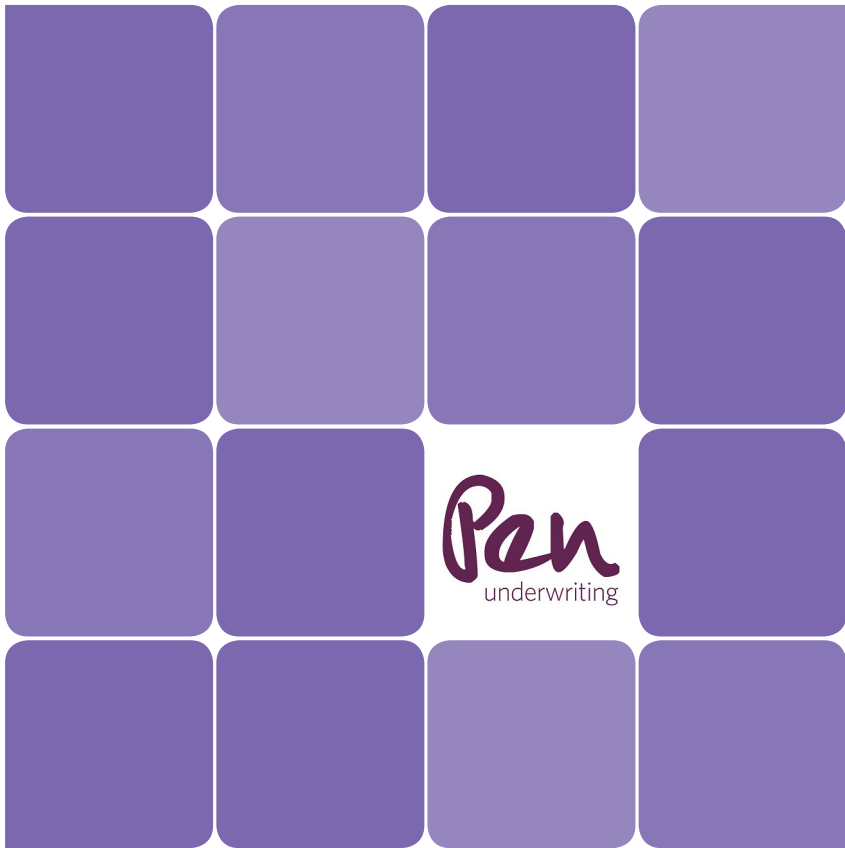


# Tenants Contents Insurance

WITH ACCIDENTAL DAMAGE COVER



POLICY TERMS & CONDITIONS

# City Landlord

## Introduction

Thank **you** for choosing **City Landlord**. This is **your** Tenants Contents Insurance **policy**, setting out **your** insurance protection in detail.

**Your** premium has been based upon the information shown in the **policy certificate** and recorded in **your** statement of fact. If **you** have any questions, please contact **us** on free phone 0800 2944 546.

### Insurers

Your Tenants Contents Insurance is underwritten by a consortium of the following leading insurers:-

#### **Legal & General Insurance Limited**

Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA.

Legal & General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

#### **ERGO Versicherung AG (UK Branch)**

ERGO Versicherung AG, UK Branch (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ERGO Versicherung AG is a German insurance company authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of ERGO Versicherung AG, UK Branch's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

Details of each insurer's proportionate liability will be provided upon request.

## Tenants Contents - Insurance Policy

### Contents

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# Your Policy

**Welcome to your Tenants Contents insurance policy and thank you for choosing City Landlord.**

**The information you have supplied forms part of the contract of insurance with us; your policy is evidence of that contract you should read it carefully and keep it in a safe place.**

In return for having accepted **your** premium **we** will, in the event of injury, loss or damage (happening within the **period of insurance**), provide insurance as described in the following pages and referred to in **your certificate**.

If after reading these documents, **you** have any questions, please contact **your** insurance adviser.

## Important

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**We** recommend that **you** read this **policy** in conjunction with **your certificate**, to ensure that it meets with **your** requirements. Should **you** have any queries, please contact **us** or **your** insurance adviser.

**You** must notify **us** as soon as possible when any works or renovations, other than routine maintenance or basic decorations (painting and wallpapering), are being carried out at **your home**; or if the **home** will be **unoccupied**/empty for more than 30 consecutive days.

Please note that there is no cover for **unoccupied**/empty and **unfurnished** properties beyond 60 days.

**Your** attention is drawn to the Complaints procedure (Making Yourself Heard) on page 26.

## The Law applicable to this Policy

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**You** are free to choose the law applicable to this **policy**. **Your policy** will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

## General Data Protection Regulation 2016/679

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**City Landlord** are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **us** monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our Privacy Policy - <https://www.citylandlord.co.uk/privacy-policy/> . If **you** are providing personal data of another individual to **us**, **you** must tell them you are providing their information to **us** and show them a copy of this notice.

## Important Telephone Numbers

### Policy Enquiries

City Landlord  
The Business Exchange  
26/28 Hammersmith Grove  
London  
W6 7BA  
Tel: 0800 2944 546  
Email: [info@citylandlord.co.uk](mailto:info@citylandlord.co.uk)

### Claims Enquiries

The Claims Team  
Ryan Direct Group  
PO BOX 1291  
Preston  
PR2 0QJ  
Tel: 0330 102 6062  
Email: [prestonclaims@ryandirectgroup.co.uk](mailto:prestonclaims@ryandirectgroup.co.uk)

Please have **your policy** number or personal details ready.

