

Signature Home Insurance Policy



Underwritten by



WELCOME TO YOUR HOME INSURANCE POLICY

CONTENTS

WELCOME TO YOUR HOME INSURANCE POLICY	2
GUIDANCE AND EXPLANATIONS	3
DEFINITIONS	4
SECTION 1 - BUILDINGS	6
SECTION 2 - CONTENTS	10
SECTION 3 - PERSONAL POSSESSIONS	15
SECTION 4 - PEDAL CYCLES	17
GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY	18
GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY	20
HOW TO CLAIM AND CLAIMS CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY	21
COMPLAINTS PROCEDURE & REGULATORY INFORMATION	22

GUIDANCE AND EXPLANATIONS

This **Policy** is a contract of insurance between **You** and **Us**, and is made up of this booklet and **Your Schedule** including any **Endorsements**. It is based on the statements and information **You** gave **Your** insurance broker or the information that was given on **Your** behalf when **You** applied for the insurance.

We used that information to assess the cover We would provide for You and to set the premium and Policy conditions required for that cover.

A copy of **Your** questions and answers is available from the agent who sold **You** the **Policy** or available upon request from Hexagon Underwriting. **You** must check this information carefully and let **Your** agent know immediately if any part of the information **You** gave **Your** agent is wrong or has changed.

Important

You should read this **Policy, Your** statement of facts and **Your Schedule** together. Words with specific meanings are defined on Pages 4 and 5 of the **Policy**.

If **Your** needs change or any of the information on which the contract is based changes, **We** might need to alter the **Schedule**. Under the **Policy** conditions, **You** must tell **Your** agent about any changes. **We** will update the contract every time **We** agree to an alteration. **We** will give **You** a new **Schedule** each time **We** renew the contract or make an alteration.

We agree to insure You under the terms and conditions set out in this Policy and the sections shown in the Schedule for loss, damage, injury or liability that happens during the Period of Insurance. Your Schedule advises which sections of this Policy apply. There are also some general exclusions on page 20 that apply to the entire contract of insurance.

This **Policy** is subject to **You** paying the requested premium and keeping to the conditions set out in the **Policy**.

Your Insurers

This insurance is arranged by Hexagon Underwriting & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Hexagon Underwriting is the trading name of Provincewide Services Limited, which is an Appointed Representative of Provincewide Claims Limited authorised and regulated by the Financial Conduct Authority, Firm Reference No:763290.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

You can check the details on the Financial Services Register https://register.fca.org.uk

Governing Law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

DEFINITIONS

The following definitions have the same meaning wherever they appear in Your Policy or Schedule and are highlighted in bold:

Accidental Damage

Sudden, unexpected and unintentional damage, occurring at a specific time and caused by external means.

Bedroom

A room used as or originally designed and built for sleeping in even if now used for another purpose, and any rooms that have been permanently converted for sleeping in.

Buildings

The **Property**, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You**, or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Business

Any employment, trade or profession.

Consequential Loss

Costs which are incurred as a direct consequence of any event which led to a claim being made under this **Policy.** For example, mobile telephone call charges following the loss of a mobile telephone.

Contents

Household furniture and goods; fittings; **Personal Effects and Possessions**, **Pedal Cycles**, plus TV aerials and masts which are the property of **You** or members of **Your Family** permanently residing with **You** or for which **You** are legally liable. **Contents** includes **Office Equipment** and office furniture used by **You** or **Your Family** for **Business** or professional purposes up to £5,000 when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.

Cost of Rebuilding

The full cost of reconstruction of the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.

Credit Cards

Credit, cheque, debit, charge or cash cards, issued in the British Isles and held for personal or charitable purposes by **You** or **Your Family**.

Endorsement(s)

A specific term, condition or variation to the **Policy**.

Fxcess

The amount **You** must pay towards any claim.

Family

You, Your domestic partner and other relations that permanently reside with You.

