

# Marsh Insurance Services



*1287*  
Household Policy

Underwritten by

Ageas Insurance Limited

# MARSH INSURANCE SERVICES

## 1287 HOUSEHOLD POLICY

We are pleased to welcome you as a policyholder of Ageas Insurance Limited.

Your Marsh Insurance Services 1287 Household policy is evidence of the contract that you have made with us and is based on the information you have provided, including any declaration that you may have signed. This policy, schedule and any applicable endorsements and warranties should be read together as one document.

We will insure you in accordance with the policy terms, conditions, endorsements and warranties in respect of the operative sections as shown in the schedule against loss, damage or legal liability occurring during the period of insurance for which you have paid or agreed to pay a premium.

Your policy consists of the	Page
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Please check your schedule to see which sections of cover apply to you.

The schedule will also identify any endorsements and warranties which are applicable.

The policy has been prepared in accordance with your instructions. Please read it carefully to make certain that it meets your requirements. Marsh Insurance Services will be pleased to provide any further information which you may require.

## Customer Service Information

### Cancellation

**You** may cancel this policy by giving written instructions to Marsh Insurance Services, Station Road, New Romney, Kent TN28 8LG or phone: 01797 362007.

**We** may cancel this policy or any section by sending **you** a recorded delivery letter to **your** last known address, giving 14 days notice.

**You** may cancel this policy within 14 days from the date it begins or from the date **you** receive this policy document, whichever is the later, returning the policy document and **schedule** to **us** at the above address. **You** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments

**we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim

If **you** have agreed to pay **your** premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

### Customer Care Policy

**We** are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us** **your** name and **your** claim or policy number and the reason for **your** complaint.

**We** may record phone calls.

For complaints about claims:

**Ageas Insurance Limited**  
**1 Port Way**  
**Port Solent**  
**Portsmouth**  
**Hampshire**  
**PO6 4TY**  
**Phone:** 0870 241 2719  
**Fax:** 023 9220 5495

For complaints about policy administration and documents, contact:

**Marsh Insurance Services**  
**Station Road**  
**New Romney**  
**Kent**  
**TN28 8LG**  
**Phone:** 01797 362007  
**Email:** info@marshinsuranceservices.co.uk

**We** promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 28 days. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact you **again**.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

### Financial Ombudsman Service

If **you** are not happy with **our** decision, **you** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an Independent organisation and will review **your** case.

Their address is:

**The Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**  
**Phone:** 0800 023 4567

**You** can visit the Financial Ombudsman Service website at: [www.fos.org.uk](http://www.fos.org.uk)

The Ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the Ombudsman. If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

#### **Financial Conduct Authority**

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

Or you can phone them on **0800 111 6768**.

#### **Financial Services Compensation Scheme**

**We** Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.gov.uk](http://www.fscs.gov.uk) or by phone on 0800 678 1100 or 020 7741 4100.

#### **Claims Procedure**

If **you** need to make a claim under this policy, **you** can call Ageas Insurance Limited Claims department on **0870 241 2719**

**We** will take full responsibility for dealing with **your** claim. When **you** phone, **you** will be asked for **your** policy number and details of **your** claim.

**We** will:

- confirm whether the event is covered
- if necessary, arrange for a loss adjuster to contact **you** immediately
- give **you** advice on how **your** claim will be dealt with and any excess **you** will have to pay.

In most cases **you** will not need to complete a claim form.

**Your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact.

#### **Claims Standards**

**We** are committed to providing a first class claims service.

When **you** notify **us** of a claim, **we** will respond within 5 working days. Where appropriate, **we** will arrange for the damage to be inspected within 5 working days

- Our claims procedure will be explained to **you** and will include any action **you** may have to take
- **Your** letters, facsimiles and e-mails will be answered within 5 working days
- In the event that **we** refuse all or part of **your** claim or offer **you** less than **you** have claimed, **we** will explain why
- Once **your** claim is agreed, **we** will issue settlement within 5 working days.

**For further claims information please refer to**

- the Claims Condition on Page 6.
- the Basis of claims settlement in the relevant section of **your** policy under which **you** are claiming.

**To ensure we maintain a high-quality service, we may monitor or record telephone calls.**

## Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy, unless stated otherwise.