To comply with the General Data Protection Regulation 2016/679, **we** cannot divulge details of this **policy** to a third party unless **we** have received specific written consent to do so from the **insured**.

In order to maintain quality service telephone calls may be monitored or recorded.

# Definitions

Where **we** explain what a word means that word will have the same meaning wherever it is used in the **policy** or **certificate**; these words are highlighted by the use of **bold print**.

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## Buildings

The structure of the **home**; including landlord's fixtures and fittings and the following (if they form part of the property): oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives paths, car ports, garages and **outbuildings**.

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## Certificate

The document which gives the details of the insurance cover you have and also shows that you are insured against the property listed.

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## Company/Our/Us/We

Pen Underwriting

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## Domestic Staff

A person employed to carry out domestic duties associated with the **home** and not employed by **you** in any capacity in connection with any business trade profession or employment.

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## Endorsement(s)

A change to the terms of the **policy** as shown under **endorsements** in the **certificate**.

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## Excess

The amount **you** are required to pay as the first part of each and every claim made.

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## Family/They

**Your** domestic partner, children, **domestic staff** and any other person; all permanently residing with **you** and not paying a commercial rent.

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## Home

The private residence shown in the **certificate** including its garages and **outbuildings** if they form part of the property.

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## Insured/You/Your

The person or persons named in the **certificate** as the Policyholder.

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## Outbuildings

- Sheds.
- Greenhouses.
- Summer houses.
- Other buildings.

Which do not form part of the structure of the main **building** of the **home** and are used or occupied for domestic purposes.

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## Period of Insurance

The dates shown in the **certificate**.

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## Policy

**Your policy** booklet and most recent **certificate** and any **endorsements** attached or issued.

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## City Landlord

City Landlord is an independent insurance intermediary arranging this insurance.

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## Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

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## Unoccupied

Not lived in by **You** or **Your Family** for more than 30 consecutive days or occupied by squatters.

## General Conditions

**You** and **your family** must comply with the following conditions to have the full protection of **your policy**.

If **you** or **your family** do not comply with them **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

### Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

### Keeping your sums insured at the correct level

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**You** must, at all times, keep the sums insured at a level which represents the full value of the property insured.

Full value means:

- The current cost as new (other than for clothes, furs and household linen).
- For clothes, furs and household linen; the current cost (as new) less an appropriate allowance for wear and tear.

### Changes in your circumstances

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

- Change of address;
- Structural alteration to **your home**;
- If **your home** will be **unoccupied**;
- If **you** or **your family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences;
- If **you** or **your family** intend to sub-let **your home**;
- If **you** or **your family** intend to use **your home** for any reason other than private residential purposes.

**We** will then advise **you** of any change in terms

If **you** are in any doubt please ask **your** insurance adviser.

### Taking care of your property

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**You** and **your family** must take all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage.

**You** must maintain the property insured in good repair.

### Precious stones

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The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

### Cancellation

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**We** can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium;
- Non –cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- The use of threatening or abusive behaviour or language;
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the period of insurance.

This insurance has a cooling off period of fourteen (14) days in which **you** can cancel this policy. These 14 days start from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance

Whichever is later.

Cancellations made after 14 days of the start date will be subject to cancellation fee of up to £35. **We** will also retain a pro-rata premium for time on cover. For instance, if you paid £200 for a **policy** and cancelled this half-way **you** will be entitled to a refund of £100 for the unexpired portion of the **policy** less the cancellation fee of £35 (total refund in this instance would be £65).

Please note any administration fees charged for **policy** set up are non-refundable if cancelled after the 14 days cooling off period.

### **Premiums paid and up to date**

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If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments. Alternatively the outstanding instalments will be deducted from any claim payment that may be due to **you**.

Cancellations after a claim will receive no refund and full outstanding premiums must be paid.

### **Unoccupancy**

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Unoccupancy period under this insurance **policy** is limited to 30 days. There is no insurance cover for **homes** that have been **unoccupied** for more than 60 consecutive days.

### **General Data Protection Regulation 2016/679**

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**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the General Data Protection Regulation 2016/679, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

### **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Several Liability Clause**

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The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all of part of its obligations.



# Claims Conditions

**You** and **your family** must comply with the following claims conditions to have the full protection of **your policy**.

If **you/they** do not comply with them **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

## Claims procedure

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Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

## How to make a claim

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When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

### New Claims

The Affinity Claims Team

PO BOX 1291

Preston

PR2 0QJ

Tel: 03301 026 796

Email: [Prestonnewclaims@ryandirectgroup.co.uk](mailto:Prestonnewclaims@ryandirectgroup.co.uk)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile telephone numbers
- policy/Certificate number
- the date of the incident
- police details / Crime Reference number where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with you; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on our behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations

If **we** appoint an authorised repairer the benefits for **you** are:

- they will make **your** home safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items:
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

## Our special rights

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**We** may enter any part of the property affected by a claim and take possession of it.

**You** cannot abandon the property to **us**; **we** may in **your** name and on **your** behalf take complete control of legal action.

**We** may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy**; **we** will do this at **our** expense.

### **Contribution**

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If, at the time of a claim, there is any other **policy** covering anything insured under this **policy**, **we** shall be liable only for a proportionate share.

### **Arbitration**

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If **we** admit liability for a claim but **you** cannot agree with **us** the amount to be paid, the disagreement will be referred to an arbitrator appointed jointly by **you** and **us** in accordance with the law in force at the time. **You** will not be able to take action in law against **us** over this disagreement until the arbitrator has made his award.

### **Fraud**

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If a claim is found to be false or fraudulent in any respect, or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy, or if any damage is caused by **your** wilful act or with **your** involvement, all benefit under the policy will be forfeited.