Home

The **Property**, fixtures and fittings that **You** are responsible for. If there are no **Business** visitors to the **Property** and no employees, one room may be used as an office. Unless **We** say otherwise in the **Schedule**, the main building of **Your Property** must be made of brick, stone or concrete and have a slate, tile, metal or concrete roof.

Insurers/We/Us/Our

UK General Insurance Limited, on behalf of Great Lakes Insurance SE.

Money

Coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens, held for private purposes by **You** or **Your Family**.

Office Equipment

Office furniture and **Business** equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for **Business** or professional purposes.

Scheme Name: Hexagon Underwriting. Scheme No: 06660A

Pedal Cycles

Any bicycle, including electrically powered models, and its accessories.

Period of Insurance

The period shown in the **Schedule**, for which **We** agree to grant cover.

Personal Effects

Clothing or other items normally carried on or about **You**, excluding the following:

Valuables, Money, household goods, Pedal Cycles, sports equipment, items relating to Business, camping equipment.

Personal Possessions

Jewellery, watches, Valuables, Money, household goods, sports equipment excluding Pedal Cycles, items relating to Business.

Policy

The Policy booklet, the Schedule and all terms, conditions and Endorsements of Your insurance contract with Us.

Property

The private house or flat and its outbuildings (including garages), at the address shown on **Your Schedule**, all used for domestic purposes only.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount shown in the Schedule as being the maximum amount We will pay in the event of any claim on this Policy.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Uninsurable Risks

Wear and tear, depreciation, fungus, wet or dry rot, vermin or insect damage, mechanical or electrical fault, rusting or corrosion, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Unoccupied

Not lived in or intended to be lived in by **You**. Unoccupancy is deemed to start from the date that **You** last vacated the **Property**, which may pre-date the inception of the insurance granted by this **Policy**. Regular visits to the **Home** or occasional overnight stays do not represent a break in this period.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art and home computer equipment.

Vehicles

Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle).

But not the following while being used for their intended purpose and by a person for whom they were designed:

- Ride-on lawnmowers
- Electrically powered wheelchairs and mobility scooters
- Electrically powered children's ride on toys
- Electrically assisted bicycles
- Pedestrian controlled electrically powered golf trolleys
- Model watercraft
- Hand-propelled watercraft (such as a surfboard or rowing boat)

You/Your

The person(s) as specified in the **Schedule**, or in the event of their death, their legally appointed representative.

SECTION 1 - BUILDINGS

(This section is included if shown on Your Schedule).

We cover Your Buildings against loss or damage caused by the following perils:

1. Fire, smoke, explosion, lightning, or earthquake.

Excluding

a) loss or damage caused by smog, industrial or agricultural output

2. Storm or flood.

Excluding

- a) loss or damage caused by frost
- loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts
- c) loss or damage caused by rising water table levels

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) subsidence, heave or landslip damage caused by escaping water or oil

4. Damage to Your plumbing installation caused by freezing or bursting.

Excluding

- a) loss or damage to **Your** plumbing external to **Your Home** or in any outbuilding
- b) loss or damage caused by corrosion, wear and tear or rust
- c) loss or damage occurring after **Your Home** has been **Unoccupied** for more than 14 days in a row during the months of October through to April, unless **Your Home** is adequately heated during these months.

5. Theft or attempted theft caused by violent and forcible entry or exit.

Excluding

- a) theft or attempted theft by any person lawfully on the Property
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- c) loss or damage caused by deception, unless deception is used solely to gain entry to Your Property
- 6. Collision or impact by any animal, Vehicle, aircraft or aerial devices and including items dropped from them.
- 7. Riot, civil commotion, labour and political disturbances.
- 8. Malicious damage to tangible property or vandalism.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- b) malicious damage or vandalism by person lawfully on the **Property**

9. Subsidence, landslip or heave of the site upon which the Buildings stand.

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time and by the same cause
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) loss or damage that originated prior to the start of this **Policy**
- g) loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main **Building** are damaged at the same time and by the same cause

- loss or damage to **Buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the Buildings
- 10. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences
- c) loss or damage to aerials, dishes and masts
- 11. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property. Excluding
 - a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
 - b) loss or damage caused by chipping, denting or scratching
- 12. Accidental Damage to underground pipes, tanks, cables and services for which You are responsible.

