



Resilets Insurance



Thank you for choosing Equity Red Star for your household insurance.

This document and the schedule set out what is and what is not covered, together with the sums insured and any special terms that may apply. They both form the contract of insurance between you and us and should be read together.

Please check that they meet your needs and that you understand them.

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

We aim to provide a first-class service.

However, if you need to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

- ***If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star.***
The address is:

***52 Leadenhall Street
London
EC3A 2BJ.***

Please include your certificate number, which is shown on the schedule.

- ***After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case.***

The address is:

***Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA.
Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com***

- ***Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).***
The address is:

***The Financial Ombudsman Service
South Quay Plaza II
183 Marsh Wall
London
E14 9SR.***

(These procedures do not affect your right to take legal action if necessary.)

Financial Services Compensation Scheme (FSCS)

If Equity Red Star is not able to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be met. You can get more information from us or the Financial Services Authority, or by visiting the FSCS website at www.fscs.org.uk.

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority.



The contract of insurance

This document, the schedule and any endorsements form a legally binding contract of insurance between you and us.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

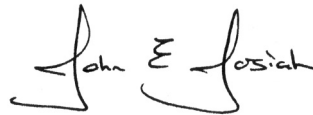
The contract is based on the information you provided in your proposal or statement of insurance. The insurance provided by this document covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

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

A person who is not directly involved in 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.

Signed for and on behalf of
EQUITY RED STAR

A handwritten signature in black ink, appearing to read "John E. Josiah". The signature is written in a cursive style with a large initial 'J' and 'S'.

Underwriter

	Page
The contract of insurance	Details of the contract between you and us.....1
Index	A guide to this document2
Definitions	The meaning of certain words and phrases.....3
Section one: Buildings	Insured events5
	Extra benefits included with buildings7
	Settling claims9
	Buildings liability - as the owner of the private residence10
	Buildings liability - as the owner of previous private residences.....11
Section two: Contents	Insured events.....12
	Extra benefits included with contents13
	Settling claims.....14
	Contents liability - accidents to domestic employees15
General exclusions	Restrictions which apply to your insurance.....16
General conditions	Certain conditions that you must keep to17
Endorsements	Changes to the terms of this insurance.....20

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Buildings

The structure of the **private residence**, garages and outbuildings (but not a caravan or mobile home), greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and **your** fixtures and fittings.

Carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £5,000 in total.

The **private residence** (unless **we** describe it differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

Contents

Household furniture, carpets, curtains and appliances which belong to **you** or for which **you** are legally responsible.

Contents do not include **your** fixtures and fittings or property belonging to **your tenant or tenants**.

Your contents are not covered if the **private residence** is being lived in by **tenant or tenants** in: category 2, category 3 or category 4.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

Private residence

The living accommodation at the address shown on the schedule, lived in as an individual house, apartment(s) or flat(s).

Tenant and Tenants

Any person or people paying rent to **you** under a tenancy agreement for at least six months'.

Categories of **tenant or tenants**

Category 1 - Private

A person or people who are in full- or part-time employment, self-employed, retired, or unemployed because of a disability.

Category 2 - Student

A person or people who are in full- or part-time education at a university, college, or teaching establishment.

Category 3 - Tenant on benefits living permanently in the UK

A person or people who live in the **private residence** as accommodation arranged by a government department or local council, as long as the tenancy agreement is between **your tenant or tenants** and **you**, or **your** appointed letting agent.

Category 4 - Asylum seeker

A refugee or refugees as defined by Article 1 of the 1951 Refugee Convention, who have been granted refugee status by the national authorities.

The schedule will show which category this insurance has been issued for.

Definitions (continued)

United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where the **private residence** has been left without **tenants** for more than 30 days in a row.

We, us, our

The insurer named on the schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share.

You can ask **us** for the names of the underwriters and the share of the risk each has taken on.

Workforce

Your employees.

You, your

The person or people named on the schedule, or the directors or partners of the business named on the schedule.

Section one: Buildings

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your buildings** during the **period of insurance** caused by the following events.