**accidental damage** - unexpected and unintended damage caused by a single and one-off event resulting from a sudden and external means

**act of terrorism** - an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and
- is committed for political, religious, ideological or other similar purposes

**bodily injury** - death, injury, illness, disease or shock

**buildings** - the **home** and its walls, fences, gates and hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, hard tennis courts, solar panels and service tanks all on the same site

**business equipment** - office equipment and office furniture all owned by **you** or **your family** and used in connection with **your** business or employment

**contents** - household goods, furnishings and **personal possessions** all in **your home** belonging to **you** or **your family**, or for which **you** or **your family** are legally responsible, fixtures and fittings and interior decorations for which **you** or **your family** are legally responsible as occupier and not as owner, excluding

- property more specifically insured by this or any other policy
- permanent fixtures and fittings, motor vehicles (other than children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, electric wheelchairs and Class 1 or Class 2 mobility scooters), motorcycles, caravans, horse boxes, aircraft, watercraft, trailers and their respective accessories
- pets and livestock
- deeds, bonds, securities, certificates or documents of any kind except those specifically insured under Additional covers N and P of Section 1 - Contents within **your home**
- property held or used for business or professional purposes other than **business equipment**

**credit cards** - credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by **you** or **your family** solely for private purposes

**electronic equipment** - any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of a micro or data processor chip

**electronic failure** - any loss or damage to any property caused directly or indirectly by the failure of any electronic equipment to recognise, accept, respond to or process any data or part of a data or any data or instruction

**endorsement** - a change in terms and conditions of this insurance

**Europe** - anywhere in the territorial limits, the Republic of Ireland, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland

**excess** - the first part of each and every claim which **you** must pay. If a claim is made for loss or damage under more than one Cover or Section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount

**furnished** - a property furnished enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but not limited to carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.

**heave** - upward movement of the ground beneath the **buildings** as a result of the soil expanding.

**home** - the private dwelling, garages, domestic outbuildings, greenhouses and sheds at the risk address shown in the **schedule operative sections** - those sections which **you** have selected and for which cover is provided under this policy

**period of insurance** - the period that cover is effective, as stated in the **schedule** and any further period for which **we** agree to accept and for which **you** have paid or agreed to pay a premium

**landslip** - downward movement of sloping ground

**personal money** - cash, bank and currency notes, cheques, money and postal orders, bankers drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers cheques, travel tickets, sports season tickets, ski passes and gift vouchers, all belonging to or held by **you** or **your family** solely for private purposes

**personal possessions** - clothing, baggage, photographic equipment, binoculars, telescopes, calculators, personal computers, mobile

telephones, musical instruments, audio visual and other portable personal entertainment equipment, including portable satellite navigation equipment, and their respective accessories, **wearing apparel**, sports equipment, wheelchairs and pedal cycles

**personal possessions** does not include:

- **Personal money and credit cards**

**schedule** - this provides details of the person or persons insured, the **period of insurance**, the **operative sections** of the policy and the sums insured which apply and specifies any **endorsements** and **warranties** which amend the standard policy wording

**settlement** - downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

**subsidence** - downward movement of the ground beneath the **buildings** other than by **settlement**.

**territorial limits** - Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

**unoccupied** - not lived in by **you** or **your family** or by any adult person with **your** permission for more than 30 consecutive days, or insufficiently **furnished** for normal living purposes

**valuables** - jewellery or other precious metals, watches, gold, platinum, silver, gold and silver plated articles, furs, pictures, object d'art or fine art, stamp, coin and metal collections.

**warranty** - an obligation imposed upon **you** by way of a clause which may be attached to **your** policy which requires **you** to undertake to do or not do certain things or which relates to the existence or absence of a certain state of affairs. Every **warranty** attached to **your** policy must be complied with throughout the **period of insurance**

**we/us/our/Company** - Ageas Insurance Limited

**wearing apparel** - clothing, spectacles and other personal effects worn or carried by or on or about the person including sports clothing

**you or your** - the person or persons named in the **schedule** as the Insured

**your family** - **your** spouse, partner, children, foster children, parents and other relatives, permanently living with **you**.

## General Conditions

### Changes in risk

**You** must immediately notify **us** of any change which may affect this insurance and in particular any of the following:

- Change of address
- The property is to undergo any structural refurbishment / renovation
- **You** or **your family** intend to let or sub-let **your home**
- **You** or **your family** intend to use **your home** for any reason other than private residential purposes
- Your **home** will be or becomes unoccupied
- **You** or **your family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences

### Claims

In the event of a claim or possible claim **you** must

- advise the Police as soon as possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as possible
- not admit or deny liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide **us**, if requested, with all assistance, details and evidence **we** may reasonably require to substantiate **your** claim or enable **us** to pursue a recovery under the Subrogation Condition (see below) including, but not limited to, relevant purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or estimates for the replacement or repair of damaged property.

**We** will pay for any expenses **you** necessarily incur, subject to **our** prior consent and approval, in providing **us** with any of the above.

