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VIRMON/HPB/0506

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# Virgin Home Insurance

Policy document

[virginmoney.com](http://virginmoney.com)

# VIRGIN HOME INSURANCE POLICY

Thanks for choosing Virgin Home Insurance. This policy booklet gives full details of Your cover and You should read it carefully along with Your schedule and confirmation, then keep them in a safe place. We know there's a lot here but it's important to make sure You're familiar with Your Policy details.

## IMPORTANT INFORMATION

### Your Right to Cancel

If this cover does not meet Your requirements, please return all Your documents within 14 days of receipt. We will refund any premium paid in full provided no Claims have been made on the policy during that time.

### How to Complain

Should there ever be an occasion when You need to complain, please call Us on Our priority number 0845 302 0845. If Your complaint relates to a Claim, contact Your Claims handler whose details will be shown in Your Claims documentation.

If You wish to write, then address Your letter as follows:

- Claims related complaints to Virgin Money Home Insurance, Complaints Department, World Wide House, 2nd Floor, Thorpe Wood, Peterborough, PE3 6SB.
- All other complaints should be addressed to Customer Relations Departments, Virgin Home Insurance, PO Box 106, 37 Broad Street, Bristol, BS99 7NQ.

If we cannot resolve the differences between us, You may refer Your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone 0845 080 1800.

### Details about our Regulator

UK Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Statement of Demands and Needs

We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs.

This product meets the demands and needs of those who wish to ensure that their home buildings and/or contents are covered.

### This Policy is evidence of the contract between Us, UK Insurance Limited and You Our Policyholder.

We will provide insurance for those Sections shown in the Schedule during any Period of Insurance and in the terms set out in this Policy. The Policy, the schedule and any Endorsement should be read as one document and forms the basis of the contract. Any word or expression which has a particular meaning shall have the same meaning wherever it may appear.

The information given to Us orally or otherwise and in the proposal confirmation and declaration also forms the basis of this contract. You must tell Us of any change in this information as soon as possible as failure to do so could affect the cover provided. Virgin Home insurance is underwritten and provided by UK Insurance Limited, authorised and regulated by the Financial Services Authority.

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

On behalf of the Company.



Andy Watson  
Managing Director

If You have any queries about Your policy please call Us on 0870 024 1020. Calls may be recorded.

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# MEANINGS OF WORDS

Certain words in this Policy and schedule have particular meanings wherever they appear. These words and their meanings are given below:

## Adult

A person who has reached the age of sixteen years or above.

## British Isles

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

## Buildings

Your Home and its swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates, fences, landlord's fixtures and fittings, within the boundaries of Your Home.

## Claim

An incident that causes You to Claim under Your policy. Only one Policyholder can claim per incident.

## Company/Us/We/Our

UK Insurance Limited.

## Contents

Household goods, Personal Possessions, satellite dishes, aerials and any other articles belonging to You, Your Family, resident domestic staff, or visitors or items for which You or Your Family is responsible including office equipment in the Home up to a maximum of £5,000.

### But not

- a) motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) all with their accessories while attached,
- b) any living creature,
- c) landlord's fixtures and fittings,
- d) securities, certificates and documents unless defined as Money,

- e) property more specifically insured by any other policy,
- f) property held or used for any profession, business or employment except office equipment in the Home up to a maximum of £5,000, or
- g) bedded plants, trees, shrubs and grass.

## Credit Cards

Credit, cheque, bankers and cash dispenser cards issued to You or Your Family.

## Endorsement

An agreed change in the terms of the policy.

## Excess

The amount to be deducted from any one incident giving rise to a Claim.

## Family

Your spouse, Partner and other relatives normally living with You.

## Flood

An overflowing or influx of water originating from outside the boundaries of the Home.

## Glass

Any transparent or translucent material used as glazing.

## Home

The private dwelling within the boundaries of the address shown in the schedule together with its garages and domestic outbuildings.

## Money

Cash, bank and currency notes, cheques, Money and postal orders, postage stamps (not being part of a collection), savings stamps and savings certificates, share certificates, premium bonds, luncheon vouchers, travellers cheques, travel tickets, phone cards and gift tokens belonging to You or Your Family and used or held solely for private purposes.

## Partner

A person You are living with as if married.

## Period of Insurance

The period shown in the schedule/confirmation for which We have agreed to accept a premium and provided the premium is paid immediately on demand.

## Personal Effects

Clothing and other items designed to be either worn or normally carried belonging to You or Your Family.

### But not

- a) Sports equipment or camping equipment,
- b) Valuables or Money,
- c) contact or corneal lenses,
- d) household goods or domestic appliances,
- e) items held or used for any profession, business or employment, or
- f) motor vehicle accessories whilst attached to the vehicle.