Excluding

- a) loss or damage due to wear and tear or gradual deterioration
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

ADDITIONAL COVER

If **Buildings** is included on **Your Schedule**, **You** are covered for:

13. The cost of alternative accommodation and lost rent incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this Policy.

Excluding

- a) any amount in excess of £25,000
- b) losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the Schedule
- c) loss or damage where a valid claim has not been accepted by **Insurers** under section 1, perils 1-10
- 14. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the Building, following loss or damage caused by any of the perils listed in Section 1 of Your Policy.

Excluding

- a) any fees charged in the preparation of a claim.
- 15. Expenses incurred by You in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 12 of this Policy.

Excluding

- a) any amount in excess of £1,000
- b) loss or damage to the apparatus from which water or oil has escaped.

16. Purchaser's Interest

If You have contracted to sell the Buildings and the purchaser has not insured the Property before completion, the purchaser will have the contractual right to benefit of Section 1 of this Policy between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.

17. Emergency Access

We will provide cover for damage to the Home or garden landscaping caused by forced access by the fire, police or ambulance services as a result of an emergency.

Excluding

a) any amount in excess of £750

18. Replacement of Locks and Keys

We will pay to replace and fit locks on the outside doors of Your Home, or to any safe or alarm system in Your Home, if the keys have been lost or stolen.

7

19. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the Schedule) in respect of all sums for which You are legally liable, as the owner of the Buildings, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with Our prior consent.

Excluding

- a) bodily injury or death to any person who is engaged in Your service, or is a member of Your Family or household
- b) any claim arising directly or indirectly from the transmission of any communicable disease
- c) damage to property under **Your** custody or control
- d) any claim arising out of any profession, occupation or **Business**, other than through private letting of the **Property**
- e) any claim arising out of the ownership, possession or operation of:
 - i. any mechanically propelled Vehicle (other than a private garden vehicle) operated within Your Property
 - ii. any power operated lift
 - iii. any aircraft or watercraft
 - iv. a caravan, whilst being towed
 - v. any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of pollution or contamination
- g) any claim where You are entitled to indemnity under any other insurance
- h) any cost or expense not agreed by **Us** in writing.

OPTIONAL COVER

(This extension only applies in shown on the Schedule)

20. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 12 of this section. Excluding

- a) loss or damage caused by Uninsurable Risks
- b) loss or damage caused by vermin; fungus; insects or domestic pets
- c) loss or damage whilst the Buildings are Unoccupied for 30 days or more
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) loss or damage as a result of any Building alterations, renovations or repairs
- g) loss or damage specifically excluded from cover under Section 1 or General Exclusions of this Policy

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

If **You** have provided **Your** agent with the **Sum Insured** in Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **You** will be requested to provide or confirm the **Sum Insured** which will be used as the basis to calculate the premium required. The **Sum Insured** will be shown on the renewal **Schedule**.

Basis of Claims Settlement

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement, as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this Policy, Our liability will

not exceed the **Sum Insured** for the **Property**, as shown in the **Schedule** It is **Your** responsibility to ensure that, at all times the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

If the **Sum Insured** isn't enough to cover the cost to rebuild **Your Buildings**, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to rebuild **Your Buildings**, **We** will pay no more than 75% of **Your** claim.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Buildings** which form(s) part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

Your Excess

You will have to pay any Excess(es) shown in Your Schedule. This includes the specific Excesses for:

- subsidence, heave or landslip
- escape of water.

We will only take off one Excess for each claim, unless there is an Endorsement shown in your Policy Schedule to say otherwise. If We have asked a supplier to deal with all or part of Your claim, We may ask them to collect the Excess from You.