### Compliance with terms

The **Company's** liability to make any payment under the policy will be conditional upon compliance with the terms and conditions of the policy.

### Contracts (Rights of Third Parties) Act

No person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

### Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by the wilful act of or with the connivance of **you** or **your family** or anyone acting on **your** or their behalf all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

### Other insurance

**We** will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

### Duty of care

**You** and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

### Rights

**We** are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage as **we** consider appropriate.

### Subrogation

This means that **we** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

### Transfer of interest

**You** may not transfer **your** interest in the policy without **our** consent.

## General Exclusions

### We will not pay for

- 1 loss or damage or any claim caused by
  - deliberate acts by **you** or **your family**
  - malicious acts by tenants, paying guests or domestic employees
  - wear, tear or any gradually operating cause
  - confiscation or detention by Customs or other officials or authorities
- 2 any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy)
- 3 any loss, damage or legal liability occurring before the commencement of this insurance
- 4 any loss, damage or legal liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- 5
  - a) loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**. Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured
  - b) direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**
- 6 any loss, destruction or damage to property, any expense, legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- 7 any loss, damage or liability arising out of the activities of contractors, for the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the premises, including where **you** are working in **your** capacity as a professional tradesman.
- 8 any loss or damage to property, any cost or expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, or
  - b) biological or chemical contamination due to any **act of terrorism**
  - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated aboveIf **we** allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**
- 9 any loss or damage to property, any expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
  - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
- 10 any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.

## Section 1 - Contents within your home

### Index Linking

The sums insured in this section will be indexed linked each month in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

The sums insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** make to prevent further loss or damage and effect all repair or replacement work without delay.

### Basis of claims settlement

The total sum insured on **contents** must represent the cost of replacing all the **contents** as new.

Provided the total sum insured is adequate, if loss or damage occurs to any item of **contents** **we** will at **our** option either

- pay the cost of repairing
- pay the cost of replacing as new
- replace as new
- make a cash payment.

**We** may make a deduction for wear, tear or betterment

- if the sum insured on **contents** at the time of loss or damage is not sufficient to replace all the **contents** as new
- following loss or damage to clothing.

**We** will not pay for more than 50% of the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

In respect of any one claim **we** will not pay more than

- £10,000 for jewellery, watches, furs, curios, works of art, antique furniture, articles of precious metal or precious stones, silverware, collections of stamps, coins or medals or £2,000 for any single article, pair, set or collection of any such property unless specifically insured
- £5,000 for **business equipment**.

The maximum amount **we** will pay in respect of any one claim is the sum insured shown in the **schedule** less the amount of the **excess** stated in the **schedule**.

In addition **we** will pay Alternative accommodation or rent as stated in Additional cover B.

Additional covers H, M and T are not subject to any **excess**.

### Cover - We will pay for

The **contents** are insured against loss or damage whilst in **your home** caused by

- |   |   |  |
|---|---|--|
| 1 | a   | Fire, explosion, lightning or earthquake |
|   | b   | Smoke                                    |
|   |   |  |
| 2 | Theft or attempted theft  |  |
|   |   |  |
| 3 | Storm, flood or weight of snow  |  |
|   |   |  |
| 4 | Falling trees, telegraph poles, lamp posts or pylons or any parts thereof |  |

### We will not pay for

- loss or damage caused by smog or agricultural or industrial operations
- more than £2,500 for loss or damage from domestic outbuildings, greenhouses or sheds at **your home** (excluding garages)
- loss or damage
  - if **your home** is **unoccupied**
  - if **your home** or any part is let or lent or occupied by paying guests unless force and violence is used to gain entry or exit
  - caused by deception unless deception is used solely to gain entry to **your home**
- loss or damage
  - caused by frost
  - which arises as a direct result of rising ground water levels
- loss or damage caused by trees being cut down or cut back within the premises

## Cover - We will pay for

- 5 Escape of water or leakage of oil from any fixed water or heating installation or domestic appliance
- 6 **Subsidence or heave** ( of the site on which **your home** stands) or **landslip**
- 7 Malicious acts or vandalism
- 8 Impact with the **buildings** by  
- aircraft or aerial devices or anything falling therefrom  
- any vehicle, train or animal
- 9 Breakage or collapse of external television and radio receiving aerials, fittings, masts and satellite receiving equipment
- 10 Riot, civil commotion, strikes, labour or political disturbances.

## Additional cover

The following extensions of cover are included in Section 1 - Contents within **your home**

### We will pay for

#### A Accidental breakage of mirrors and glass

Accidental breakage of mirrors, glass tops to or fixed glass in furniture and ceramic hobs fitted to cookers.