## Personal Possessions

Valuables, Personal Effects and Sports Equipment.

## Policyholder/You/Your

The person or persons named in the schedule/confirmation.

## Sports Equipment

Articles of personal use including sports clothing specifically designed to be used for any sporting activity and belonging to You or Your Family.

### But not

- a) camping equipment,
- b) any vehicle, watercraft including windsurfers and surfboards, aircraft including hang-gliders, powered or otherwise, or their accessories, or
- c) items held or used for any profession, business or employment.

## Storm

A violent disturbance of the atmosphere with strong winds measuring at least 55 miles per hour on the Beaufort scale.

## Uninsurable Risks

- a) Wear and tear and depreciation.
- b) Rot, fungus, woodworm, beetle, moth, insects or vermin.
- c) Mechanical or electrical fault or breakdown.
- d) Any process of cleaning, dyeing, renovating, altering, re-styling, repairing or restoring.
- e) Any other gradually operating cause.
- f) Faulty workmanship, faulty design or the use of faulty materials.
- g) Changes in atmospheric conditions.

## Unoccupied

Not lived in by You or Your Family or by any other person with Your permission.

## Valuables

Jewellery, furs, items or sets or collections of gold, silver or other precious metals, works of art, watches, sets of stamps or coins or medals all belonging to You or Your Family.

### But not

- a) property more specifically insured by any other policy, or
- b) property held or used for any profession, business or employment.

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

### 1 Policy terms and conditions

You and any other person entitled to benefit under this policy must comply with its terms, conditions and Endorsements.

### 2 Prevention of loss

You and any other person entitled to benefit under this policy must take all reasonable steps to:

- a) prevent loss, damage or accident, and
- b) maintain the insured property in sound condition and good repair.

### 3 Cancellation

- a) You may cancel the policy by giving Us written notice and We will make a refund of premium paid for any unexpired Period of Insurance provided that no Claim has been made during the current Period of Insurance.
- b) We may cancel the policy by sending seven days written notice by letter to You at the address last known to Us and We will make a refund of the premium paid for any unexpired Period of Insurance.
- c) If the premium is payable by monthly instalments and payment ceases We will assume this as cancellation by You in accordance with Paragraph a). Any refund of premium will first be applied to any outstanding premium payable.

### 4 Payment of premium

- a) Where payment of premium is not made, We will assume that it is Your intention to cancel the policy and any cover otherwise provided by this policy will be inoperative from the date such payment was due.
- b) If You are paying by instalments, the full annual premium remains due when a Claim has been made in the current Period of Insurance despite cancellation. We reserve the right to deduct this from any Claim payable by Us.

### 5 Joint Policyholder

Where the schedule/confirmation notes the interest(s) of other parties these shall have the same rights and interests as the Policyholder.

### 6 Changes that may affect Your cover

You must tell Us as soon as possible if there are any changes that may affect Your insurance, such as the following:

- a) You change the address where You normally live.
- b) Work that is being done to Your Home that is not normal routine maintenance or decoration.
- c) Any conviction or pending prosecution.
- d) Your Home is let to tenants or shared with lodgers.
- e) Your Home is used for business or as a holiday home.

We may then re-assess Your cover and premium either immediately or at Your next renewal date depending on the information provided.

NB. This is not a complete list. If You are unsure whether it is a change that may affect Your cover, You should contact Us anyway.

If you give Us any additional information, for instance by letter, You should keep a copy.

### 7 Number of bedrooms

You must tell Us if the number of bedrooms in Your Home changes from what is shown in the schedule.

### 8 Auto renewal

When Your policy is due for renewal We may offer to renew it for You automatically – this saves You the worry of remembering to call Us before the policy expires. If We offer to do this for You, We will write to You before Your policy expires with full details of Your next year's premium and policy conditions. If You do not want to renew this policy, all You need to do is call Our customer priority line on 0870 024 1020 to let Us know.

### 9 Fraud

If any part of any Claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit under this policy, the policy shall become void and all benefit under this policy shall be forfeited.

### 10 The law applicable to this contract

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

## SECTION 1 - BUILDINGS

### A – Loss or damage

We will pay for loss of or damage to the Buildings caused by:

- 1 Fire, lightning, explosion or earthquake
- 2 Smoke
- But not loss or damage caused by smog, agricultural or industrial operations or any gradual process.
- 3 Riot, civil commotion, labour or political disturbance
- 4 Collision with the Buildings directly caused by any moving object originating outside Your Home

But not loss of or damage to hedges, gates or fences by falling trees or branches.

#### 5 Storm or Flood

But not

- a) loss of or damage to hedges, gates or fences, or
- b) loss or damage caused by frost.