### **Fraudulent Claims**

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If the **Insured** makes a fraudulent claim under this insurance, the **Insurer** will not be liable to pay the claim; and will recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the fraudulent claim; and may, by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** treats the contract as terminated with effect from the time of the fraudulent act, the **Insurer**:

- will refuse all liability to the **Insured** under this policy in respect of any relevant act or event which would otherwise have given rise to the **Insurer's** liability, occurring after the time of the fraudulent act; and
- need not return any of the premiums paid under the contract.

Treating this Policy as having been terminated under this clause does not affect the rights and obligations of the **Insurer** and the **Insured** with respect to an **Event** occurring before the time of the fraudulent act.

## How We Settle Claims

### Contents and personal possessions sections

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**We** will, at **our** option, repair, reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired, **we** may, at **our** option, pay in cash the amount of the loss or damage. If **we** do pay cash, the sum payable will reflect any discounts **we** may have received had **we** replaced the property; the sums insured will not be reduced by any claim.

An approved supplier may be appointed, where appropriate, to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate.

### Matching sets suites and carpets

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An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

### Will a deduction be made for wear and tear?

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**Contents** – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 6).

# General Exclusions

These exclusions apply throughout **your policy**

## We will not pay for

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### Riot/Civil Commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

### Sonic Bangs

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

### Reduction in Market Value

Any reduction in market value of any property following its repair or reinstatement.

### Confiscation

Any loss or damage or liability occasioned by or happening through confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

### The exclusions above do not apply to the following covers:

- LIABILITY TO **domestic staff**;
- TENANT'S LIABILITY;
- LIABILITY TO THE PUBLIC.

### Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### War Exclusion

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

### Biological and Chemical Contamination Clause

We will not pay for

1. Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;  
directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## **Pollution/Contamination**

Loss, damage liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident;
- Leakage of oil from a domestic oil installation at **your home**.

## **Electronic Data Exclusion Clause**

**We** will not pay for:

1. Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;  
directly or indirectly caused by or contributed to by or arising from;
  - Computer viruses, erasure or corruption of electronic data;
  - The failure of any equipment to correctly recognise the date or change of date;
  - Cyber hacking.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

## **Illegal Activities**

This **policy** does not cover any loss or damage caused as a result, of the property being used for illegal activities;

## **Pre existing damage**

Liability, injury or damage that occurred before the cover under **your policy** started, will not be insured.

## **Contractors**

Claims arising from activities of contractors are not included or supported by this **policy** wording.

## **Diminution Market Value**

There is no cover for diminution of market value beyond the cost of repair or replacement of any damaged property.

## **Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## **Cyber Attack**

**We** will not pay for loss, damage, loss of rent or loss or legal liability directly or indirectly caused by or consisting of or arising from any form of cyber attack or cyber intrusion whether committed with malicious intent or not.

## **Mould and Fungus**

**We** will not pay for loss, damage, loss of rent or legal liability arising, directly or indirectly, from pathogenic organisms or any form of bacterial contamination.

## **North American Jurisdiction**

In respect of any claim made or brought in the United States of America or Canada; or any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless **you** have requested that there shall be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

## **Terrorism or Act of Sabotage**

**We** will not pay for loss, damage, loss of rent or legal liability arising, directly or indirectly, from any Act of Terrorism or Act of Sabotage including any action taken in controlling, preventing, suppressing

or any Act of Terrorism;

**We** will not pay for loss, damage, injury, cost or expense directly or indirectly arising out of:  
any business interruption losses resulting from customers or suppliers extensions or denial of access  
due to any Act of Terrorism or Act of Sabotage;

**We** will not pay for loss, damage, cost or expenses directly or indirectly arising out of any service  
interruption due to any Act of Terrorism or Act of Sabotage.

#### **Punitive and Exemplary Damages**

**We** will not pay for any fines, punitive and exemplary damages for breach of contract or any penalties  
of whatsoever nature.

**We** will not pay for loss occasioned by the voluntary parting with title or possession of any property or  
rights to property;

- Property Insured's own collapse or cracking
- attributable solely to change in the water table level.

## **Inflation Protection**

To help protect **you** against the effect of inflation, the sums insured under **contents** and personal  
possessions will be adjusted at the end of each month by the percentage increases in the following  
indices:

#### **Contents/Personal Possessions**

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The Consumer Durables section of the Retail Price Index compiled by the Office for National Statistics.

If an index becomes unavailable, **we** will use a suitable alternative index.

**We** will not reduce the sums insured or monetary limits if an index should fall.

The premium at renewal for the next **period of insurance** will be based on any increased sum  
insured.

Although **you** have the benefit of inflation protection, **you** should not rely on this alone to keep the  
**contents** and personal possessions sums insured at the correct level.

It is a condition to insure for the correct sum (see page 6).

**Your policy** is designed to help **you** understand the extent of cover provided.

**You** will find on many pages these headings:

<b>What is covered</b>	<b>What is not covered</b>
These sections are printed on a light grey background and give detailed information on the insurance provided and must be read with ' <b>What is not covered</b> ' at all times.	These sections shown on a dark grey background draw <b>your</b> attention to what is not included in the scope of <b>your policy</b> .