#### B Alternative accommodation and rent

If **your home** is made uninhabitable following loss or damage to the **contents** by any cause insured by this section **we** will pay the cost of necessary and comparable alternative accommodation for **you** and **your family** (subject to **our** prior consent and approval), temporary storage of furniture and any rent which **you** may still have to pay, up to an amount not exceeding 20% of the total sum insured on **contents**.

## We will not pay for

- loss or damage if **your home** is **unoccupied** unless the water supply to **your home** has been turned off at the main stopcock
- loss or damage caused by the failure or lack of grout and/or sealant
- loss or damage due to
- river or coastal erosion
  - bedding down of new **buildings** or **settlement** of newly made up ground
  - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
  - demolition or structural repairs or alterations to the **buildings**
  - faulty workmanship, defective design or the use of defective materials
  - inadequate foundations which do not meet building regulations current at the time of construction
  - if **your home** is **unoccupied**
  - to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the premises is also affected at the same time by the same event.
- loss or damage if **your home** is **unoccupied**
- loss or damage caused by any person lawfully on the **premises**
- loss or damage caused by insects, vermin, birds or pets
- loss or damage to any aerials, fittings, masts or satellite receiving equipment
- loss or damage occurring in Northern Ireland
- loss or damage if **your home** is **unoccupied**

## We will not pay for

- loss or damage
- if **your home** is **unoccupied**
  - in any part of **your home** which is let or lent or occupied by paying guests.

## Additional cover - We will pay for

### C Business equipment

Loss or damage by any cause insured by this section to **business equipment** whilst in **your home** up to a maximum amount of £5,000.

### D Computing and audio visual equipment

**Accidental damage** to radios, television sets, DVD players, audio equipment, their receiving aerials and **home** computer whilst in **your home**, up to £2,500

### E Christmas and wedding gifts

We will increase the **contents** sum insured shown in **your schedule** by £2,500

- during December to cover gifts and extra food and drink **you** buy for Christmas
- one month before and one month after **your** wedding day or that of any member of **your family** to cover wedding gifts and extra items bought for the wedding.

### F Contents in the garden

Loss or damage by any cause insured by this section to the **contents** whilst in the garden of **your home**, up to £500.

### G Contents temporarily removed from the home

Loss or damage by any cause insured by this section to the **contents** whilst temporarily removed from **your home** but remaining within the **territorial limits**, up to an amount not exceeding 20% of the total sum insured on **contents**.

### H Fatal injury

In the event of injury which results in **your** death or the death of any member of **your family** within 3 months as a result of fire or assault by thieves in **your home**, we will pay a maximum compensation of £5,000.

### I Freezer contents

Deterioration of frozen food in **your** domestic deep freeze unit(s) up to £1,000 caused by

- a rise or fall in temperature
- contamination through the escape of refrigerant or fumes
- accidental failure of the electricity or gas supply.

### J Guests and domestic staff

Loss or damage by any cause insured by this section to **contents** in **your home** belonging to guests or to domestic staff permanently residing with **you** up to £500 provided such **contents** are not otherwise insured.

## We will not pay for

loss or damage

- to films, records, audio video or computer discs, tapes, cartridges, cassettes or computer games
- caused by atmospheric or climatic conditions
- caused by electrical or mechanical breakdown
- caused by fitting, adjustment, repair or removal
- caused by scratching, bruising or denting
- in any part of **your home** which is let or lent or occupied by paying guests.

loss or damage

- by the process of cleaning, maintenance, repair or restoration, mechanical or electrical breakdown, insects, parasites, vermin or domestic pets
- to records, discs, tapes, cassettes, films, cartridges, electronic toys or games

loss or damage occurring in any part of **your home** which is let or lent or occupied by paying guests.

loss or damage if **your home** is **unoccupied**

loss or damage

- caused by storm or flood
- to pedal cycles
- to ride on mowers occurring between the hours of 21.00 and 06.00.

loss or damage to **contents**

- in the open or in a furniture depository
- removed for sale, exhibition or display
- by storm or flood except whilst in a building
- by theft or attempted theft except from any occupied private dwelling or from any building where **you** or a member of **your family** resides or is employed or carries on business or from any other building if force and violence is used to gain entry to or exit from such other building
- covered by Additional cover S - Student possessions.

loss or damage;

- due to the deliberate act of the supply authority
- if the compressor unit is more than 15 years old
- if **your home** is **unoccupied**.

## Additional cover - We will pay for

### K Heating oil

The cost of oil lost from the domestic heating installation up to £1,000 following loss or damage by any cause insured by this section.