#### 6 Theft or attempted theft

But not

- a) loss or damage caused by any paying guest, tenant or Family member, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 7 Vandalism or malicious acts

But not

- a) loss or damage caused by any paying guest, tenant or Family member, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 8 Escape of water or oil from any fixed water or heating installation or from any fixed domestic appliance

But not after Your Home has been Unoccupied for more than 60 consecutive days.

#### 9 Subsidence or heave of the site on which the Building of Your Home stands or landslip

But not

- a) loss or damage caused by:
  - i) coastal or river erosion,
  - ii) demolition, structural repairs or alterations to the Buildings, or
  - iii) faulty workmanship, faulty design or the use of faulty materials,

- b) loss of or damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of Your Home are damaged at the same time by the same cause,
- c) loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless Your Home, an outbuilding or garage is damaged at the same time by the same cause, or
- d) the amount of the 'Subsidence' Excess shown in the schedule which will apply to any Claim for subsidence or heave or Landslip.

### B – Additional cover

#### 1 Plumbing installation

We will pay for damage to any part of the plumbing installation in Your Home caused by an increase in internal pressure or freezing.

But not

- a) if the installation is outside or in an outbuilding,
- b) loss or damage due to rust, corrosion or wear and tear,
- c) after Your Home has been Unoccupied for more than 60 consecutive days, or
- d) Uninsurable Risks.

#### 2 Service pipes and cables

We will pay for accidental damage for which You are legally responsible to underground drains, pipes, cables and tanks providing services to or from Your Home.

But not Uninsurable Risks.

#### 3 Glass and sanitary ware

We will pay for accidental breakage of fixed Glass in windows, doors or roofs, fixed ceramic hobs or fixed ceramic sanitary ware in Your Home.

But not

- a) breakage by any paying guest or tenant, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 4 Fees and clearance costs

We will pay for:

- a) the cost of architects, surveyors, consultants and legal fees.

**But not** fees for preparing any Claim under the policy.

- b) costs necessarily incurred with Our consent to clear the site and make it and the Buildings safe in the repair or reinstatement of the Buildings following damage recoverable under this Section.

#### 5 Local authority requirements

**We will pay for** the extra cost of reinstatement or repair of the damaged part of the Buildings incurred solely to comply with any government or local authority requirement following damage recoverable under this Section.

**But not** if You were notified of the requirement before the damage occurred.

#### 6 Alternative accommodation and rent

**We will pay** in addition to any other amount recoverable under this Section:

- a) if You occupy Your Home the cost of reasonable alternative accommodation for You, Your Family and domestic pets, or
- b) if Your Home is lent or let, rent You would have received but lose while Your Home is unfit to live in following damage recoverable under this Section.

Any Claim payment will not be more than £25,000.

#### 7 Sale and purchase

- a) If You are selling Your Home the purchaser will have the benefit of the insurance by this Section up to the date of completion provided the Buildings are not otherwise insured.
- b) If You are purchasing another private dwelling Your new dwelling will be insured by this Section for up to three months from the date contracts to purchase are exchanged or in Scotland the date of the acceptance of offer.

**But not**

- i) if it is otherwise insured,
- ii) after completion of the purchase, or
- iii) for more than the sum insured by this Section.

#### 8 Emergency entries

**We will pay** for loss or damage to the Building caused when the fire brigade, police or the ambulance service have to make a forced entry because of an emergency to You or Your Family.

The most **We will pay** for a claim will be £1,000.

### C – Accidental Damage (Optional extra)

This cover only applies if the schedule shows that 'Accidental Damage' is included in Section 1 – Buildings.

#### 1 Accidental Damage to the Buildings

**We will pay for** accidental damage to the Buildings.

**But not**

- a) damage caused by:
  - i) any paying guest or tenant,
  - ii) domestic pets, or
  - iii) Uninsurable Risks,
- b) damage by a cause excluded by Paragraph A of Section 1 – Buildings,
- c) the cost of maintenance and normal redecoration, or
- d) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 2 Repair of sewer

**We will pay for** the cost incurred in breaking into and repairing the pipe between the main sewer and Your Home following the blockage of the pipe.

Any Claim payment will not be more than £1,000.

(The General Exclusion of any 'Gradually Operating Cause' does not apply to this Section).

#### 3 Occupation by squatters

**We will pay for:**

- a) legal fees necessarily incurred with Our written consent in repossessing Your Home, and
- b) the cost of reasonable alternative accommodation for You, Your Family and domestic pets while Your Home is occupied by squatters.

Any Claim payment will not be more than £10,000.

### D – Inflation protection

The sum insured shown in the schedule for Buildings may be adjusted monthly as required by the percentage change in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or a suitable alternative index.

If this change occurs, the premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

### E – Basis of Claims settlement

- 1 **We will pay for** the cost incurred in reinstatement or repair of that part of the Buildings which is damaged by any of the causes insured by this Section without any deduction for wear and tear provided that at the time of such damage the Buildings are in a good state of repair.

