Index

This is your Overseas Household Insurance policy document.

If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

		Page
Index	A guide to this document	1
The contract of insurance	Details of the contract between you and us	2
Definitions	The meaning of certain words and phrases	4
General conditions	Certain conditions that you must keep to	6
General exclusions	Restrictions which apply to your insurance	8
Claims conditions	Claims conditions that you must keep to	10
Section one: Buildings	Insured events	12
	Extra benefits included with buildings	14
	Settling claims	16
Section two: Contents	Insured events	17
	Extra benefits included with contents	
	Settling claims	21
Section three: Liability to staff	Accidents to domestic staff	22
Section four: Public liability	Legal liability to the public	23
Section five: Personal Items	Valuables and personal possessions	25
	Settling claims	
How to complain		27

The contract of insurance

This policy, the **schedule** and any endorsements form a legally binding contract of insurance between **you** and **us** and should be read as one document to avoid misunderstanding. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us in your proposal or statement of fact. You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete. This insurance covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Please check that the contract is suitable for your needs.

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, the law applying to this contract is English law.

E U Disclosure Clause UK

ONLY APPLICABLE TO PRIVATE INDIVIDUALS AND SOLE TRADERS, WHERE THERE IS A LLOYD'S PARTICIPATION IN THE INSURANCE PLACEMENT.

Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be the subject of English Law.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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.

The Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if we are unable to meet our liabilities under this contract of insurance. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the FSCS at their website www.fscs.org.uk.

Several Liability Notice

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.

This policy is underwritten by Novae Syndicates Limited who manages Syndicate 2007 at Lloyd's. Novae Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our registration number is 204888.

Signed for and on behalf of Novae Syndicates Limited

Arranged by HOLMAN UNDERWRITING

GBeaument.

(a division of John Holman & Sons Ltd)
1st floor, Royal Exchange, London, EC3V 3LN

Definitions

The following words or phrases have the same meaning whenever they appear in this policy. These words are in bold.

You / your / insured The person or persons named in the schedule and all members of their family

who permanently live with them.

We / us / our The Underwriters at Lloyd's (either individual or corporate) who have a share

in this insurance.

Broker The insurance broker who placed this insurance on your behalf.

Schedule The **schedule** is part of this insurance and contains details of **you**, the

premises, the sums insured, the period of insurance and the sections of this

insurance which apply.

Endorsement A change in the terms and conditions of this insurance.

Period of insurance The length of time for which this insurance is in force, as shown in the

schedule and for which you have paid and we have accepted a premium.

Standard construction Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or

concrete.

• The home and its decorations;

• fixtures and fittings attached to the **home**;

 permanently installed swimming pools and associated pumphouse and pumps and filtration unit, tennis courts, drives, patios and terraces, walls,

gates and fences and fixed fuel tanks

you own or for which you are legally liable within the **premises** named in the schedule.

Soncau

Premises The address which is named in the **schedule**.

Home The private dwelling of standard construction and the garages and

outbuildings used for domestic purposes at the **premises** shown 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;

 radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home** provided a separate sum insured has been shown on the **schedule**;

• personal computers used for leisure purposes only and permanently kept at the **premises**;

- money, credit cards, negotiable documents or coins or stamps not forming part of a coin collection or stamp collection up to £100 in total;
- deeds and registered bonds and other personal documents up to £250 in total:
- stamps or coins forming part of a collection up to £250 in total;

- gold, silver, gold and silver plated articles, jewellery and furs up to £500 or 10% of the sum insured for contents whichever is less, within the private dwelling;
- domestic oil in fixed fuel oil tanks up to £500;
- household goods and personal property in the open within the boundary of the premises, up to £500.

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 other than for the purpose
 of the home being lent, let or sub-let;
- any property insured under any other insurance.

Bodily injury

Bodily injury includes death or disease.

Valuables

- · Jewellery;
- furs.

Personal possessions

Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to **you**.

Personal possessions does NOT include:

- money and credit cards;
- · pedal cycles.

Money

- Current legal tender, cheques, postal and money orders;
- postage stamps not forming part of a stamp collection;
- travellers' cheques

all held for private or domestic purposes.