### L Metered water

Additional metered water charges up to £1,000 which **you** have to pay following loss of water due to loss or damage by any cause insured by section one.

### M Occupiers', personal and employers' liability

**We** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
- loss of or **accidental damage** to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property

arising as a result of

- occupation of the **buildings** or land belonging to the **home** duties as a Neighbourhood Home Watch co-ordinator
- the employment of any domestic employee occurring within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
- any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 30 consecutive days.

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any domestic employee
- £5,000,000 for accidental **bodily injury** to any domestic employee which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
  - a) any **act of terrorism**, or
  - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £2,000,000 in respect of all other claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

In the event of **your** death or the death of any member of **your family** **we** will reimburse **your** or their personal legal representatives in respect of any legal liability incurred and insured under this Additional cover M provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy as far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this Additional cover M shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder. **We** may at any time pay to **you** the maximum amount(s) payable hereunder less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## We will not pay for

loss or damage if **your home** is **unoccupied**.

loss or damage if **your home** is **unoccupied**.

- 1 any liability for
  - **bodily injury** to **you** or **your family**
  - loss of or damage to property owned by or in the custody or control of **you** or **your family**
- 2 liability arising from
  - any incident occurring outside the **period of insurance**
  - ownership of the **home** and its land
  - **bodily injury** (other than to a domestic employee) or loss of or damage to property arising from the ownership, possession or use of
    - lifts other than domestic stair lifts
    - mechanically or electrically propelled vehicles other than motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**, electric wheelchairs, Class 1 or Class 2 mobility scooters or pedestrian controlled models or toys
    - trailers, caravans or horse boxes other than while at **your home**
    - aircraft, hang-gliders, hovercraft, watercraft, surf boards or any other craft or equipment designed for use in or on water other than pedestrian controlled models or toys or hand or foot propelled boats not owned by **you** or **your family**
    - animals other than domestic pets or horses
    - horses whilst being used for racing, steeple chasing or playing polo
    - dogs specified under the Dangerous Dog Act 1991 or any amending legislation
    - shotguns or firearms other than when used for sporting activities or pest control
  - human immunodeficiency virus (HIV and/or any HIV related illness) including acquired immune deficiency syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
  - any profession, business or employment of **you** or **your family** other than
    - the use of the **home** as an office for non-manual work
    - the accommodation of paying guests not exceeding six at any one time and the provision of food and drink to such guests
  - any agreement unless liability would have existed without the agreement
- 3 damages for **bodily injury** or loss of or damage to property unless the action is brought against **you** or **your family** in a Court of Law within the **territorial limits**
- 4 any liability for any **act of terrorism** other than for accidental **bodily injury** to a domestic employee.

## Additional cover - We will pay for

### N Personal money and credit cards

Loss of or damage to **personal money** and financial loss resulting from the fraudulent use of credit cards by an unauthorised person occurring anywhere in the world up to

- £500 in respect of **personal money**
- £1,000 in respect of credit cards.

### O Removals and temporary storage

Accidental loss of or damage to **contents**

- whilst in direct transit from **your home** for permanent removal to another home
  - whilst temporarily stored in a furniture depository for a maximum duration of 7 consecutive days during a removal process
- within the **territorial limits**.

### P Reinstatement of documents

The cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged by any cause insured by this section while in **your home** or lodged with your mortgage lender, bank or solicitor, up to £500.

### Q Replacement locks

If the keys to **your home** are accidentally lost or stolen, **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, key operated safe locks and the replacement of such keys, up to £500.

### R Satellite receiving equipment

Damage by any cause insured by this section to satellite receiving equipment installed in and attached externally to **your home** up to £1,000.

### S Student possessions

Loss or damage by any cause insured by this section to the possessions of student members of **your family** who normally reside with **you** but who are temporarily residing in a boarding school, hall of residence or other rented accommodation while attending school, university or college, but remaining within the **territorial limits**.

### T Tenant's liability

**We** will cover **you** for **your** legal liability as tenant for the cost of making good

- damage to the **buildings** as a result of any cause insured by this section
- **accidental damage** to those underground services (including inspection hatches and covers) supplying the **buildings**
- accidental breakage of fixed glass and sanitary ware

up to an amount not exceeding 20% of the total sum insured for **contents**.