What is covered	What is not covered
Insured events	We will not pay the first amount of every claim (except for insured event 14) if the private residence is lived in partly or totally by tenants in the following categories:
	Category 1 (Private) - £100 Category 2 (Student) - £125 Category 3 (Tenant on benefits) - £150 Category 4 (Asylum seeker) - £250
1 Fire and smoke.	
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Aircraft and other flying objects or anything dropped from them.	
6 Riot.	<ul style="list-style-type: none"> ■ Loss or damage while the private residence is unoccupied.
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> ■ Loss or damage caused by pets; ■ Loss or damage caused to: <ul style="list-style-type: none"> – paths or drives by the weight of any vehicle; or – roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> ■ Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
9 Falling trees or branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> ■ Loss or damage: <ul style="list-style-type: none"> – to hedges, fences and gates; or – caused by cutting down or trimming trees or branches.
10 Theft or attempted theft.	<ul style="list-style-type: none"> ■ Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied, unless there has been forced and violent entry into or exit out of the private residence; or – caused by you, your workforce or your tenant or tenants.
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> ■ Loss or damage: <ul style="list-style-type: none"> – while the private residence is unoccupied; – caused by you; or – any amount over £5,000 caused by your tenant or tenants.
12 Flood.	<ul style="list-style-type: none"> ■ Loss or damage caused by: <ul style="list-style-type: none"> – frost; – subsidence, heave or landslip; or – caused by rising ground-water levels. ■ Loss or damage to: <ul style="list-style-type: none"> – swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or – radio or television aerials, fixed satellite dishes, their fittings or masts.

continued on page 6

Section one: Buildings (continued)

What is covered

13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

14 Subsidence or heave of the site on which **your buildings** stand, or landslip.

15 Storm.

What is not covered

- Loss or damage while the **private residence** is **unoccupied**.
- Loss or damage caused by:
 - subsidence, heave or landslip;
 - faulty workmanship; or
 - chemicals or a chemical reaction.
- Loss or damage:
 - to fixed domestic oil tanks, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **private residence** is damaged at the same time and by the same cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause; or
 - **your buildings** if the loss or damage is covered by law.
- The first £1,000 of every claim.

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip; or
 - rising ground-water levels.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or
 - to radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra benefits included with buildings

We will also cover the following.

What is covered

1 Accidental breakage

- Accidental breakage of fixed glass forming part of **your buildings** (including the cost of necessary boarding up before replacing broken glass).
- Accidental breakage of fixed sanitary fittings.
- Accidental breakage of ceramic glass in cooker hobs of built-in units.
- Accidental breakage of fixed solar panels forming part of **your buildings**.

2 Loss of rent

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under section one: Buildings, **we** will pay the rent **you** would have received from existing **tenant or tenants** if the **private residence** could have been lived in.

You may only claim this benefit under one section of this document.

3 Selling the private residence

If **you** sell the **private residence**, from the date **you** exchange contracts **we** will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

4 Metered water

Metered water accidentally leaking following an insured event.

Up to £1000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

You may only claim this benefit under one section of this document.

What is not covered

- **We** will not pay the first amount of every claim if the **private residence** is lived in partly or totally by **tenants** in the following categories (other than Extra benefits 4 and 5).

Category 1 (Private) - £100

Category 2 (Student) - £125

Category 3 (Tenants on benefits) - £150

Category 4 (Asylum seeker) - £250

- Damage while the **private residence** is **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

- Any amount over 20% of the sum insured for **buildings** for any one claim.
- Loss of rent:
 - if the **private residence** was **unoccupied** immediately before the insured event;
 - arising from **your tenant or tenants** leaving the **private residence** without giving notice to **you** or **your** letting agents; or
 - after the **private residence** can be lived in again.
- Rent which is unpaid at the time of the loss or damage.
- Costs, fees or charges **you** have to pay to **your** letting agents.

- Any claim for loss or damage to **your buildings** if the buyer is insured under any other insurance.

- The first £100 of every claim.

continued on page 8

What is covered

5 Accidental damage to underground cables, pipes and tanks

We will pay for **accidental damage** to underground cables, pipes and tanks serving the **private residence** for which **you** are legally responsible.

6 Building fees and the cost of removing debris

- After a claim, which is covered by an insured event under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.
- The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

What is not covered

- The first £100 of every claim.
 - Damage while the **private residence** is **unoccupied**.
 - The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
 - Damage caused by subsidence or heave of the land, or landslip.
-
- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened; or
 - for making the site stable.
 - Any amount over 12.5% of the sum insured for **buildings** for any one claim.