**But not** for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.

- 2 If the damage to the Buildings is not reinstated or repaired or the Buildings are not in a good state of repair then **We will pay** at Our option:

- a) the cost of reinstating the damage less a deduction for any wear and tear or betterment, or
- b) the difference between the sale value of Your Home in the open market immediately prior to the damage and its residual value following such damage.

- 3 The most **We will pay** for any one Claim will be the total sum insured shown in the schedule plus any amount payable under items B4, B5, B6 and B7 of Paragraph B of Section 1 – Buildings.

- 4 The sum insured will not be reduced by a Claim payment.

- 5 **We will not pay** any reduction in the market value of Your Home resulting from reinstatement or repair of or damage to the Building.

- 6 Any Claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

- 7 The insurance premium charged is based upon the sums insured shown on Your Policy schedule. If in Our opinion the sums insured do not accurately reflect the rebuild cost of the risk on cover, at Our option, **We reserve** the right to reduce any Claims payment by the amount of percentage of underpayment of premium due to this underestimation of value.

### F – Your liability as property owner

In law, most accidents that happen in Buildings are usually the responsibility of the occupier of the Buildings rather than the owner. To obtain protection as occupier of Your Home, You must obtain separate cover, which is usually provided as standard cover within a Home Contents insurance policy.

**We will pay** all sums for which You become legally liable arising solely from Your ownership of Your Home and its land or from any private dwelling previously owned and occupied by You for accidental:

- a) death of or bodily injury to any person, or
- b) loss of or damage to material property occurring during the Period of Insurance shown in the schedule.

**But not** liability:

- i) for death of or bodily injury to Your Family, domestic staff, lodgers or tenants,
- ii) for damage to property belonging to or in the custody or control of You, Your Family or domestic staff, or
- iii) arising from:
  - 1) any profession, business or employment,
  - 2) an agreement unless that liability would have existed otherwise, or
  - 3) Your capacity as occupier of Your Home.

Any Claim payment resulting from one incident will not be more than £2,000,000.

**We will also pay** costs, expenses and legal fees necessarily incurred with Our written consent under Paragraph F of Section 1 – Buildings.

### G – Premium adjustment

The premium for this Section is based on the estimated rebuilding cost of the Buildings calculated from information provided by You.

If it is established that the cost of completely rebuilding the Buildings as new including fees and clearance costs is greater than the sum insured shown on the schedule adjusted for index linking, then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable.

## SECTION 2 - CONTENTS

### A - Loss or damage

**We will pay for** loss or damage to the Contents while in Your Home caused by:

- 1 Fire, lightning, explosion or earthquake
- 2 Smoke
- But not** loss or damage caused by smog, agricultural or industrial operations or any gradual process.
- 3 Riot, civil commotion, labour or political disturbance
- 4 Collision with the Buildings directly caused by any moving object originating outside Your Home
- 5 Storm or Flood

#### 6 Theft or attempted theft

**But not**

- a) loss or damage caused by any paying guest, tenant or Family member,
- b) loss by deception other than deception used solely to enter Your Home,
- c) loss of Money unless force or deception is used solely to enter Your Home,
- d) after Your Home has been Unoccupied for more than 60 consecutive days, or
- e) loss or damage to office equipment unless caused by forcible or violent entry to Your Home.

#### 7 Vandalism or malicious acts

**But not**

- a) loss or damage caused by any paying guest, tenant or Family member, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 8 Escape of water or oil from any fixed water or heating installation or from any fixed domestic appliance

**But not** after Your Home has been Unoccupied for more than 60 consecutive days.

#### 9 Subsidence or Heave of the site on which the Building of Your Home stands or landslip

### B - Additional cover

#### 1 Contents in the garden

**We will pay for** loss of or damage to the Contents from any cause insured by Paragraph A of Section 2 – Contents, while in the open and within the boundaries of Your Home and its land.

**But not**

- a) after Your Home has been Unoccupied for more than 60 consecutive days,
- b) loss of Money, or
- c) more than £500 in respect of any one Claim.

#### 2 Contents away from Your Home

**We will pay for** loss of or damage to the Contents from any cause insured by Paragraph A of Section 2 – Contents while temporarily:

- a) within the British Isles in a bank safe deposit, occupied private dwelling or caravan, or any building where You or Your Family work or reside,

**But not**

- i) loss by deception, or
- ii) loss of Money,
- b) elsewhere in the British Isles,

**But not**

- i) loss of or damage to property in a furniture depository other than as provided in Paragraph B of Section 2 – Contents,
- ii) loss of Money, or
- iii) loss or damage caused by:
  - 1) vandalism or malicious acts,
  - 2) Storm or Flood to property not in a building or caravan,
  - 3) theft unless:
    - a) force is used to enter a building or caravan, or
    - b) by 'hold up' while property is being worn or carried, or
  - 4) theft from any motor vehicle.