## We will not pay for

shortages due to error, omission, depreciation or confiscation

losses not reported to the Police or in respect of credit cards to the issuing organisation, within 24 hours of discovery

money or cards held for business or professional purposes

theft from

- **your home** unless force and violence is used to gain entry or exit
- garages, domestic outbuildings, greenhouses or sheds at **your home**.

loss or damage

- if the removal is undertaken by anyone other than professional removal contractors
- to **personal money**, jewellery or watches
- to brittle items including china, glassware and porcelain unless packed for removal by professional removal contractors
- caused by theft or attempted theft unless force and violence is used to gain entry to or exit from the removal vehicle or storage facility
- to **contents** whilst in transit by sea.

negotiable securities or negotiable bonds.

loss or damage if **your home** is **unoccupied**.

any one item exceeding £500 in value or more than £5,000 any one claim

theft unless

- force and violence is used to gain entry or exit from the room in which the possessions are kept
- the articles were in the custody and control of a member of **your family** at the time of loss or damage.

## Sub-section A - Accidental damage

This sub-section only applies if shown in the schedule

### Cover - We will pay for

Accidental damage to the contents whilst they are in your home.

### We will not pay for

damage

- to **personal money**, plants, food or drink
- in any part of **your home** which is let or lent or occupied by paying guests
- to any item of china, glassware and porcelain or other article of a brittle nature exceeding £1,000 in value unless specified
- caused by repairing, restoring, renovating, cleaning, dyeing, faulty workmanship, defective design or use of defective materials, scratching, bruising, denting, depreciation, wet or dry rot, fungus, insects, vermin, pests, pets, atmospheric or climatic conditions, electrical or mechanical breakdown, fitting, adjustment or removal

deterioration of food

any loss or damage specifically excluded elsewhere in Section 1 - **Contents** within **your home**.

for damage or any proportion of damage which **we** specifically exclude elsewhere under section one

for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

## Section 2 - Buildings of your home

### Index Linking

The **buildings** sums insured will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

We will not charge you an extra premium for any monthly increase, but at each renewal we will calculate the premium using the new sum insured. For your protection should the index fall below zero we will not reduce the sum insured.

### Your sum insured

If you are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than 125% of 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.

The sum insured will not be reduced following payment of a claim provided that you implement immediately any recommendations we make to prevent further loss or damage and effect all repair or replacement work without delay.

### Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenses listed under Additional cover C of this section.

We will at our option either

- reinstate or replace the damaged **buildings** or any damaged part of the **buildings**
- pay the cost of any necessary repair or replacement work.

We will make a deduction for wear, tear or betterment if the **buildings** have not been maintained in good repair or decorative order.

We will not pay for more than 50% of the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

The maximum amount we will pay in respect of any one claim is the sum insured shown in the **schedule** less the amount of the **excess** stated in the **schedule**.

In addition we will pay Alternative accommodation and loss of rent as stated in Additional cover B.

Additional cover F is not subject to any **excess**.

### Cover - We will pay for

The **buildings** are insured against loss or damage caused by

- a Fire, explosion, lightning or earthquake  
b Smoke
- Theft or attempted theft
- Storm, flood or weight of snow
- Falling trees, telegraph poles, lamp posts or pylons or any parts thereof
- Escape of water or leakage of oil from any fixed water or heating installation or domestic appliance

### We will not pay for

- loss or damage caused by smog or agricultural or industrial operations
- loss or damage
  - if your home is **unoccupied**
  - caused by tenants or paying guests
  - if your home or any part is let or lent or occupied by paying guests unless force and violence is used to gain entry or exit
- loss or damage
  - by frost
  - to fences, gates or hedges
  - to outdoor swimming pool covers or accessories
  - which arises as a direct result of rising ground water levels
- loss or damage if your home is **unoccupied**  
loss or damage caused by felling or lopping of trees
- loss or damage
  - to the installation, appliance or tank itself
  - loss or damage if your home is **unoccupied** unless the water supply to your home has been turned off at the main stopcock
  - resulting in **subsidence** or **heave** (of the site on which your home stands) or **landslip**
  - loss or damage caused by the failure or lack of grout and/or sealant

## Cover - We will pay for

- 6 **Subsidence or heave** (of the site on which **your home** stands) or **landslip**
- 7 Malicious acts or vandalism
- 8 Impact with the **buildings** by
- aircraft or aerial devices or anything falling therefrom
  - any vehicle, train or animal
- 9 Breakage or collapse of external television and radio receiving aerials, fittings, masts and satellite receiving equipment
- 10 **Ri ot**, civil commotion, strikes, labour or political disturbances.

## Additional cover

The following extensions of cover are included in Section 2 - Buildings of **your home**

### We will pay for

- A **Accidental damage to those underground services (including inspection hatches and covers) supplying the buildings.**

We will also pay for the cost of breaking into and repairing an underground drain following a blockage between the main sewer and **your home** where normal methods of releasing a blockage are unsuccessful.