SECTION 2 - CONTENTS

(This section is included if shown on Your Schedule).

We will cover the Contents in Your Home against loss or damage caused by the following perils:

1. Fire, smoke, explosion, lightning, or earthquake.

Excluding

a) loss or damage caused by smog, industrial agricultural output

2. Storm or flood.

Excluding

- a) Contents in the open
- b) loss or damage caused by frost
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts
- d) loss or damage caused by rising water table levels

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Including £250 of additional metered water charges incurred by **You** and resulting from any of the causes 1-9 of Section 2 of this **Policy**

Excluding

- a) loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) subsidence, heave or landslip damage caused by escaping water or oil

4. Theft or attempted theft caused by violent and forcible entry or exit.

Excluding

- a) theft or attempted theft by any person lawfully on the **Property**
- b) loss or damage whilst the **Your Home** is **Unoccupied** for 30 days or more
- c) any amount in excess of £1,000 in respect of **Contents** contained within locked detached domestic outbuildings and garages
- d) any amount in excess of £500 in respect of **Contents** contained within unlocked detached domestic outbuildings and garages
- e) any amount in excess of £500 in respect of flowers, plants, shrubs, trees and any growing matter not in pots or containers
- 5. Collision or impact by any animal, Vehicle, aircraft or aerial devices and including items dropped from them.
- 6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage to tangible property or vandalism.

Excluding

- a) loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more
- b) malicious damage or vandalism by any person lawfully on the **Property**

8. Subsidence, landslip or heave of the site upon which the Buildings stand.

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time and by the same cause
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) loss or damage that originated prior to the start of this Policy
- g) loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main **Building** are damaged at the same time and by the same cause
- h) loss or damage to **Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences
- c) loss or damage to aerials, dishes and masts

10. Accidental Damage to mirrors, fixed glass, glass topped furniture and ceramic hobs.

Excluding

- a) loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more
- b) loss or damage caused by chipping, denting or scratching

11. Accidental Damage in the Home to:

Desktop computers, Audio, hi-fi, television, telecommunication, video or DVD equipment, Satellite television receiving equipment or television and radio aerials but not mobile phones, laptop computers, iPads and tablet computers, computer software, hand-held computers or electronic toys.

Excluding

- a) loss or damage after the **Property** has been **Unoccupied** for more than 30 days in a row
- b) loss or damage caused by electrical or mechanical breakdown
- c) loss or damage caused by wear and tear, depreciations, gradually operating causes, process of cleaning, repair or restoration
- d) any amount exceeding £1,500 for any single item or set

ADDITIONAL COVER

If **Contents** is included on **Your Schedule**, **You** are covered for:

12. The costs of alternative accommodation and lost rent incurred by You, as a result of Your Home becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.

Excluding

- a) any amount in excess of £10,000
- b) losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**
- c) loss or damage where a valid claim has not been accepted by **Insurers** under the perils listed in Section 2, paragraphs 1-11.

13. Deep Freezer Contents

We will pay up to the £1,000 for food in a domestic deep freezer in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

Excluding

- a) loss or damage from fridges/freezers over 10 years from new
- b) deliberate act of the utility provider

14. Personal Money and Credit Cards

Loss of **Money** in **Your Home**, up to £750 for any one loss. **Your** liability under the terms of **Your Credit Cards**, up to a maximum of £1,000 for any one loss.

Excluding

- a) any loss unless the terms and conditions under which the card is issued have been fulfilled
- b) losses not reported to the Police within 24 hours of discovery of loss
- c) any loss as a result of unauthorised use by a member of Your Family or a person residing with You
- d) loss caused by accounting errors or omissions
- e) depreciation in value

15. Increased metered water or oil charges incurred by You, which result from the escape of water or oil, for which a successful claim has been made under Section 2.3 of this Policy.

Excluding

a) any amount in excess of £1,000 in any Period of Insurance

16. Digital Information

The cost of replacing content that You have bought and stored on Your Home computer, mobile phone or other portable

entertainment device that is lost or damaged by any cause listed in Section 2 - Contents.