## Contents Standard Cover

**Your certificate** will show if this section is in force. Inflation protection applies (see page 11).

What is covered	What is not covered
<p>All of the following things are included, provided that they belong to <b>you</b> or <b>your family</b> or <b>you</b> or <b>they</b> are legally responsible for them and they are mainly used for private purposes:</p> <p><b>Household Goods</b></p> <p>This includes landlord's fixtures, fittings, contents and interior decorations.</p> <p><b>Personal Effects</b></p> <p>This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include <b>valuables</b> or <b>money</b>.</p> <p><b>Valuables</b></p> <p>This means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p><b>Money</b></p> <p>This means coins, bank notes in current use, postal orders, postage stamps (which are not part of a collection) trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets (including season tickets) petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p>	<p>a) Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs models and toys are covered;</p> <p>b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in a) above;</p> <p>c) Any living creature;</p> <p>d) Property more specifically insured by any other insurance;</p> <p>e) Documents other than as shown in cover 20;</p> <p>f) Lottery tickets and raffle tickets;</p> <p>g) Any part of the structure of the <b>buildings</b> other than fixtures and fittings for which <b>you</b> are responsible as occupier;</p> <p>h) Property mainly used for business trade profession or employment purposes;</p> <p>i) Loss or damage to contents belonging to the landlord that are not specified in the dilapidation's inventory;</p> <p>j) Any amount for landlord contents and fixtures and fittings in excess of £2,500.</p>

### What is the most we will pay?

**We** will not pay more in total than the sum insured for **contents** shown in **your policy certificate**; for any one claim or series of claims arising from one originating cause under causes 1-11 and covers 12-18, 20, 22-24, 29 and 30. **We** will pay, in addition, amounts due under cover 19, 21 and 25-28 up to the limits shown.

The following limits apply:

- |  |  |
|--|--|
| For any one <b>valuable</b>            | - £1,000 - Receipts must be supplied for all items valued at £500 or over; |
| For any one claim for <b>valuables</b> | - one third of the <b>contents</b> sum insured;                            |
| For <b>money</b>                       | - £500.  |

These are the standard limits if **you** have increased any of them, the revised limits which apply to **your policy** will be shown in **your certificate**.

What is covered	What is not covered
<p>Loss or damage to <b>your</b> or <b>your family's contents</b> while they are in the <b>home</b> by following causes:</p> <ol style="list-style-type: none"> <li>1. Fire, smoke, explosion, lightning, earthquake.</li> <li>2. Storm or flood. Storms normally mean very windy conditions accompanied by heavy rain hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.</li> <li>3. Theft or attempted theft. Minimum security precautions <b>endorsement</b> may apply – see <b>certificate</b>.</li> <li>4. Escape of water from: <ol style="list-style-type: none"> <li>a) A fixed: <ol style="list-style-type: none"> <li>i) Water installation;</li> <li>ii) Drainage installation;</li> <li>iii) Heating installation.</li> </ol> </li> <li>b) Washing machine, dishwasher, water bed refrigerator or deep freeze cabinet.</li> </ol> </li> <li>5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</li> </ol>	<p>The amount of the <b>excess</b> shown in the <b>certificate</b> except for covers 25, 26 and 27.</p> <ol style="list-style-type: none"> <li>1. Smoke damage arising gradually or out of repeated exposure.</li> <li>2. <ol style="list-style-type: none"> <li>a) Loss or damage by frost;</li> <li>b) Loss or damage to property in the open;</li> <li>c) Loss or damage caused by rising ground water levels or solely due to change in the water tables;</li> <li>d) Subsidence, heave or landslip caused by storms and flood ;</li> <li>e) Damage to landscaped gardens.</li> </ol> </li> <li>3. <ol style="list-style-type: none"> <li>a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>b) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.</li> </ol> <p><b>We</b> will not pay for the following unless there has been forcible and violent entry to or exit from the <b>home</b>:</p> <ol style="list-style-type: none"> <li>a) Loss or damage from the <b>home</b> if any part of it is occupied by anyone but <b>you</b> or <b>your family</b>;</li> <li>b) Loss or damage from any part of the <b>home</b> which is used for any business trade profession or employment purposes.</li> </ol> </li> <li>4. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of water is covered but damage to the installation is only covered if an insured cause or cover is operative.</li> <li>5. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</li> </ol>



What is covered	What is not covered
<div>6. Malicious persons or vandals Minimum security precautions <b>endorsement</b> may apply – see <b>certificate</b>.</div> <div>7. Riot civil commotion strikes labour and political disturbances.</div> <div>8. Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.</div> <div>9. Collision by:<div><div><div>a) Aircraft;</div><div>b) Aerial devices;</div><div>c) Road or rail vehicles;</div><div>d) Animals.</div></div><div>}</div><div>or anything dropped from them.</div></div></div> <div>10. Falling trees or branches.</div>	<div>6. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. <b>We</b> will not pay for the following unless there has been forcible and violent entry to or exit from the <b>home</b>:<div><div>a) Loss or damage from the <b>home</b> if any part of it is occupied by anyone but <b>you</b> or <b>your family</b>;</div><div>b) Loss or damage from any part of the <b>home</b> which is used for any business trade profession or employment purposes</div></div></div> <div>8. <b>We</b> will not pay:<div><div>a) For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</div><div>b) For loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</div><div>c) For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law;</div><div>d) For loss or damage whilst the buildings are undergoing any structural repairs, structural alterations, extensions or demolition, construction, structural alteration or repair of any <b>Building(s)</b> at the same Insured Premises, or groundwork or excavation at the same Insured Premises;</div><div>e) For loss or damage caused by coastal or river bank erosion;</div><div>f) Subsidence prior to inception;</div><div>g) Normal settlement or bedding down of new structures;</div><div>h) Settlement or movement of made up ground;</div><div>i) Fire, subterranean fire, explosion; earthquake or the escape of water from any tank, apparatus or pipe.</div></div></div> <div>9. Loss or damage caused by:<div><div>a) Domestic pets;</div><div>b) Insects.</div></div></div> <div>10. a) The cost of removal of the fallen tree or branch;<div>b) Loss or damage caused during tree felling, lopping or topping.</div></div>

