b> to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material where the cost of the claim exceeds £500.

### Optional Extension to Section 1 – Contents Unspecified Personal Belongings

This extension is only operative if shown in the **schedule** 

What is insured	What is not insured
Accidental damage occurring during the period of	a <b>Damage</b> :
	assistance of any kind  xxiv to pedal cycles being used or while practising for racing, pace-making, or testing of any kind
	xxv to pedal cycles <b>you</b> do not keep in <b>your home</b> when not in use

What is insured	What is not insured
what is insured	xxvi to accessories or removable parts of pedal cycles unless they are lost or damaged at the same time and by the same incident as the pedal cycle xxvii to pedal cycle tyres caused by cuts, bursts, or punctures  b Damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless: i the item is kept in a locked covered boot or glove compartment ii all access points to the motor vehicle are closed and locked iii all security systems are activated iv there is evidence that forcible and violent entry took place  c Damage to money, jewellery, credit cards or laptop computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am d Theft or attempted theft of an unattended pedal cycle unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object e Electrical or mechanical breakdown.

# Optional Extension to Section 1 – Contents Specified Personal Belongings This extension is only operative if shown in the **schedule**

What is insured	What is not insured
Accidental damage occurring during the period of insurance to your and your family's:  a personal belongings b high-risk property (individually specified in the schedule) whilst anywhere in Europe.  Cover is also provided anywhere else in the world for up to 60 days in any one 12-month period.	what is not insured  a Damage:  i by any cause already covered under Cover Causes1-10 or Extensions 1-9 of this section ii to sports equipment when it is being used iii to reeds, strings, or drum skins of musical instruments  iv to dentures while being worn v to crowns, caps, or fillings in teeth vi from loss of value vii to any remote-controlled toys, such as
	drones, cars, model airplanes, helicopters, or boats  viii caused by insects, moths, vermin, parasites, wet or dry rot, fungus, light, atmospheric or climatic conditions ix happening gradually over a period of time x caused by scratching or denting xi caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, or misusing the item xii caused by chewing, scratching, tearing, or fouling by domestic animals or pets xiiii caused by the use of portable heaters at your home xiv caused by cooking in rooms at your home (this exclusion does not apply to rooms that are fitted and designed as kitchens or in the case of bedsits areas that are specifically designed as a cooking area)  b Damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless: i the item is kept in a locked covered boot or glove compartment ii all access points to the motor vehicle are closed and locked iii all security systems are activated iv there is evidence that a forced entry took place c Items used for business purposes unless it is a laptop computer and shown in the schedule d Damage to high-risk property or laptop computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am e Electrical or mechanical breakdown f to pedal cycles g to motor vehicles, trailers, caravans, boats or the accessories or associated equipment belonging to any of these

What is insured	What is not insured
	h to mopeds or motorised pedal cycles or pedal cycles that have been fitted with motorised assistance of any kind  i caused by theft or attempted theft from an unlocked hotelroom, motel room, bed-and-breakfast bedroom, or other similar temporary lodgings.

### Optional Extension to Section 1 – Contents Pedal Cycles

This extension is only operative if shown in the **schedule** 

What is insured	What is not insured
Accidental damage to your and your family's pedal cycles (listed in the schedule) occurring during the period of insurance whilst anywhere in Europe.  Cover is also provided anywhere else in the world for up to 60 days in any one 12-month period.	a Theft or attempted theft of an unattended pedal cycle unless the pedal cycle is either: i in a locked building, or ii secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.  b Damage: i to mopeds or motorised pedal cycles or pedal cycles that have been fitted with motorised assistance of any kind ii to pedal cycles being used or while practising for racing, pace-making, or testing of any kind iii to pedal cycles you do not keep at home when not in use iv to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time and by the same incident as the pedal cycle v to pedal cycle tyres caused by cuts, bursts, or punctures vi from loss of value vii caused by insects, moths, vermin, parasites, wet or dry rot, fungus, light, atmospheric or climatic conditions viii happening gradually over a period of time ix caused by scratching or denting x caused by scratching or denting x caused by delaning, washing, restoring, or misusing the cycle xii caused by the use of portable heaters at your home xiii caused by cooking in rooms at your home (this exclusion does not apply to rooms that are fitted and designed as kitchens or in the case of bedsits areas that are specifically designed as a cooking area) c mechanical breakdown.