Excluding

- a) the cost of rewriting the lost information
- b) any amount in excess of £1,000 in any Period of Insurance.

17. Office Equipment

Damage caused by perils 1-9, Section 2 - Contents up to the £5,000 for **Office Equipment**, computers, monitors, scanner and printers used for **Your Business**.

18. Valuables

Damage caused by perils 1-9, Section 2 - Contents up to £2,000 any one item of **Valuables**, subject to a maximum of £10,000 in total, unless specifically noted on **Your Schedule**.

19. Visitors' Personal Effects

Damage caused by perils 1-9, Section 2 - Contents up to £500 for visitors **Personal Effects** whilst in **Your Home** unless otherwise insured.

20. Weddings, Birthdays and Religious Festivals

The **Sum Insured** shown in the **Schedule** for **Contents** in the **Home** will be automatically increased by 10% to cover wedding, birthday, or other gifts, subject to a maximum of £5,000

- a) during the month of any religious festival or celebration that You celebrate
- b) for 30 days, before and after the day of **Your** wedding or civil partnership: and
- c) for 7 days after Family birthdays

21. Replacement of Locks and Keys

The cost of replacing and fitting locks on the outside doors of **Your Home**, or to any safe or alarm system in **Your Home**, if the keys have been lost or stolen.

22. Contents and plants in the Garden

Damage caused by perils 1-9 of Section 2 for **Contents**, trees, shrubs, plants and lawns outside the structure of **Your Building** but within the boundaries of your **Home**

Excluding

- a) any amount in excess of £1,000, or £250 for any one plant, shrub or tree
- b) loss or damage to **Money**.
- c) loss or damage by impact other than impact by a **Vehicle**, train or animal.
- d) loss or damage while the home is **Unoccupied** or unfurnished for more than 30 consecutive days.
- e) loss or damage to trees, shrubs, plants and lawns following subsidence, unless **Your Home** is damaged at the same time and by the same cause.
- f) loss or damage to **Pedal Cycles** which have not been secured with a suitable locking device to a permanent fixture.

23. Occupier's and Personal Liability

Up to £2,000,000 to cover **Your** legal liability for damages **You** have to pay if someone makes a claim against **You** or **Your Family** for:

- accidental death or illness of, or bodily injury to, any person
- accidental loss of or damage to property.

that happens within the **Period of Insurance** on your **Schedule**.

This will also include costs, expenses and legal fees for defending **You**, if **We** have agreed this in writing beforehand.

This section covers liabilities arising from **You** occupying **Your Property**. Any liability that arises solely from you owning **Your Home**, not as occupier of the **Property**, is not covered under this section. However, if **You** have **Our Buildings** cover, this covers liabilities arising from **You** owning **Your Home**.

Excluding any liability relating to or arising from:

- a) death or illness of or bodily injury to You, Your Family or Your domestic staff
- b) damage to property belonging to or being looked after by You, Your Family or Your domestic staff

- c) death, illness, injury, loss or damage caused by:
 - i. You owning or occupying any land or building except Your Home or temporary holiday accommodation
 - ii. any Business
 - iii. an agreement, unless that liability would have existed anyway.
- d) **You** owning, keeping or using any:
 - i. Vehicles
 - ii. drones or model aircraft
 - iii. hoverboards, airboards, self-balancing boards or scooters
 - iv. animals except domestic pets
 - v. horses, ponies, donkeys or mules
 - vi. dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.
- e) any disease that can be passed from one person to another.

24. Tenant's Liability (applicable if the Buildings are rented)

Any amount which **You** become legally liable to pay as a tenant and not as an owner of the **Buildings** up to 20% of the **Contents** limit shown in the **Schedule** in respect of:

a) damage to the **Buildings** by any of the perils 1-11 listed under Section 1 of this **Policy**.