What is covered	What is not covered
<p>11. Breakage or collapse of:</p> <ul style="list-style-type: none"> <li>a) Satellite dishes (maximum limit £500);</li> <li>b) TV or radio aerials, aerial fittings or masts;</li> <li>c) Lampposts;</li> <li>d) Telegraph poles;</li> <li>e) Electricity pylons poles or overhead cables.</li> </ul> <p>12. HOME ENTERTAINMENT EQUIPMENT Accidental damage to:</p> <ul style="list-style-type: none"> <li>a) Television sets and their aerials;</li> <li>b) Radios;</li> <li>c) Record players, compact disc players and tape recorders;</li> <li>d) Video recorders;</li> <li>e) DVD players</li> <li>f) Home computers;</li> <li>g) Cable/satellite/digital television receivers.</li> </ul> <p>13. MIRRORS AND GLASS Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a) Mirrors;</li> <li>b) Fixed glass in and glass tops of furniture;</li> <li>c) Ceramic hobs and ceramic tops of cookers;</li> <li>d) Glass oven doors.</li> </ul>	<p>11. Loss or damage to the items themselves. Cover for items in or on the <b>home</b> may be covered – see cover 12 on the following page.</p> <p>12. a) Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers, portable compact disc players, portable televisions;</p> <ul style="list-style-type: none"> <li>b) Mechanical or electrical breakdown or failure;</li> <li>c) Damage to records discs cassettes and tapes;</li> <li>d) Accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> <li>i) Erasure or distortion of data;</li> <li>ii) Accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii) Viruses;</li> </ul> </li> <li>e) Damage caused by or in the process of cleaning maintenance repair dismantling or altering;</li> <li>f) Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> <li>g) Damage to equipment not in or on the <b>home</b>;</li> <li>h) Loss or damage by chewing scratching tearing or fouling by domestic pet;s</li> <li>i) Damage caused by wear and tear;</li> <li>j) Damage caused by rot fungus insects or vermin;</li> <li>k) Damage caused by the action of light or any atmospheric or climatic condition;</li> <li>l) Damage caused by any gradually operating cause.</li> </ul> <p>13. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</p> <ul style="list-style-type: none"> <li>b) Loss or damage to <b>your</b> or <b>your family's contents</b> while they are not in the <b>home</b>.</li> </ul>

What is covered	What is not covered
<p>14. REPLACEMENT OF LOCKS</p> <p><b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>a) External doors and windows of the <b>home</b>;</li> <li>b) A safe within or an alarm protecting the <b>home</b>;</li> </ul> <p>following the theft of keys.</p> <p><b>We</b> will not pay more than £250 for any one claim.</p> <p>15. CREDIT CARD LIABILITY</p> <p><b>You</b> or <b>your family's</b> liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the <b>home</b> and following its unauthorised use by any person not related to or residing with <b>you</b>.</p> <p><b>We</b> will not pay any more than £250 for any one claim.</p> <p><i>Do not forget to immediately inform the police and issuing authorities in the event of a loss</i></p> <p>16. ACCIDENTAL LOSS OF OIL AND METERED WATER</p> <p>This Section extends to include cover for additional metered utility charges and additional heating oil charges incurred by the <b>Insured</b>, following Damage insured hereby, at the Insured Premises during the <b>Period of Insurance</b>. The Insurer shall not be liable for any such charges incurred by the Insured in respect of any Unoccupied Building(s).</p> <p>17. <b>Contents</b> REMOVED TO THE GARDEN</p> <p>Loss or damage by causes 1-11 to <b>contents</b> while in the open within the boundaries of the land belonging to the <b>home</b>.</p> <p><b>We</b> will not pay more than £250 for any one claim.</p>	<p>14. The cost of replacing keys and locks to a garage or <b>outbuilding</b>.</p> <p>15. Any loss unless:</p> <ul style="list-style-type: none"> <li>a) <b>You</b> or <b>your family</b> have complied with the terms and conditions of the issuing authority;</li> <li>b) Any loss or claim due to accounting errors or omissions.</li> </ul> <p>16. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>17. Loss or damage to:</p> <ul style="list-style-type: none"> <li>a) <b>Valuables</b> or <b>money</b>;</li> <li>b) Plants and trees.</li> </ul>