Credit cards

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

Occupant

An authorised person or persons in the **home** overnight.

Europe

Europe will include:

all Mediterranean Islands;

all countries with a Mediterranean shoreline;

the Canary Islands;

Madeira

and journeys between these countries.

Territorial Addendum

Additional wording in respect of requirements laid down by the government of the country in which the **premises** are located, and to be read along with **your** main certificate wording.

General Conditions applicable to the whole of this insurance

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

Your duties

- 1. You must ensure that all physical 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 become invalid in respect of loss or damage resulting from unauthorised entry.

- 2. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- 3. You must tell your broker before you start any conversions, extensions or other structural work to the buildings. When we receive this notice, we have the option to change the conditions of this insurance.

If **you** fail to comply with the duties shown in 2 and 3 above, this insurance may become invalid and your claim will not be paid.

Adequacy of Sum Insured

We would remind you that it remains your responsibility to ensure Sums Insured are adequate.

Alarm clause

Only applicable if **we** have stipulated that an alarm be fitted.

This insurance does not cover theft:

- when you have left the premises without an occupant, or
- overnight

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 throughout the **period of insurance** under a maintenance contract with the installing company.

Cancellation clause

- 1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
- 2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.
- 3. **Your** right to change **your** mind:

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. However, there will be no return of premium where a claim is paid within the terms and conditions of the policy.

You may cancel this insurance after the withdrawal period by giving **us** notice in writing **We** will make a charge equal to the period of cover **you** have had, but this charge will be subject to a minimum amount of £25 + Taxes & Parafiscal Charges, however there will be no return of premium where a claim is paid within the terms and conditions of the policy.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- 2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War and Civil War Exclusion

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

c) Date Change Exclusion

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly any date change to the year 2000 or any other date change

d) Unoccupancy Exclusion

- 1. If **you** leave the **home** without an **occupant** for more than 30 consecutive days **we** will not pay:
 - the first £150 of any claim under Section one (Buildings) and Section two (Contents) in respect of the following:
 - storm, weight of snow, escape of water from and frost damage to fixed water tanks, apparatus or pipes, theft or attempted theft, any person acting maliciously
 - for loss or damage to valuables
- for loss or damage directly caused by escape of water if you leave the home without an
 occupant for more than 14 consecutive days unless the water has been turned off at the mains
 and the system drained down or the central heating system be in operation controlled by a
 thermostat set not lower than 60 degrees Fahrenheit/16 degrees Celsius.

e) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Exclusions applicable to the whole of this insurance (continued)

f) Biological and Chemical Contamination Clause

We will not pay for

- 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2. any legal liability of whatsoever nature;
- 3. death or injury to any person;
- 4. 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.

g) Terrorism

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this insurance an act of terrorism means an act, including but not limited to the use of force or violence and/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 and/or to put the public, or any section of the public, in fear.

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

h) Existing and Deliberate Loss/ Damage

We will not pay for loss or damage

- * occurring before cover starts or arising from an event before cover starts
- * caused deliberately by you or any permanent member of your home

i) 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 contract of insurance.

i) Sonic boom

We will not pay for direct or indirect loss or damage caused by pressure waves from aircraft and other flying objects at or above the speed of sound.

k) Loss of value

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

General Exclusions applicable to the whole of this insurance (continued)

I) Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause

m) Electronic Data Exclusion Clause (this does not apply to other than Section Five (valuables and personal possessions)

We will not pay for

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 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;
- The failure of any equipment to correctly recognise the date or change of 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.

Claims Conditions applicable to the whole of this insurance

Your duties

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

- 1. **you** must notify **your broker** within 30 days of discovery giving full details of what has happened
- 2. **you** must provide **your broker** with written details of what has happened within 30 days of **you** notifying **us** and provide any other information **we** may reasonably require
- 3. **you** must immediately forward to **your broker**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive
- 4. **you** must not admit liability or offer or agree to settle any claim without **our** written permission
- 5. **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or the loss of property.

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

How we deal with your claim

1. Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in your name;
- take any action we consider necessary to enforce your rights or our rights under this insurance.
- 2. If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:
 - refuse to pay any claim or claims, if your carelessness causes us to provide you with insurance cover which we would not otherwise have offered; or
 - only pay a proportion of the claim if we would have charged more for your insurance.