25. Accidents to Domestic Employees

Damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £10,000,000 in connection with any one claim or series of claims made against **You** or **Your Family** arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands.

We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family

Excluding

- a) liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**
- b) any agreement unless You would have been liable had the agreement not been made
- c) any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the **United Kingdom**
- d) liability arising from any business or profession
- e) liability for death of, bodily injury to, or illness or disease of any member of Your Family
- f) liability for which compulsory insurance or security is required by any road traffic legislation.

26. Contents Temporarily Removed

Up to £5,000 for loss or damage to **Your Contents** caused by any of the perils listed in 1 to 9, Section 2 whilst temporarily removed from **Your Home** and in occupied premises where **You** or a member of **Your Family** is residing or employed within the **United Kingdom** and/or up to £5,000 to **Your Contents** belonging to **Your** offspring whilst at University or College and contained within halls of residence or private accommodation.

Excluding:

- a) loss or damage from theft unless involving forcible and violent entry or exit
- b) loss or damage from a mobile home, motor home or caravan
- c) **Contents** removed for sale or exhibition or to furniture storage areas
- d) loss or damage in a furniture depository
- e) loss or damage caused by storm or flood to property not in a building
- f) loss or damage listed under other exclusions.
- g) loss or damage to Money.
- h) camping equipment

The maximum payable under this section is £5,000 in total. The maximum payable per single item under this section is £1,000. The maximum payable per single item for **Contents** whilst at halls of residence or private student accommodation is £500 and specifically excludes laptops, mobile phones and iPads or tablet computers.

27. Title deeds

The cost of preparing new title deeds to **Your Home** after loss or damage by any cause insured under perils 1-9, Section 2 – Contents, while the deeds are in **Your Home** or in **Your** bank for safe keeping.

OPTIONAL COVER

(These extensions do not apply unless shown on Your Schedule)

1. Accidental Damage cover to the Contents contained within the Home in addition to those perils as listed in paragraphs 1 to 11 of this Section.

Excluding

- a) loss or damage specifically excluded from cover under Section 2 or General Exclusions of this Policy
- b) loss or damage caused by normal wear and tear
- c) loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions
- d) loss or damage caused by cleaning or making repairs or alterations
- e) loss or damage caused by pets
- f) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- g) loss or damage as a result of mechanical or electrical breakdown

SECTION 3 - PERSONAL POSSESSIONS

(This section is included if shown on Your Schedule)

1) We will cover Your Personal Possessions up to a maximum of £2,000 in total – unless specified otherwise in Your Schedule, against accidental loss or damage within the limits of the United Kingdom. Cover is provided worldwide for up to 30 days in any one Period of Insurance.

Accidental loss or damage to Personal Possessions comprising of;

- i. articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except mobile telephones) up to £2,000 for any one item unless specified on **Your Schedule**
- ii. sports equipment, including sporting guns and wearing apparel used for amateur sports purposes up to a limit of £2,000 for any one loss;
- iii. mobile telephones up to £350 for any one item and any one loss unless specified on Your Schedule;
- iv. Money and Credit Cards up to £750 for any one loss;

Excluding

- a) any loss or damage to contact or corneal lenses
- b) loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container
- c) documents or securities
- d) household goods, foodstuffs and domestic appliances
- e) Property more specifically insured
- f) sports equipment whilst in use
- g) activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- h) theft from unattended road **Vehicles** unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked **Vehicle**
- i) tools or instruments used or held for business or professional purposes.

CONDITIONS THAT APPLY TO SECTION 2 - CONTENTS and SECTION 3 - PERSONAL POSSESSIONS

Index-linking Clause

If **You** have provided **Your** agent with the **Sum Insured** in Section 2 & 3, these may be adjusted each month in accordance with the Consumer Durables section of the Retail Price Index, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **You** will be requested to provide or confirm the **Sum Insured** which will be used as the basis to calculate the premium required. The **Sum Insured** will be shown on the renewal **Schedule**.