What is covered	What is not covered
<p>18. TEMPORARY REMOVAL</p> <p>Loss or damage by causes 1-11 to the <b>contents</b> temporarily removed from the <b>home</b> to:</p> <ul style="list-style-type: none"> <li>a) Any bank or safe deposit;</li> <li>b) Any occupied private dwelling;</li> <li>c) Any building where <b>you</b> or <b>your family</b> are working or temporarily residing while anywhere in the world for up to 60 days during any <b>period of insurance</b>.</li> </ul> <p><b>We</b> provide insurance protection for <b>contents</b> in the <b>home</b> during normal periods of unoccupancy, for example when <b>you</b> are on holiday.</p> <p><i>However if <b>you</b> are going away for 30 consecutive days or more, if the <b>home</b> is to be vacated, please tell <b>us</b> as this will affect the terms of <b>your policy</b>.</i></p> <p>19. ALTERNATIVE ACCOMMODATION</p> <p>While the <b>home</b> cannot be lived in because of loss or damage covered by this <b>policy</b>, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) Rent payable for which <b>you</b> are legally liable;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>b) The reasonable increased cost of alternative accommodation for <b>you</b> and <b>your family</b> and <b>your</b> domestic pets.</li> </ul> <p><b>We</b> will not pay more than 20% of the sum insured for <b>contents</b> for any one claim.</p> <p>20. DOCUMENTS</p> <p>Loss or damage by causes 1-11 to documents (other than <b>money</b>) whilst:</p> <ul style="list-style-type: none"> <li>a) Within the main building of the <b>home</b>;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>b) Deposited for safe custody in any bank, safe deposit or bank, solicitor's strongroom anywhere in the world</li> </ul> <p><b>We</b> will not pay more than £250 for any one claim.</p> <p>21. AUTOMATIC INCREASE IN SUM INSURED FOR GIFTS AND PROVISIONS</p> <p>The <b>contents</b> sum insured is automatically increased for gifts and provisions:</p> <ul style="list-style-type: none"> <li>a) During the months of November and December;</li> <li>b) During the period 30 days before and 30 days after <b>your</b> or <b>your family's</b> wedding.</li> </ul> <p><b>We</b> will not pay more than 10% of the sum insured for <b>contents</b> for any one claim.</p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) By theft unless it involves forcible and violent entry to or exit from a building;</li> <li>b) From a caravan mobile home or motor home;</li> <li>c) Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.</li> </ul> <p>20. a) Property more specifically insured by any other insurance</p> <p>b) Property mainly used for business trade profession or employment purposes.</p>

What is covered	What is not covered
<p>22. VISITOR'S PERSONAL EFFECTS Loss or damage by causes 1-11 to visitor's personal effects whilst contained within the <b>home</b>. <b>We</b> will not pay more than £250 for each visitor for any one claim.</p> <p>23. DOMESTIC STAFF'S PERSONAL EFFECTS Loss or damage by causes 1-11 to <b>domestic staff's</b> personal effects contained within the <b>home</b>. <b>We</b> will not pay more than £250 for each member of <b>domestic staff</b> for any one claim.</p> <p>24. FROZEN FOOD Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by: a) A change in temperature; b). Contamination by refrigerant fumes. The refrigerator or deep freeze cabinet must be: a) In the <b>home</b>; b) Owned by or the responsibility of <b>you</b> or <b>your family</b>.</p> <p>25. ACCIDENTS TO DOMESTIC STAFF <b>We</b> will pay for your legal liability for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> in the United Kingdom to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b> <b>We</b> will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.</p>	<p>22. Loss or damage specifically excluded under <b>contents</b> standard cover.</p> <p>23. Loss or damage specifically excluded under <b>contents</b> standard cover.</p> <p>24. Loss or damage resulting from: a) The deliberate act of <b>you</b> or <b>your family</b> or any electricity supplier; b) Strike lock-out or industrial dispute; c) Property more specifically insured by any other insurance; d) Property mainly used for business trade profession or employment services.</p> <p>25. <b>We</b> will not pay for your legal liability for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• From the use of any vehicle outside the premises</li> <li>• From any vehicle used for racing, pacemaking or speed testing</li> <li>• From any communicable disease or condition</li> <li>• In Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the period of insurance</li> <li>• From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul>

What is covered	What is not covered
<p>26. TENANT'S LIABILITY (applicable if the <b>home</b> is rented) Any amount that <b>you</b> or <b>your family</b> become legally liable to pay, as tenant of the <b>home</b>, in respect of:</p> <ul style="list-style-type: none"> <li>a) Damage to the <b>buildings</b> by any cause specified under contents standard cover of this <b>policy</b>;</li> <li>b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the <b>home</b>;</li> <li>c) Accidental breakage of: <ul style="list-style-type: none"> <li>i) Fixed glass in: <ul style="list-style-type: none"> <li>• Windows;</li> <li>• Doors;</li> <li>• Fanlights;</li> <li>• Skylights;</li> <li>• Greenhouses;</li> <li>• Conservatories;</li> <li>• Verandahs.</li> </ul> </li> <li>ii) Fixed ceramic hobs or hob covers;</li> <li>iii) Fixed sanitary ware and bathroom fittings.</li> </ul> </li> </ul> <p><b>We</b> will not pay more than 10% of the sum insured for <b>contents</b> for any claim or series of claims arising from any one event or one source or original cause.</p> <p>27. UNRECOVERED DAMAGES <b>We</b> will pay the amount of any award of damages made in <b>your</b> or <b>your family's</b> favour which:</p> <ul style="list-style-type: none"> <li>a) Is in respect of death, bodily injury or illness or damage to property of such nature that <b>you</b> or <b>your family</b> would have been entitled to indemnity under LIABILITY TO THE PUBLIC, had <b>you</b> or <b>your family</b> been responsible for the injury or damage;</li> <li>b) Is made by a court within the United Kingdom, Isle of Man or Channel Islands;</li> <li>c) Is still outstanding six months after the date on which it is made;</li> <li>d) Is not the subject of an appeal.</li> </ul> <p><b>We</b> will not pay more than £1,000,000 in respect of any one award.</p>	<p>26. Loss or damage to gates, hedges and fences.</p>

## Contents Additional Cover

Your **certificate** will show if this extension has been chosen.