If we establish that you deliberately or recklessly provided us with false information we may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

3. 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 except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

DECEMBER 2015 (v March 16)

This clause does not apply to fatal injury (Section two (Contents) – G).

Claims Conditions applicable to the whole of this insurance

(continued)

4. Fraudulent claims

You must not act in a fraudulent way. If you or anyone acting for you:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which you knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums you have paid; and
- · may inform the Police.

Buildings

Wh	at is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by:		We will not pay:
1.	fire, lightning, explosion	
2.	aircraft and other flying devices or items dropped from them	
3.	earthquake	a) for loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences b) the first £100 of every claim
4.	storm or weight of snow	a) for loss or damage caused by subsidence, heave or landslip or flood b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools and associated pumphouse and pumps and filtration unit, tennis courts, drives, patios and terraces, walls, gates, fences and garages and outbuildings that are not of standard construction c) the first £50 of every claim
5.	escape of water from and frost damage to fixed water tanks, apparatus or pipes	 a) for loss or damage caused by subsidence, heave or landslip or flood b) for loss or damage to domestic fixed fuel oil tanks and swimming pools and associated pumphouse and pumps and filtration unit, garages and outbuildings that are not of standard construction c) the first £50 of every claim d) for loss or damage while the buildings are not furnished enough to be normally lived in e) for loss or damage due to wear and tear, rot of any kind or any gradually operating cause
6.	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) for loss or damage caused by subsidence, heave or landslip or flood b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship d) for loss or damage while the buildings are not furnished enough to be normally lived in

Buildings (continued)

Wh	at is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by:		We will not pay:
7.	theft or attempted theft	 a) for loss or damage while the home is not furnished enough to be normally lived in b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry
8.	collision by any vehicle or animal	
9.	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss or damage while the buildings are not furnished enough to be normally lived in
10.	breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11.	falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage caused to gates and fences
12.	if your buildings are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in your home , we will pay the cost of removing and replacing any other part of your buildings necessary to find and repair the source of the leak and making good	any amount over £5,000 in total for any one event

Buildings (continued)

What is covered	What is not covered	
This section of the insurance also covers:	We will not pay:	
 A) the cost of repairing accidental damage to: domestic oil pipes underground water supply pipes underground gas pipes underground cables septic tanks and underground sewers extending from the buildings to the public mains which you are legally liable for 	a) for loss or damage due to wear and tear or any gradually operating cause b) for the cost of clearing any blockage	
Ioss of rent due to you which you are unable to recover or 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 (Buildings)	any amount over 10% of the sum insured for the buildings damaged or destroyed	
C) expenses you have to pay and which we have agreed in writing for: • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the buildings • costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section one (Buildings)	 a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if government or local authority requirements have been served on you before the loss or damage 	
D) expenses you have to pay in respect of fire brigade charges for which you are liable to pay following attendance by the fire brigade at the premises shown in the schedule , following loss or damage to the buildings which is covered under Section one (Buildings)	more than £750 in any period of insurance . If you claim for such loss under Section one (Buildings) and Section two (Contents), we will not pay more than £750 in total	
E) expenses to travel to and return from the premises insured specified in the schedule following loss or damage caused by any of the perils covered	 a) expenses to travel if the buildings are able to be lived in b) any amount greater than an economy class fare c) any amount greater than £750 in all during the period of insurance 	

Buildings (continued)

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

What is covered

Flood

What is not covered

We will not pay:

- a) for loss or damage caused by subsidence, heave or landslip
- for loss or damage to domestic fixed fuel oil tanks and swimming pools and associated pumphouse and pumps and filtration unit, tennis courts, drives, patios, terraces, walls, gates, fences and outbuildings, and garages not of standard construction
- c) the first £50 of every claim

Buildings (continued)

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 (**Buildings**), **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 sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form; and
 - the damage has been repaired or the loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

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

Your sum insured

- 3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 4. If **you** are under-insured, which means the cost or rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum 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 sum insured for each **premises** shown in the **schedule**.