### Section 1 - Contents

### How we settle your claims

When settling **your** claim, **we** have the following options available to **us** and **we** will decide which is most appropriate.

When **you** make a claim, **we** may ask for evidence that **you** own the item you are claiming for.

### Replacement or repair

We may offer to repair or replace any damage through one of our preferred suppliers, however, should you prefer to use your own supplier you may, providing you agree this with us beforehand. Should you use your own supplier, any payment made would not normally exceed the discounted amount we would have paid our preferred supplier. All our repairs are guaranteed for one year.

### **Payment**

If we decide it is not appropriate to repair or replace your property, we will send you a payment representing:

- a the amount by which the property has gone down in value as a result of the claim, or
- b the estimated cost to repair or replace your property, whichever is the lowest.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay a cash settlement instead, then payment will not exceed the discounted replacement price **we** would normally pay.

### The most we will pay

The most we will pay for any one claim is the maximum claim limit shown in the schedule. For contents, personal belongings, unspecified personal belongings, high-risk property and business equipment, this is also the most we will pay for any one item (except where a single item limit or inner limit is shown in the policy wording or schedule, if lower).

The most  $\mathbf{we}$  will pay under Extension to Section 1 – Contents, extensions 1-8, for any one claim or series of claims arising from one cause is the claim limit shown in the **schedule** (except for **your costs and expenses** if agreed by  $\mathbf{us}$ ).

### Important

Under Section 1 – Contents, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same or nearest equivalent quality and type.

For specified **personal belongings**, **high-risk property** or any other **specified item**, the amount shown on the **schedule** must be enough to replace the item as new.

### Matching pairs or sets

**We** treat each separate item of a matching pair or set, or set of furniture, soft furnishings or other fixtures and fittings which form part of **your contents** as a single item. **We** will only

pay for lost or damaged items. **We** will not pay for the cost of replacing, re-covering or re-modelling undamaged pieces or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design.

If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by this **policy**.

### Matching carpets

If you have a matching carpet or other floor covering in more than one room or area, we treat each room or area as separate. We will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

### Protecting the limits

The **maximum claim limit** under Section 1 – Contents will not be reduced if **you** make a claim.

### Your tenancy agreement

In the event of a claim under Extension 1 Tenants' Responsibility, if we ask **you** for it, **you** must provide **us** with a copy of **your** tenancy agreement with the landlord.

## Section 2 – Occupiers' Liability

This section is only operative if shown in the schedule

### What is insured What is not insured

### Occupiers' Liability

We will pay your costs and expenses, claimants' costs and expenses and damages you or a member of your family legally have to pay for causing accidental:

- a injury, or
- b damage to property

occurring during the period of insurance and arising:

- i from your occupation (but not ownership) of the buildings
- ii in a private role not connected with owning the **buildings**.

#### a The excess

- b **Injury** suffered by **you**, **your family**, or a **domestic employee**
- c **Damage** to **property** owned, leased, let, rented, hired, lent, or entrusted to **you** or **your family**
- d Liability arising out of owning, using, or possessing any:
  - i mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour
  - ii aircraft, except model aircraft that have a wing span of less than 10 feet
  - iii gliders, hang-gliders, and microlights
  - iv hovercraft, boards or any other craft or equipment designed for use in or on water (other than pedestrian-controlled models or toys and hand or foot-propelled boats)
  - v caravans, horse boxes, trailers, or trailer tents
  - vi firearms, except legally held sporting guns used for sporting purposes
  - vii animals (however, **you** are insured for domestic dogs, except those specified under Section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act)
- e Liability arising out of owning or maintaining any lift (other than a stair-lift)
- f **Injury** or **damage** arising from:
  - i a direct or indirect result of an assault or alleged assault
  - ii any deliberate, criminal, or malicious act iii hunting or racing of any kind, except on foot iv **your** business, trade, profession, or employment
- g Any claim where **you** would be entitled to be paid under any other policy if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy
- h Liability arising from any disease or virus that **you** pass onto another person
- Any liability you have under a contract, unless you would have had that liability without the contract
- Any action for damages brought in a court outside the **territorial limits**
- k Any amount above the maximum claim limit shown in the schedule for any one claim or series of claims arising from one cause (except for your costs and expenses if agreed by us).