What is covered	What is not covered
<p>28. ACCIDENTAL LOSS OR DAMAGE TO CONTENTS WHILST IN THE <b>HOME</b>.</p>	<p>28. a) Any loss or damage specifically excluded under <b>contents</b> standard cover;</p> <p>b) Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>i) By mechanical or electrical breakdown or failure;</li> <li>ii) Arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> <li>iii) Caused by or in the process of cleaning, maintenance, repair dismantling, restoring, altering, dyeing or washing;</li> <li>iv) By chewing, scratching, tearing or fouling by domestic pets;</li> <li>v) By wear and tear;</li> <li>vi) By rot, fungus, insects or vermin;</li> <li>vii) By the action of light or any atmospheric or climatic condition;</li> <li>viii) By any gradually operating cause;</li> <li>ix) To contact lenses;</li> <li>x) To food drink or plants;</li> <li>xi) Specifically provided for under <b>contents</b> standard cover;</li> <li>xii) To computers or computer equipment: <ul style="list-style-type: none"> <li>• By erasure or distortion of data;</li> <li>• By accidental erasure or mislaying or misfiling of documents or records;</li> <li>• By viruses;</li> <li>• By contamination;</li> </ul> </li> <li>xiii) Arising from depreciation in value or consequential loss;</li> <li>xiv) While the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
<p>29. HOUSE REMOVAL</p> <p>Accidental loss or damage to <b>contents</b> whilst in the course of removal by professional removal contractors from the <b>home</b> to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>29. Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>a) To <b>money</b>;</li> <li>b) To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors;</li> <li>c) To jewellery;</li> <li>d) During sea transit;</li> <li>e) Whilst the <b>contents</b> are in storage;</li> <li>f) By mechanical or electrical breakdown or failure.</li> <li>g) To defective packing, denting, scratching or bruising, vermin or insects;</li> <li>h) To packing which was inadequate to withstand normal handling.</li> </ul>

## Personal Possessions

**Your certificate** will show if this section is in force. Inflation protection applies (see page 11).

### What are personal possessions?

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All of the following things are included, provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them and they are mainly used for private purposes:

#### Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable compact disc players, portable televisions, sports equipment and pedal cycles. It does not include **valuables** or **money**.

#### Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

#### Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

If a reduced premium rate applies for items permanently kept in **your** bank, **we** must be notified of their removal, otherwise no cover will be operative.

### What is the most we will pay?

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**We** will not pay more than the sum insured shown in total for personal possessions in **your policy** for any one claim.

NB: The sum insured for personal possessions is included within the sum insured for **contents** standard cover and is not in addition to it.

The following limits apply:

For <b>money</b>	- £250
For credit cards	- £250
For any one pedal cycle	- £250
For any one unspecified article	- £1,000

These are the standard limits. If **you** have increased any of them, the revised limits which apply to **your policy** will be shown in **your certificate**.



What is covered	What is not covered
<p>1. Loss or damage to <b>valuables, money</b> and <b>personal effects</b> belonging to <b>you</b> or <b>your family</b> whilst anywhere in the world.</p>	<p>1. The amount of the <b>excess</b> shown in the schedule</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>a) Arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>b) Caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering;</li> <li>c) Caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>d) Caused by rot, fungus, insects or vermin;</li> <li>e) Caused by any gradually operating cause or wear and tear;</li> <li>f) Caused by theft or attempted theft from an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked;</li> <li>g) To items not in the care, custody or control of <b>you</b> or <b>your family</b> or an authorised person;</li> <li>h) Caused by theft or attempted theft from an unlocked hotel room;</li> <li>i) By depreciation in value or consequential loss;</li> <li>j) By mechanical or electrical breakdown or failure;</li> <li>k) To watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes), but lawn mowers, garden implements, wheelchairs, models and toys are covered;</li> <li>l) To parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above;</li> <li>m) By theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle;</li> <li>n) To any property mainly used for business trade profession or employment purpose;</li> <li>o) To plants or any living creature;</li> <li>p) To documents;</li> <li>q) To contact lenses;</li> </ul> <p><i>(continued on next page)</i></p>

What is covered	What is not covered
<p>2. <b>You or your family's</b> liability under the terms of any credit card or cash dispenser card agreement, as a direct result of its unauthorised use by any person not related to or residing with <b>you or your family</b>.</p>	<p>r) Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;</p> <p>s) Specifically provided for elsewhere in this <b>policy</b>;</p> <p>t) To computers or computer equipment:</p> <ul style="list-style-type: none"> <li>i) By erasure or distortion of data;</li> <li>ii) By accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii) By viruses;</li> <li>iv) By contamination.</li> </ul> <p>u) While the <b>home</b> is left <b>unoccupied or unfurnished</b>;</p> <p>v) To property more specifically insured by any other insurance;</p> <p>w) To lottery tickets and raffle tickets.</p> <p>2. Any loss or claim:</p> <ul style="list-style-type: none"> <li>a) Unless <b>you</b> and <b>your family</b> have complied with the terms and conditions of the issuing authority;</li> <li>b) Due to accounting errors or omissions.</li> </ul>

## Personal Accident

If **your certificate** shows **you** have **contents** cover this cover is automatically in force.

What is covered	What is not covered
<p>If <b>you</b> or <b>your</b> domestic partner living with <b>you</b> suffers accidental injury within the United Kingdom, the Channel Islands or the Isle of Man as a result of:</p> <ul style="list-style-type: none"> <li>a) Accident assault or fire in the <b>home</b>;</li> <li>b) An accident whilst travelling as a passenger on a public service vehicle;</li> <li>c) Assault in the street;</li> </ul> <p>during the <b>period of insurance</b> which proves fatal within 12 months of its occurrence, <b>we</b> will pay £5,000 to the deceased's legal personal representative(s).</p>	<p><b>We</b> will not pay where:</p> <ul style="list-style-type: none"> <li>a) The person is over the age of 75 years;</li> <li>b) The incident is not reported to <b>us</b> within 14 days of death.</li> </ul>

# Public Liability

## Part A

Part A of this section applies in the following way:

- If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below.