Contents

What is covered		What is not covered
This insurance covers the contents for loss or damage directly caused by:		We will not pay:
1.	fire, lightning, explosion	
2.	aircraft and other flying devices or items dropped from them	
3	earthquake	the first £100 of every claim
4.	storm or weight of snow	 a) for loss or damage caused by subsidence, heave or landslip or flood b) for loss or damage to contents of garages and outbuildings that are not of standard construction c) the first £50 of every claim
5.	escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip or flood b) the first £50 of every claim
6.	escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	 a) for loss or damage caused by subsidence, heave or landslip or flood b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship
7.	theft or attempted theft	 a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry b) any amount over £750 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
8.	collision by any vehicle or animal	
9.	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
10.	falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premisesb) for loss or damage to gates and fences

Contents (continued)

What is covered

This section of the insurance also covers:

- A) accidental breakage of:
 - fixed glass and double glazing
 - sanitaryware

forming part of the **buildings** which **you** are legally responsible for and do not have other insurance for

- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs
- B) the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:
 - (i) any of the events insured under numbers 1 to 9 in Section two (Contents) while the contents are:
 - in any occupied private dwelling
 - in any building where you are living or working
 - in any building for valuation, cleaning or repair
 - in any furniture store
 - in any bank or safe deposit
 - (ii) fire, lightning, explosion, aircraft and other flying devices or items dropped from them, earthquake, theft or attempted theft while the **contents** are being moved to **your** new home or to or from any bank, safe deposit or furniture store
 - (iii) fire, lightning, explosion, aircraft and other flying devices or items dropped from them or earthquake while the **contents** are elsewhere

What is not covered

We will not pay:

- for the cost of repairing, removing or replacing frames
- for accidental breakage of mirrors, glass tops and fixed glass in furniture or ceramic hobs, while the **home** is lent, let or sublet
- a) for **contents** outside the country in which the **premises** are situated
- b) for money or credit cards
- any amount over 20% of the sum insured under Section two (Contents) for contents in a furniture store

 up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under Section two (Contents) any amount over 10% of the sum insured under Section two (**Contents**) for the **contents** of the **buildings** damaged or destroyed

 costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under Section two (Contents) any amount over 10% of the sum insured under Section two (**Contents**) for the **contents** of the **buildings** damaged or destroyed

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers:	We will not pay:
E) your legal liability as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section two	 a) any amount over 10% of the sum insured under Section two (Contents) for the contents of the buildings damaged or destroyed
(Contents)	 for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings
	 for loss or damage arising from subsidence, heave or landslip
	 d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
	e) for loss or damage while the buildings are not furnished enough to be normally lived in
	the first £50 of every loss caused by storm or escape of water from fixed water tanks, apparatus or pipes
the costs of repairing accidental damage to domestic oil pipes	a) for loss or damage due to wear and tear or any gradually operating cause
underground water supply pipesunderground gas pipes	b) the first £50 of every claim
underground gas pipesunderground cablesseptic tanks and underground sewers	c) any amount over 10% of the sum insured for contents in any period of insurance
extending from the buildings to the public mains	d) the cost of unblocking pipes
which you are legally liable for as tenant only	
 G) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: £10,000 for each insured person over sixteen years of age £5,000 for each insured person under sixteen years of age at the time of death 	
 costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft of your keys 	any amount over £250 in total

Contents (continued)

What is covered

This section of the insurance also covers:

 loss or damage to video cameras, portable/mobile telephones, car radios/stereos, portable/mobile items of stereo equipment, and other computer items of a portable nature

What is not covered

We will not pay:

any amount for loss or damage unless the **premises** insured has been declared **your** permanent **home**

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

What is covered

This extension covers the following:

Flood

What is not covered

We will not pay:

- for loss or damage caused by subsidence, heave or landslip
- for loss or damage caused to contents of outbuildings and garages not of standard construction
- c) the first £50 of every claim

Contents (continued)

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 (**Contents**).

For total loss or destruction of any article, **we** will pay **you** an amount reflecting the type, condition and age of the article lost or destroyed.

- 2. For total loss or destruction of any article up to three years old, **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
 - you have paid or we have authorised the cost of replacement.
- 3. **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.