- B **Alternative accommodation and loss of rent**

If **your home** is made uninhabitable following loss or damage to the **buildings** by any cause insured by this section we will pay the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) and the rent which ceases to be payable to **you**, up to an amount not exceeding 20% of the total sum insured on **buildings**.

- C **Architects' and surveyors' fees and other costs**

Following loss or damage to the **buildings** by any cause insured by this section we will pay, subject to **our** prior consent and approval, necessarily incurred

- architects', surveyors', legal and other fees
- removal of debris costs
- additional costs involved in complying with statutory regulations or local authority requirements.

## We will not pay for

- loss or damage due to
- river or coastal erosion
  - bedding down of new **buildings** or settlement of newly made up ground
  - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
  - demolition or structural repairs or alterations to the **buildings**
  - faulty workmanship, defective design or the use of defective materials
  - inadequate foundations which do not meet building regulations current at the time of construction

loss or damage to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs and hard tennis courts, unless the main building of **your home** is damaged at the same time and by the same cause

loss or damage for which compensation is provided by legislation

loss or damage if **your home** is **unoccupied**

loss or damage caused by any person lawfully on the **premises**

loss or damage caused by insects, vermin, birds or pets

loss or damage to any aerials, fittings, masts or satellite receiving equipment

loss or damage occurring in Northern Ireland.

loss or damage if **your home** is **unoccupied**

## We will not pay for

- loss or damage to underground services
- for which **you** are not legally liable
  - caused by gradual deterioration or wear and tear

- damage to pitch fibre drain pipes caused by
- delamination or any other inherent defect
  - pressure from weight of soil or other covering material

the cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.

fees incurred in the preparation of a claim

costs relating to damage occurring after notice to comply has been served on **you**

## Additional cover - We will pay for

### D Fixed glass and sanitary ware

Accidental breakage of fixed glass and sanitary ware forming part of **your home** including double glazed units, fitted ceramic hobs and solar panels.

### E Mortgagee's interest

Any act or neglect by **you** or the occupier of **your home** which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.

In addition, if the full replacement value of **your buildings** is greater than the sum insured in the **schedule**, provided that this is without the knowledge of the mortgagee, any insured interest of the mortgagee shall not be prejudiced.

### F Property owners' liability

**We** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
- loss of or damage to material property arising
- as owner of the **buildings** or land belonging to **your home**
- in respect of any **buildings** previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
- no other policy covers the liability
- **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 cover will continue for 7 years from the date that cover was cancelled provided no other policy covers the liability.

The amount payable will not exceed £2,000,000 in respect of all claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent

In the event of **your** death or the death of any member of **your family** **we** will reimburse **your** or their personal legal representatives in respect of any legal liability incurred and insured under this Additional cover F provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this Additional cover F shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

**We** may at any time pay to **you** the maximum amount(s) payable hereunder less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## We will not pay for

loss or damage if **your home** is **unoccupied**.

### 1 any liability for

- bodily injury to **you** or **your family** or any persons employed by **you**
- loss of or damage to property owned or occupied by or in the custody or control of **you** or **your family**

### 2 liability arising from

- any incident occurring outside the **period of insurance**
- any profession, business or employment
- the ownership, possession or use of
  - lifts other than domestic stair lifts
  - mechanically or electrically propelled vehicles other than motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**, electric wheelchairs, Class 1 or Class 2 mobility scooters or pedestrian controlled models or toys
- any agreement unless liability would have existed without the agreement

### 3 the cost of remedying any fault or alleged fault

### 4 damages for **bodily injury** or loss of or damage to property unless the action is brought against **you** or **your family** in a Court of Law within the **territorial limits**

### 5 any liability for any **act of terrorism**.

## Additional cover - We will pay for

### G Reinstatement of gardens

Damage to **your** garden by falling trees, telegraph poles, lamp posts or pylons or any parts thereof including costs incurred to remove and dispose of debris (subject to **our** prior consent and approval), up to £1,000.

### H Sale cover

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

### I Trace and access

**We** will pay the cost (provided that this is incurred with **our** consent) of finding the source of any escape of water from any fixed water or heating installation or washing machine, dish washer or tumble dryer, including subsequent repair to walls, floors or ceilings.

### J Water and heating installations

Damage caused by freezing to any fixed water or heating installation.

## Sub-section A - Accidental damage

This sub-section only applies if shown in the schedule

### Cover - We will pay for

Accidental damage to the **buildings** of **your home**.

### We will not pay for

costs incurred following damage caused by felling or lopping of trees.