Basis of Claims Settlement

In the event of loss or damage to **Your Contents** and/or **Personal Possessions**, **We** will replace these as new, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Contents** and/or **Personal Possessions**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item(s) as new, or pay the cost of repairing the item(s).

In respect of any claim made under this **Policy**, **Our** liability will not exceed the **Sum Insured** for **Your Contents** and/or **Personal Possessions**, as shown in the **Schedule**.

It is **Your** responsibility to ensure that, at all times the **Contents** and/or **Personal Possessions Sum Insured** reflects the total cost of replacement as new.

If the **Sum Insured** isn't enough to cover the cost to replace **Your Contents** and/or **Personal Possessions** as new, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to replace **Your Contents** as new, **We** will pay no more than 75% of **Your** claim.

We will not pay for the cost of replacing or repairing any undamaged item(s) of Your Contents which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

Your Excess

You will have to pay any Excess(es) shown in Your Schedule. This includes the specific Excesses for:

- subsidence, heave or landslip
- escape of water

We will only take off one Excess for each claim, unless there is an Endorsement shown in your Policy Schedule to say otherwise. If We have asked a supplier to deal with all or part of Your claim, We may ask them to collect the Excess from You.

SECTION 4 - PEDAL CYCLES

(This section is included if shown on Your Schedule)

Accidental loss or damage to **Pedal Cycles** owned by **You** or **Your Family** up to the **Sum Insured** as specified on **Your Schedule**. **Excluding**

- a) loss or damage listed under other exclusions
- b) loss or damage while being used for track racing or business purposes
- c) theft while away from the **Home** unless in a building or securely locked to an immovable object
- d) loss of or damage to accessories unless caused by an accident to **Pedal Cycles** or unless the **Pedal Cycles** are stolen or destroyed by fire at the same time

Basis of Claims Settlement

In the event of loss or damage to **Your Pedal Cycles**, **We** will replace the damaged **Pedal Cycles**, provided that the **Sum Insured** is at least equal to the cost of replacing the **Pedal Cycles**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item or pay the cost of repairing the item. A deduction will be made for wear and tear.

In respect of any claim made under this **Policy**, **Our** liability will not exceed the **Sum Insured** for **Your Pedal Cycles**, as shown in the **Schedule**.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

If the **Sum Insured** isn't enough to cover the cost to replace **Your Pedal Cycles** as new, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to replace **Your Pedal Cycles** as new, **We** will pay no more than 75% of **Your** claim.

Your Excess

You will have to pay any Excess(es) shown in Your Schedule. This includes the specific Excesses for:

- subsidence, heave or landslip
- escape of water.

We will only take off one Excess for each claim, unless there is an Endorsement shown in your Policy Schedule to say otherwise. If We have asked a supplier to deal with all or part of Your claim, We may ask them to collect the Excess from You.

GENERAL CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS POLICY

Your Responsibility. You must take reasonable care to:

- -supply accurate and complete answers to all the questions **Your** agent may ask as part of **Your** application for cover under the **Policy**
- -to make sure that all information supplied as part of Your application for cover is true and correct
- -tell Your agent of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions Your agent ask when You take out, make changes to and renew Your Policy. If any information You provide is not accurate and complete, this may mean Your Policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full. If You become aware that information You have given Your agent is inaccurate or has changed, You must inform them as soon as possible.

Claims Underwriting Exchange

We may use Your personal information to prevent crime. In order to prevent crime We may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

Duty of Care

You must take actions to prevent loss or damage to Your Property and ensure that Your Property is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the Building is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

It is important that **You** keep **Your** agent advised of any change in **Your** circumstances. **Your Policy** has been based on the information **You** have given **Your** agent in the proposal and **You** must advise **Your** agent immediately of changes such as:

- Your Property becoming Unoccupied for more than 30 days
- You or any member of Your Family being convicted of any criminal offence
- You or any member of Your Family being declared bankrupt, or served with a County Court Judgement
- You or any member of Your Family using the Home for Business or professional purposes.