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild **your buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **private residence** immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines, or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under section one: Buildings is the sum insured for **buildings** shown on the schedule, adjusted in line with index-linking. This includes the extra expenses and fees listed under Extra benefit 6 'Building fees and the cost of removing debris' in section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** and **your tenant or tenants** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

Index-linking

The sum insured will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** and **your tenant or tenants** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Buildings liability

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as the owner of private residence

We will insure **your** liability as owner to pay for accidents happening in and around the **private residence** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you** or **your workforce**; or
- loss or damage to property which **you** or **your workforce** do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

You are not covered for liability arising:

- as the occupier of the **private residence**;
 - from any agreement or contract unless **you** would have been legally liable anyway;
 - from criminal acts;
 - as a result of an assault, alleged assault or a deliberate or malicious act;
 - from owning or occupying any land or buildings, other than the **private residence**;
 - where **you** are entitled to cover from another source;
 - from any profession, trade or business;
 - from paragliding or parascending;
 - from any infectious disease or condition; or
- from **you, your workforce** or **your tenant or tenants** owning or using any:
- power-operated lift;
 - electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - caravans or trailers;
 - animals other than **your** pets;
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

You are not covered for liability arising from the following.

- Liquidated damages
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.
- Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

continued on page 11

Buildings liability (continued)

What is covered

Liability as the owner of the private residence (continued)

Liability as the owner of your previous homes

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **private residence** which **you** owned, for accidents happening in and around that **private residence** which result in:

- bodily injury to any person other than **you** or **your workforce**; or
- loss or damage to property which **you** or **your workforce** do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered (continued)

You are not covered for liability arising from the following.

- Aggravated damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
- Multiplying compensatory damages
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

You are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or the **private residence** was sold;
- from any cause for which **you** or **your workforce** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault; or
- where a more recent insurance covers the liability.

Section two: Contents

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your contents** during the **period of insurance** caused by the following events.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp posts.
- 10 Theft or attempted theft.
- 11 Malicious acts or vandalism.
- 12 Flood.
- 13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

What is not covered

The first £100 of every claim under insured events 1 to 15.

- Loss or damage caused by pets.
- Loss or damage caused by cutting down or trimming trees or branches.
- Loss or damage:
 - while the **private residence** is **unoccupied**, unless there has been forced and violent entry into or exit out of the **private residence**; or
 - caused by **you, your workforce or your tenant or tenants**.
- Loss or damage:
 - while the **private residence** is **unoccupied**;
 - caused by **you or your workforce**; or
 - any amount over £5,000 caused by **your tenant or tenants**.
- Loss or damage caused by:
 - frost; or
 - rising ground-water levels.
- Loss or damage:
 - to property outside the **private residence**.
- Loss or damage:
 - while the **private residence** is **unoccupied**;
 - caused by faulty workmanship;
 - to free-standing hot tubs, jacuzzis or spas;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- The cost of the water or oil.

continued on page 13

Section two: Contents (continued)

What is covered	What is not covered
Insured events	The first £100 of every claim under insured events 1 to 15.
14 Subsidence or heave of the site on which your buildings stand, or landslip.	<ul style="list-style-type: none"> ■ Loss or damage caused by: <ul style="list-style-type: none"> – coastal or river erosion; – new structures bedding down, settling, expanding or shrinking; – newly made-up (surfaced) ground settling; – faulty design, workmanship or materials; – construction work or repairing, demolishing or altering your buildings; or – solid floors moving, unless the foundations beneath the supporting walls of the private residence are damaged at the same time and by the same cause.
15 Storm.	<ul style="list-style-type: none"> ■ Loss or damage: <ul style="list-style-type: none"> – caused by frost; or – to property outside the private residence.
<h3>Extra benefits included with contents</h3>	
What is covered	What is not covered
1 Accidental breakage Accidental breakage of: <ul style="list-style-type: none"> ■ glass tops and fixed glass in furniture; ■ ceramic glass in cooker hobs; and ■ mirrors. 	<ul style="list-style-type: none"> ■ The first £100 of every claim. ■ Damage while the private residence is unoccupied. ■ Damage caused by chewing, tearing, scratching or fouling by pets. ■ The cost of repairing, removing or replacing frames.
2 Loss of rent While the private residence cannot be lived in as a result of loss or damage covered by an event insured under section two: Contents, we will pay the rent you would have received from existing tenant or tenants if the private residence could have been lived in. You may only claim this benefit under one section of this document.	<ul style="list-style-type: none"> ■ Any amount over 20% of the sum insured for contents for any one claim. ■ Loss of rent: <ul style="list-style-type: none"> – if the private residence was unoccupied immediately before the insured event; – arising from your tenant or tenants leaving the private residence without giving notice to you or your letting agents; or – after the private residence can be lived in again; or – which is unpaid at the time of the loss or damage. ■ Costs, fees or charges you have to pay to your letting agents.
3 Metered water Metered water accidentally leaking following an insured event. Up to £1000 in any period of insurance for charges you have to pay to your water provider. You may only claim this benefit under one section of this document.	<ul style="list-style-type: none"> ■ The first £100 of every claim.