If the **buildings** are insured under any other insurance

more than £2,000 in respect of any claim or £5,000 during any one **period of insurance**.

loss or damage

- resulting from rusting, corrosion or general wear and tear
- if **your home** is **unoccupied** unless the water supply to **your home** has been turned off at the main stopcock
- to permanently installed swimming pools or their filtration systems.

### We will not pay for

the cost of maintenance and normal redecoration

damage occurring in any part of **your home** which is let or lent or occupied by paying guests

loss or damage if **your home** is **unoccupied**

damage caused by **settlement**, shrinkage, repairing, restoring, renovating, cleaning, dyeing, faulty workmanship, defective design or use of defective materials, scratching, denting, depreciation, wet or dry rot, fungus, insects, vermin, pests, pets, atmospheric or climatic conditions, electrical or mechanical breakdown, fitting, adjustment or removal

failure of double glazing seals

any loss or damage specifically excluded elsewhere in Section 2 - **Buildings of your home**.

for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, paths and fences and fuel tanks, piers, jetties, bridges and culverts

## Section 3 - Valuables and personal possessions within and away from your home

The sums insured shown in the schedule are index linked.

Cover applies anywhere in the world, to property belonging to **you** or **your family**, or for which **you** or **your family** are legally responsible.

### Important note

The cost of replacing jewellery and other valuables is likely to fluctuate. **We** recommend strongly that **you** review the value of these items regularly and seek professional valuations. Please notify **us** of any changes **you** require immediately.

### Basis of claims settlement

Following loss or damage by any cause insured by this section **we** will at **our** option either

- pay the cost of repairing
- pay the cost of replacing as new
- replace as new
- make a cash payment.

**We** will make a deduction for wear, tear or betterment following loss or damage to clothing and when an item is not repaired or replaced.

**We** will not pay for more than 50% of the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

The maximum amount **we** will pay is

- £10,000 in respect of **Valuables and Personal Possessions** within the **home** but limited to £2,000 in respect of any single unspecified article, pair or set. This is unless **you** have requested cover for specified items which are duly noted on **your** policy **schedule**, therefore cover is provided within and any from the **home**.

less the **excess** stated in the **schedule**.

### Cover - We will pay for

Accidental loss of or damage to

- **Valuables** and **personal possessions** within the **your home**
- Specified items - those items noted on **your** policy **schedule**.

## General exclusions applicable to Section 3 - Valuables within and away from your home

### We will not pay for

loss of or damage to

- radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
- any property in or on any motor cycle
- records, tapes, cassettes, discs, diskettes, films, cartridges or computer games
- motor vehicles, motor cycles, caravans, horse boxes, aircraft, watercraft, trailers and their respective accessories other than clothing used for motor cycling
- contact or micro-corneal lenses unless specified
- china, glassware, porcelain or other articles of a brittle nature unless specified
- strings, reeds or drum heads forming part of a musical instrument unless resulting from theft of the instrument
- shotguns by internal explosion
- jewellery whilst contained in baggage in transit outside the personal control of **you** or an adult member of **your family**
- camping equipment or equipment used for hang gliding, mountaineering, parachuting, pot-holing, wind surfing and underwater sports
- sports equipment caused whilst taking part in any professional sport
- bats, bowls, bows, clubs, fishing rods, racquets, skis, poles or sticks while in use or play or while left unattended in the open
- pedal cycles when left unattended away from the **home** unless securely locked
- pedal cycle tyres and accessories unless resulting from theft of the cycle or unless the cycle itself is damaged in the same incident
- pedal cycles whilst being used for racing or time trials
- property which is held or used for business or professional purposes unless specified.

loss or damage caused by

- deception unless deception is used solely to gain entry to **your home** or any building in which **you** may be temporarily residing
- repairing, restoring, renovating, cleaning, dyeing, faulty workmanship, defective design or use of defective materials
- scratching, denting, depreciation, wet or dry rot, fungus, insects, vermin, pests, pets, atmospheric or climatic conditions, electrical or mechanical breakdown, fitting, adjustment or removal
- theft or attempted theft from any boarding school, hall of residence or other rented accommodation where any student member of **your family** is temporarily residing unless force and violence is used to gain entry or exit from the room in which the possessions are kept
- theft or attempted theft occurring from **your home** if any part of it is let or lent or occupied by paying guests, unless force and violence is used to gain entry or exit.

loss or damage

- from any unattended motor vehicle unless all windows are closed, all doors and other openings are shut and securely locked and any property insured by this section is secured in the locked boot or closed glove compartment. The luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot.

Arranged by: Marsh Insurance Services

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