Unoccupancy

You must notify Your agent if the **Buildings** as specified in the **Schedule** are to be become **Unoccupied** for more than 30 days in any single period.

Notice of Building Works

You must notify **Your** agent prior to the start of any conversions, alterations and extensions to any **Buildings** specified in the **Schedule**.

Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your** agent will then refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after 14 days **You** will be entitled to a pro rata return of premium on the condition that no claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- Where **We** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

• You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

If **We** cancel the **Policy** and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the **Policy** immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** agent with incomplete or inaccurate information. This may result in **Your Policy** being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your Policy** is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

Contracts (Rights of Third Parties Act) 1999

No person, company or entity who is not party to this **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** proportionate share of any claim.

GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS OF THIS POLICY

This **Policy** does not cover the following:

a) Radioactive Contamination

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

b) War and Civil War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

c) Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

d) Deliberate Act

Loss or damage caused intentionally by You, or anyone working on Your behalf.

e) Existing Damage

Loss or damage occurring prior to the commencement of Your insurance Policy.

f) Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

g) Consequential Loss

Consequential Loss as a result of any claim under this Policy.

h) Uninsurable Risks

Loss or damage as a result of Uninsurable Risks.

i) Motor Vehicles

Loss or damage caused to any motor **Vehicle** (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

j) Domestic Pets

Loss or damage caused by domestic pets.

k) Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **Policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Except **We** will pay a claim for the loss or damage to content **You** have bought and stored on **Your Home** computer, mobile phone, or other portable entertainment device by any cause listed in Section 2 – Contents and up to the amount specified under Digital Information.

HOW TO CLAIM AND CLAIMS CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS POLICY

If You need to make a claim under this Policy, You must do the following:

a) Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days. In the first instance, please contact **Our** claims management service;

Legal Liability All Other Claims

Langleys Solicitors Direct Group Property Services (Nexus)

Queens HousePO Box 800MicklegateHalifaxYorkHX1 9ET

YO1 6WG

Tel: 01904 686790 Tel: 0344 412 4259

Email: ukg@langleysclaimsservices.com

- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number
- c) Take all steps necessary to reduce further loss, damage or injury
- d) Provide Us with all information and evidence, including written estimates and proof of ownership and value that We may request
- e) Do not, under any circumstances effect full repairs without **Our** prior written consent
- f) Under no circumstances must **You** admit any liability or responsibility or negotiate or settle any aspect of any claim without **Our** permission in writing

On receipt of a notification of a claim, We may do the following:

- a) Enter any **Building** following loss or damage
- b) Negotiate, defend or settle any claim made against You
- c) Prosecute in Your name for Our benefit, any other person in respect of any claim We may have to pay
- d) Appoint a loss adjuster to handle the claim on **Our** behalf
- e) Arrange to repair the damage to the Building and/or any other property or item and handle any salvage appropriately.

UK General Insurance Ltd is an Insurers' agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Fraudulent/False Claims

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

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your Policy:
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to Us or anyone acting on our behalf, knowing the statement to be false;
- sends Us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the Policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- If Your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this Policy or return any premium to You and We may cancel Your Policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

COMPLAINTS PROCEDURE & REGULATORY INFORMATION

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Your agent who arranged the Insurance on Your behalf.

CLAIMS

Legal Liability All Other Claims

Langleys Solicitors Direct Group Property Services

Queens House Customer Relations

Micklegate Quay Point

York Lakeside Boulevard

YO1 6WG Doncaster
DN4 5PL

Tel: 01904 686790 Tel: 0344 854 2072

If **Your** complaint about the sale of **Your Policy** or **Your** liability claim cannot be resolved by the end of the third working day, **Your** complaint will be passed to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Tel: 0345 218 2685

Email: <u>customerrelations@ukgeneral.co.uk</u>

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06660A.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. 0300 123 9 123

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

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau. If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.munichre.com/en/service/privacy-statement/index.html.