Settling claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under section two: Contents is the sum insured for **contents** shown on the schedule, plus any index-linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** and **your tenant or tenants** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index-linking

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts and guarantees.

Contents liability

For the purpose of this section, bodily injury will include death and disease.

What is covered

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **private residence**.

We will pay up to £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

- Bodily injury arising from any infectious disease or condition.

General exclusions

This insurance does not cover:

- direct or indirect loss or damage to any property;
 - any legal liability;
 - costs and expenses; or
 - death or injury to any person;
- caused by, contributed to or arising from the following.

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 9 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

General conditions

1 Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of the **private residence**, including all locks and alarm systems, are kept in working order and are working whenever **you** or the **tenants** are not living in the **private residence**. If **you** do not do this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.

2 Telling us about a change

You must tell **us** as soon as possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** about the following if **you**:

- a plan to convert or extend **your buildings**;
- b buy new furniture because the sum insured for contents may need to be increased (please read how **we** settle claims under section two: Contents);
- c change **your** address;
- d change how the **private residence** is used (for example, start a business or change the category of tenant.)

You must tell **us** immediately if the **private residence** becomes occupied or **unoccupied**. **We** may adjust the premium if necessary.

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** in writing as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **private residence**.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without our written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at our own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

continued on page 18

General conditions (continued)

6 Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to.

When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

7 Cancellation

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.

We will make a charge equal to the period of cover **you** have had, but this charge will be at least £25 plus the Insurance Premium Tax (IPT).

Cancellation after the withdrawal period

You may cancel this insurance after the withdrawal period by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim within the **period of insurance**).

We may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9 More than one private residence

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

10 Payment by instalments

If **you** have agreed to pay **your** premium by instalments, the following will apply.

- If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 14 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 14 days, **we** will cancel the remaining cover under this insurance by sending **you** 14 days' notice, as shown in general condition 7. **We** will then send **you** confirmation of the cancellation.
- If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.
- If **we** owe **you** any premium, the amount **we** owe may be taken off the instalments due for the year.

continued on page 19

General conditions (continued)

11 Regulations and conditions for rented accommodation

You must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens, **we** may decide not to pay the claim.

You or an authorised person must inspect the inside and outside of the **private residence** at least once every six months.

If the **private residence** is lived in by category 2, category 3 or category 4 **tenants**, the following conditions will apply on top of those shown in the document, or **we** may decide not to pay a claim.

- A. The bedrooms must not be used for cooking food, other than for making tea and coffee.
- B. The bedrooms must not be heated by portable heaters, other than electrically-powered or convector heaters.
- C. All rubbish stored in the **private residence** must be removed each week.

12 Flat roof inspection condition

All flat roof sections of the **private residence** must be inspected and tested at least once every two years by a qualified, independent building and roofing contractor. **You** or **your** letting agent must be able to give **us** a valid certificate or written report signed by the contractor confirming the roof section is in a weatherproof condition.

If **you** do not keep to this, **we** may decide not to pay a claim.

Endorsements

An endorsement only applies if the endorsement's number is shown on the schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with the schedule.

The general terms, exclusions and conditions apply to all endorsements.

Endorsement number H1 – Other interest

The name shown on the schedule has a financial interest in **your buildings**.

Endorsement number H7 – Excess clause (Buildings)

We will not pay the first amount shown on the schedule for any claim under section one: Buildings.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H8 – Unoccupancy

The 30-day limit does not apply and the following terms do apply.

While the **private residence** is **unoccupied**:

- during the period from November to March all main supplies must be turned off and the water and central heating systems must be drained, unless the central-heating system is kept running to maintain a minimum temperature of 15°C throughout the **private residence**;
- **you**, or an authorised person, must inspect the inside of the **private residence** every seven days;
- theft or attempted theft will not be covered unless there has been a forced and violent entry into or exit from the **private residence**; and
- the Accidental breakage extension of section one: Buildings is deleted.

We will not pay the first £250 of every claim.

Endorsement number H14 – Excess clause (Contents)

We will not pay the first amount shown on the schedule for any claim under section two: Contents.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H27 – Subsidence, heave or landslip clause

Insured event 14 in section one: Buildings and section two: Contents is deleted.

Endorsement number H33 – Contractor's clause

We will not pay for any loss, damage or liability arising out of the activities of any contractor.

Endorsement number H36 – Exclusion of theft

We will not provide any cover for insured event 10 – theft or attempted theft, under any part of this insurance.