The above basis of settlement will not apply to:

- clothes
- household linen

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

- 4. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 5. 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** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum 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.

Limit of insurance

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

Section three

Accidents to Domestic Staff

What is covered

We will indemnify you:

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in **Europe** to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

What is not covered

We will not indemnify you:

for bodily injury arising directly or indirectly

- from any vehicle used for racing, pace-making or speed testing
- from any communicable disease or condition

Limit of insurance

We will not pay more than £1,000,000 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.

Section four

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section one (**Buildings**) or the **contents** are insured under Section two (**Contents**) of this insurance.

This section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under (i) below:
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under (i) and (ii) below;
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under (i) and (ii) below.

What is covered

We will indemnify you:

- (i) as owner or occupier 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**

What is not covered

We will not indemnify you for any liability

- a) for **bodily injury** to:
 - you
 - any other permanent member of the home
 - any person who at the time of sustaining such injury is engaged in your service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition
- for **bodily injury** under (ii) unless the **property** has been designated as **your** permanent residence
- 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) for damage to property under (ii) unless the property has been designated as your permanent residence
- f) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of** insurance
- arising directly or indirectly out of any profession, occupation, business or employment other than for the purpose of the **home** being lent, let or sub-let
- h) which **you** have assumed under contract and which would not otherwise have attached

(Exclusions continued over the page)

Section four

Legal Liability to the Public (continued)

What is covered

What is not covered

- arising out of your ownership, possession or use of:
 - i) any motorised or horse-drawn vehicle other than:
 - domestic gardening equipment used within the **premises** and
 - pedestrian controlled gardening equipment used elsewhere if the property has been designated as your permanent residence
 - ii) any power-operated lift
 - ii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs
- j) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule and
 - reported to us not later than 30 days from the end of the period of insurance in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- arising out of your ownership, occupation, possession or use of any land or building that is not within the premises
- if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
- m) arising out of any criminal or violent act to another person

Limit of insurance

We will not pay:

- in respect of pollution and/or contamination more than the amount stated in the **schedule** in all;
- in respect of other liability covered under Section four (Legal Liability to the Public) more than £1,000,000 or as stated in the **schedule** 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.

Section five

Valuables and Personal Possessions

What is covered

This insurance covers:

valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the territorial limits shown in the schedule

What is not covered

We will not pay:

- for damage caused by moth, vermin, wear and tear or any gradually operating cause
- for damage from electrical or mechanical faults or breakdown
- c) any amount over £1,000 for any one item (including articles forming a pair or set) unless otherwise stated in the **schedule** or the specifications(s) attached to the **schedule**
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst 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 any loss of or damage to contact, corneal or micro-corneal lenses
- h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
- i) the first £50 of every claim in respect of unspecified items
- for mobile telephones and computer equipment and video cameras unless otherwise stated in the specification(s) attached to the **schedule**
- any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised person
- any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

Section five

Valuables and Personal Possessions (continued)

Conditions that apply to Section five (Valuables and Personal Possessions) only

Settling claims

How we deal with your claim

1. If you claim for loss or damage to valuables and personal possessions, we will at our option repair, replace or pay for any article covered under Section five (Valuables and Personal Possessions).

For total loss or destruction of any article, **we** will pay **you** an amount reflecting the type, condition and age of the article lost or destroyed.

- 2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:
 - we will not pay for the cost of replacing any undamaged article forming part of such pair or set;
 - we will not pay more than a proportion of the insured value of such pair or set.

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example, if **your** sum 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.

However, if **personal possessions** are lost or damaged away from the **home**, **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

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

How to complain

We aim to offer a first class service. However, if you need to complain:

- Contact **your** insurance adviser who will be pleased to help **you**.
- If after contacting **your** insurance adviser or the claims handler **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to The Compliance Department, Novae Syndicates Limited, 21 Lombard Street, London, EC3V 9AH, e-mail <u>complaints@novae.com</u>, or to the Complaints team at Lloyd's.

Their address is:

Complaints Lloyd's One Lime Street London EC3M 7HA

Tel No: 020 7327 5693 Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

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

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:-

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

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk.

Website: www.financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.