Any Claim payment will not be more than £5,000.

### 3 Glass

**We will pay for** accidental breakage of mirrors, fixed Glass in either furniture or pictures, or in ornaments, plate Glass tops to furniture and ceramic hobs while in Your Home.

**But not**

- a) breakage caused by any paying guest or tenant, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 4 Home entertainment equipment

**We will pay for** accidental damage to television sets, video cassette recorders, DVD players, audio equipment, radios, home computers, monitors, laptops, television games consoles while in Your Home.

**But not**

- a) damage to records, discs of any kind, tapes or cassettes,
- b) damage caused by:
  - i) any paying guest or tenant, or
  - ii) Uninsurable Risks, or
- c) after Your Home has been Unoccupied for more than 60 consecutive days.

#### 5 Alternative accommodation and storage

**We will pay** in addition to any other amount recoverable under this Section and if You occupy Your Home:

- a) the cost of reasonable alternative accommodation for You, Your Family and domestic pets, and
- b) the cost of temporary storage of the Contents while Your Home is unfit to live in following loss or damage by any cause insured by Paragraph A of Section 2 – Contents.

Any Claim payment will not be more than 20% of the sum insured by this Section.

#### 6 Oil and metered water

**We will pay for** the reasonable cost incurred for loss of oil from the domestic heating installation and loss of metered water following accidental damage to the Buildings.

#### 7 External door locks

**We will pay for** the reasonable cost incurred in replacing and installing external door locks or to any safe or intruder alarm system in Your Home where the keys of such locks have been stolen.

Any Claim payment will not be more than £500.

### 8 Title deeds

**We will pay for** the cost necessarily incurred in preparing new title deeds to Your Home following loss or damage by any cause insured by Paragraph A of Section 2 – Contents while the deeds are in Your Home or in Your bank for safe keeping.

Any Claim payment will not be more than £250.

#### 9 Seasonal increase

During the period 1 December to 15 January and if within the Period of Insurance shown in the schedule the sum insured by this Section is increased by 10%.

#### 10 Wedding gifts

During the four weeks before and the four weeks after the wedding day of You or Your Family and if within the Period of Insurance shown in the schedule the sum insured by this Section is increased by 10%.

#### 11 Household removal

**We will pay for** accidental loss of or damage to the Contents occurring in the course of permanent removal by professional removal contractors from Your Home to any other private dwelling within the British Isles including temporary storage for up to 72 hours.

**But not**

- a) loss of or damage to:
  - i) Money or Valuables, or
  - ii) china, Glass, earthenware or other items of a brittle nature unless packed by professional packers, or
- b) loss or damage caused by Uninsurable Risks.

#### 12 Downloaded information

**We will pay** the cost of replacing information lost or damaged as a result of any cause listed in Paragraph A of this section, that You may have purchased and stored on Your Home entertainment equipment and mobile phones.

**But not** the cost of

- a) remaking a film, tape or disc
- b) rewriting the information contained on Your home entertainment equipment.

The most We will pay for one claim will be £1,000.

## C – Accidental Damage (Optional extra)

This cover only applies if the schedule shows that 'Accidental Damage' is included in Section 2 – Contents.

**We will pay for accidental damage to the Contents while in Your Home.**

### But not

- a) damage to contact or corneal lenses, pedal cycles or Money,
- b) damage caused by:
  - i) any paying guest or tenant,
  - ii) domestic pets, or
  - iii) Uninsurable Risks,
- c) damage by a cause excluded by Paragraph A of Section 2 – Contents,
- d) damage occurring during any household removal,
- e) after Your Home has been Unoccupied for more than 60 consecutive days,
- f) Sports equipment or camping equipment and apparel whilst in use, or
- g) the Excess shown in the schedule/confirmation of any Claim settlement.

## D – Frozen foods

We will pay the costs of replacing food spoilt in any deep freeze unit or refrigerator in Your Home by rise or fall in temperature or escape of refrigerant fumes.

### But not

- a) if caused by the deliberate act of the supply authority or its employees,
- b) if the refrigeration unit in the appliance is over 10 years old unless under a maintenance contract and/or unless there is a power supply failure which is not caused by a deliberate act of the supply authority or its employees, or
- c) after Your Home has been Unoccupied for more than 60 consecutive days.

Any Claim payment will not be more than the limit shown in the schedule.

## E – Inflation protection

The Contents sum insured shown in the schedule for Contents will be adjusted monthly by the percentage

change in the Consumer Durables Index of the Retail Price Index or a suitable alternative index.

The premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

## F – Basis of Claims settlement

### 1 For any one item of Contents or part of a set or suite lost or damaged We will at Our option:

- a) pay the cost of replacing the item or part as new,
- b) replace the item or part as new,
- c) pay the cost of repairing the item or part, or
- d) make a cash payment which will be the price We could have replaced it for using Our own suppliers.

**We will not pay** for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection or items of a uniform design, nature or colour.

### 2 A deduction may be made for any wear and tear or betterment in any Claim settlement for:

- a) clothing or linen, or
- b) any item or part which is not replaced or repaired.

### 3 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. We recommend that You keep copies of valuations, receipts, photographs and instruction booklets to help You do this.

### 4 The most We will pay for any one Claim will be the total sum insured on Contents as shown in the Contents section of Your schedule subject to the following limits:

- a) the sum insured by any item,
- b) £300 in respect of Money,
- c) £1,500 for any one valuable unless specified in the schedule,
- d) the amount shown in the schedule for any loss of Valuables, and
- e) the amount shown in items 1, 2, 7 and 8 of Paragraph B of Section 2 – Contents.

In addition We will pay any amount payable under items 5, 9 and 10 of Paragraph B of Section 2 – Contents.

### 5 The sum insured will not be reduced by a Claim payment unless the Claim relates to the total loss of any specified item.

### 6 Any Claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

### 7 The insurance premium charged is based upon the sums Insured shown on Your Policy schedule. If in Our opinion the sums Insured do not accurately reflect the value of the item or items which they describe then, at Our option, We reserve the right to reduce any Claim payment by the amount of percentage of underpayment of premium due to this under-estimation of value.

### Premium adjustment

The premium for this Section is based on the estimated replacement cost of the Contents as advised by You. This is shown as the sum insured for this Section.

If it is established that the cost of completely replacing the Contents as new is greater than the sum insured adjusted for index linking, then the sum insured will be increased to such replacement cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable. Any increase in the Sum Insured will not apply retrospectively to any Claim.

## G – Liabilities

### 1 Occupiers and personal liabilities

**We will pay** all sums for which You or Your Family become legally liable as occupiers of Your Home or in any other personal capacity for accidental:

- a) death of or bodily injury to any person, or
- b) loss of or damage to material property occurring during the Period of Insurance shown in the schedule.

### But not liability:

- a) for death of or bodily injury to Your Family, domestic staff, lodgers or tenants,
- b) for damage to property belonging to or in the custody or control of You, Your Family or domestic staff, or

### c) arising from:

- 1) ownership of any land or building,
- 2) occupation of any land or building other than Your Home,
- 3) any profession, business or employment,
- 4) the transmission of any communicable disease,
- 5) the ownership, possession or use of any:
  - i) motor vehicle other than motorised gardening equipment,
  - ii) items whilst being towed,
  - iii) watercraft, hovercraft or aircraft other than hand propelled or models,
  - iv) living creatures other than domestic animals, or
  - v) animals listed under the Dangerous Dogs Act 1991,
- 6) an agreement unless that liability would have existed otherwise,
- 7) ownership or use of firearms, or
- 8) any wilful or malicious act.

Any Claim payment resulting from one incident will not be more than £2,000,000.

**We will also pay** costs, expenses and legal fees necessarily incurred with Our written consent.

### 2 Employer's liability

**We will pay** all sums which You become legally liable to pay for accidental death of or bodily injury to domestic staff employed by You occurring during the Period of Insurance shown in the schedule.

Any Claim payment resulting from one incident will not be more than £10,000,000.

**We will also pay** costs, expenses and legal fees necessarily incurred with Our written consent.

**But not** liability arising from the transmission of a communicable disease.

### 3 Tenants liability

**We will pay** for all sums which You become legally liable to pay as a tenant of Your Home for damage to the Buildings by any cause insured by paragraphs A, B1, B2 and B3 of Section 1 of this Policy occurring during the Period of



## SECTION 3 - PERSONAL POSSESSIONS (OPTIONAL EXTRA)

Insurance shown in the schedule.

Any Claim payment resulting from one incident will not be more than 20% of the total sum insured by the Contents Section of this Policy.

### 4 Liability of others

**We will pay** the amount of any outstanding and irrecoverable award of damages and costs obtained after a defended hearing made in a court in the United Kingdom if such award has not been paid to You within three months of the date of the award.

We will only make payment if item 1 of this Liabilities Section would have insured You had the award been made against You or Your Family and You agree to allow Us to enforce Your unsatisfied rights which We will become entitled to upon making a payment.

#### But not

- a) if an appeal is pending, or
- b) if the incident giving rise to the Claim occurs outside any Period of Insurance.

Any Claim payment resulting from one incident will not be more than £1,000,000.

### A - Loss or damage

**We will pay for** accidental loss of or damage to Personal Possessions and any other item specified in the Personal Possessions Section of the schedule while such property is within the British Isles.

#### But not

- a) loss of or damage to:
  - i) pedal cycles or their accessories,
  - ii) skis or sub-aqua equipment whilst in use,
  - iii) Sports equipment or apparel whilst in use,
  - iv) property more specifically insured by any other policy, or
  - v) property held or used for any profession, business or employment,
- b) loss or damage caused by:
  - i) theft:
    - 1) by deception, or
    - 2) from an unattended motor vehicle unless the item is hidden from view within the vehicle and violence and force is used to enter the vehicle,
  - ii) confiscation or detention by customs or other officials,
  - iii) Uninsurable Risks, or
  - iv) domestic pets, or
- c) loss or damage by a cause excluded by Paragraph A of Section 2 – Contents.

### B - Additional cover

#### 1 Money

**We will pay for** accidental loss of Money anywhere in the world in the custody or control of You or Your Family.

#### But not

- a) due to shortage caused by error or omission,
- b) any depreciation in value,
- c) losses not reported to the police within 24 hours of discovery, or
- d) loss or damage by confiscation or detention by customs or other officials.

Any Claim payment will not be more than the limit shown in the schedule.

#### 2 Credit cards

**We will pay for** financial loss following unauthorised use of credit cards.

#### But not

- a) by Your Family,
- b) where You have not observed the conditions under which the credit card is issued, or
- c) losses not reported to the police and the issuing authority within 24 hours of discovery.

Any Claim payment will not be more than the limit shown in the schedule.

#### 3 Overseas travel

The insurance by the Personal Possessions Loss or Damage Section will apply to the property insured while temporarily outside the British Isles for a period not exceeding 60 days in any one Period of Insurance and while in the custody or control of You or any Adult member of Your Family.

Any Claim payment will not be more than £7,500 or the sum insured by this Section whichever is the lesser.

**But not** loss or damage by a cause excluded by Paragraph A of Section 3 – Personal Possessions.

#### 4 Items in a bank

**We will pay for** accidental loss of or damage to items described in the schedule as being held in a bank or safe deposit.

#### But not

- a) while such items are removed from the custody of the bank or safe deposit, or
- b) any loss or damage which does not involve forced or violent entry.

### C - Inflation protection

The sum insured shown in the schedule for Personal Possessions will be adjusted monthly by the percentage change in the Consumer Durables Index of the Retail Price Index or a suitable alternative index.

The premium at renewal will be calculated on the revised sums insured shown in Your renewal schedule.

## SECTION 4 - PEDAL CYCLES (OPTIONAL EXTRA)

### D - Basis of Claims settlement

- 1 For any one item of Personal Possessions or part of a set lost or damaged We will at Our option:
  - a) pay the cost of replacing the item or part as new,
  - b) replace the item or part as new,
  - c) pay the cost of repairing the item or part, or
  - d) make a cash payment which will be the price We could have replaced it for using Our own suppliers.
- 2 A deduction will be made for any wear and tear or betterment in any Claim settlement for:
  - a) clothing (including sports clothing), or
  - b) any item or part which is not replaced or repaired.
- 3 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. We recommend that You keep copies of valuations, receipts, photographs and instruction booklets to help You do this.
- 4 The most We will pay for any one Claim will be the total sum insured on Personal Possessions shown in the schedule subject to the following limits:
  - a) the sum insured by any item specifically listed in the schedule,
  - b) £1,500 for any one item, set or collection unless otherwise specified in the schedule, or
  - c) the amount shown in paragraph 3 of the Personal Possessions Additional Cover Section.

In addition We will pay any amount payable under items 1 and 2 of paragraph B of Section 3 – Personal Possessions.
- 5 The sum insured will not be reduced by a Claim payment unless the Claim relates to the total loss of any specified item.
- 6 Any Claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.
- 7 The insurance premium charged is based upon the sums insured shown in Your Policy schedule. If in Our opinion the sums insured do not accurately reflect the value of the item or items which they describe then, at Our option, We reserve the right to reduce any Claim payment by the amount of the percentage of underpayment of premium due to this under-estimation of value.

### A - Loss or damage

We will pay for accidental loss of or damage to any pedal cycles and their accessories subject to the limits as specified in the schedule belonging to You or Your Family while within the British Isles.

#### But not

- a) loss of or damage to:
  - i) tyres or accessories unless the cycle is lost or damaged at the same time,
  - ii) the cycle whilst being used for racing, pacemaking, competition, trials, demonstration or exhibition, or
  - iii) cycles more specifically insured by any other policy,
- b) loss or damage caused by:
  - i) theft:
    - 1) by deception, or
    - 2) unless when unattended the cycle is in a locked building or immobilised by a security device and attached to a permanently fixed structure,
  - ii) confiscation or detention by customs or other officials, or
  - iii) Uninsurable Risks, or
- c) loss or damage by a cause excluded by Paragraph A of Section 2 – Contents.

### B - Overseas travel

The insurance provided by the Pedal Cycles Loss or Damage Section will apply to the property insured while temporarily outside the British Isles for a period not exceeding 60 days in any one Period of Insurance and while in the custody or control of You or any Adult member of Your Family.

### C - Basis of Claims settlement

- 1 For any one cycle lost or damaged We will at Our option:
  - a) pay the cost of replacing the cycle,
  - b) replace the cycle,
  - c) pay the cost of repairing the cycle, or
  - d) make a cash payment.
- 2 The most We will pay for any one cycle and its accessories will be the limit shown in the schedule.
- 3 Any Claim settlement will:
  - a) not be more than the sum insured shown in the schedule, and
  - b) be reduced by the amount of any Excess shown in the schedule.

## CLAIMS CONDITIONS

### 1 Notification of a Claim

When You become aware of a Claim or potential Claim under this policy You must notify Us as soon as reasonably possible.

### 2 Loss or damage Claims

For any loss or damage Claim You must:

- a) at Your expense provide Us with such information and evidence as We may request including written estimates and proof of ownership or value,
- b) notify the police immediately of any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion or if any property has been lost outside Your Home, and
- c) provide Us with access to or inspection of the damaged property.

You and any other person entitled to benefits under the policy must comply with all requests for co-operation.

At Our option, We may request invoices and/or receipts for the repair or replacement of lost, damaged or stolen items, before releasing payment in the settlement of any Claim.

### 3 Liability Claims

For any liability Claim You must:

- a) send Us any letter, Claim, writ or summons in connection with the Claim or potential Claim immediately it is received, and
- b) not admit, deny, negotiate or settle a Claim without Our written consent.

### 4 Abandonment

No property may be abandoned to Us.

### 5 Enforcing Your rights

We may at Our expense and in Your name take any steps necessary to enforce Your rights against any other person either before or after We pay a Claim.

### 6 Other insurances

If there is any other insurance covering the same loss, damage or liability We will only pay Our proportionate share.

### 7 Outstanding premiums

The amount of any Claim payable by Us will be reduced by the total of the unpaid premium for the full Period of Insurance.

## EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

This policy does not cover:

### 1 Radioactive contamination

Any expense, consequential loss, legal liability or any loss of or damage to property directly or indirectly caused by or arising from or contributed to by:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2 War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Sonic bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

### 4 Existing damage

Any loss or damage occurring before cover commences.

### 5 Pollution or contamination

Any expense, consequential loss, legal liability or any loss of or damage to property directly or indirectly caused by pollution or contamination, unless arising from leakage of oil from any fixed heating installation or from any domestic appliance in Your Home.

### 6 Failure of computers and electrical equipment

Damage or consequential loss directly or indirectly due to:

- a) the failure of any computer or other electrical equipment or component to recognise correctly any date as its true calendar date, or
- b) computer viruses.

### 7 Deliberate acts

We will not pay for any deliberate damage caused by You or members of Your Family, or by any other person lawfully in Your Home.

### 8 Specific insurance

We will not pay for any Claims where a more specific insurance policy was in force at the time of the loss or Claim.

### 9 Uninsurable Risks

We will not pay for Uninsurable Risks.

### 10 Terrorism

Any expense, consequential loss, legal liability or any loss of or damage to property directly or indirectly caused by terrorism.

Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious or ideological purposes, including the intention to influence any government or to put members of the public in fear.

## YOUR CONSUMER CREDIT AGREEMENT

### Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on 0845 302 0845 or write to Us at the address shown on Your documents. We will refund any premium paid in full provided that no Claim has been made. If a Claim has been made then We will deduct any remaining and unpaid premium from the settlement amount.

If You do not cancel the Consumer Credit Agreement, You must continue to pay the instalments for Your Policy otherwise We will cancel Your cover and terminate the Consumer Credit Agreement.

Please note that if You cancel Your Consumer Credit Agreement within 14 days, You have the option to continue cover under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also be cancelled.

### Other Important Information about Your Consumer Credit Agreement

If You have a complaint relating to Your Consumer Credit Agreement You should refer to the 'How to Complain' section in Your policy booklet. You may terminate Your Consumer Credit Agreement at any time. However, if You wish cover to continue under the Policy then the outstanding balance must be settled in full.

We may terminate Your Consumer Credit Agreement if You fail to pay any instalment by the due date. For full details see your Consumer Credit Agreement.

UK Insurance Limited is the underwriter of Your Policy and provides credit to You in order that You may pay Your policy premiums in instalments.

It is possible that other taxes or costs not imposed by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.