What is covered	What is not covered
<p><b>We will pay for your legal liability:</b></p> <p>i As owner or occupier up to the sums insured stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b></li> <li>• Damage to property caused by an accident occurring at the <b>premises</b> during the <b>period of insurance</b>, OR</li> </ul> <p>ii As a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b></li> <li>• Damage to property caused by an accident occurring anywhere in the world during the <b>period of insurance</b></li> </ul> <p>iii <b>ACCIDENTS TO DOMESTIC STAFF</b></p> <p><b>We will pay for your legal liability</b> for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> within the UK to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b></p> <p><b>We</b> will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>we</b> have agreed in writing.</p>	<p><b>We will not pay for your legal liability</b></p> <p>a. For <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>You</b></li> <li>• Any other permanent member of the <b>home</b></li> <li>• Any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b. For <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c. Arising out of any criminal or violent act to another person or property other than for reasons of protection of self or other persons.</p> <p>d. For damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>You</b></li> <li>• Any other permanent member of the <b>home</b></li> <li>• Any person engaged in <b>your</b> service</li> </ul> <p>e. Arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f. Which <b>you</b> have assumed under contract and which would not otherwise have attached (<b>Exclusions</b> continued over the page)</p> <p>g. arising out of <b>your</b> ownership, possession or use of:</p> <p>i. Any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• Domestic gardening equipment used within the <b>premises</b> and</li> <li>• Domestic pedestrian controlled gardening equipment</li> </ul> <p>ii. Any power-operated lift other than stair-lifts</p> <p>iii. Any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p>

What is covered	What is not covered
	<p>iv. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation</p> <p>h. In respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>certificate</b>; and</li> <li>• Reported to <b>us</b> not later than thirty (30) days from the end of the <b>period of insurance</b>;</li> </ul> <p>In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i. Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>j. <b>We will not pay for your legal liability for bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• From the use of any vehicle outside the <b>premises</b></li> <li>• From any vehicle used for racing, pacemaking or speed testing</li> <li>• From any communicable disease or condition</li> <li>• In Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b></li> <li>• From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul>

## Part B

What is covered	What is not covered
<p><b>We</b> will pay for:</p> <p>sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none"><li>• Part A(ii) of this section would have paid <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b></li><li>• There is no appeal pending</li><li>• <b>You</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment</li></ul>	<p><b>We</b> will not pay for:</p> <p>for any amount in excess of GBP 250,000</p>

## Part C

What is covered	What is not covered
<p><b>We</b> will pay for:</p> <p>any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"><li>• for the cost of repairing any fault or alleged fault</li></ul>

## Limit of insurance

**We** will not pay

- In respect of pollution and/or contamination: more than GBP 2,000,000 for the period of insurance.
- In respect of other liability covered under this section: more than GBP 2,000,000 in all for Part A and C, and GBP 250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Endorsements, Special Terms and Conditions

The following clauses apply only if they are mentioned in the **certificate**.

### 1. Alarm Clause

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This insurance does not cover theft when **you** have left the premises without an authorised occupant or at night unless:

- At all such times the intruder alarm has been put into full and effective operation;
- The intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

### 2. Jewellery Clause

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**We** will not pay more than £250 for any one claim of, loss of or damage to jewellery or watches by theft or disappearance unless such items are:

- a) Being worn by **you**;
- b) Being carried by hand under **your** personal supervision; or
- c) Deposited in a bank or locked safe or, if **you** are staying in a hotel or motel, unless such items are kept in the principal safe of the hotel or motel.

### 3. Non-standard Construction Clause

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It is agreed that the private dwelling of the **home** is not of standard construction.

### 4. Contractors Exclusion Clause

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This insurance does not cover loss, damage or liability arising out of the activities of contractors.

### 5. Keys Clause

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This insurance does not cover theft of jewellery from safe(s); unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the premises.

### 6. Unattended Vehicles Clause

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This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

### 7. Excess Clause

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A £50 **excess** shall apply to all claims under sections 1 and 2 of this insurance.

### 8. Stamp Clause

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**We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

### 9. Minimum Security Clause

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This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted:

- External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621);
- Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- Windows: key operated security locks to all ground floor and other accessible windows.

### 10. Musical Instrument Clause

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This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

### 11. Monthly Payment Clause

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It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premium once per annum.

## **12. Theft Limitations Clause**

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This insurance does not cover theft or attempted theft from the **home**, other than as a result of violent and forcible entry.

## **13. Flood Exclusion Clause**

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This insurance excludes claims under sections 1 and 2 resulting from:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
- b) Inundation from the sea; or
- c) Flood resulting from storm, tempest or any other peril.

## **14. Subsidence, Landslip or Heave Exclusion Clause**

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This insurance excludes claims under sections 1 and 2 resulting from subsidence, landslip or heave.

## Complaints Procedure

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
City Landlord	The Claims Team
The Business Exchange	Ryan Direct Group
26/28 Hammersmith Grove	PO BOX 1291
London	Preston
W6 7BA	PR2 0QJ
Tel: 0800 2944 546	Tel: 0330 102 6062
Email: <a href="mailto:info@citylandlord.co.uk">info@citylandlord.co.uk</a>	Email: <a href="mailto:prestonclaims@ryandirectgroup.co.uk">prestonclaims@ryandirectgroup.co.uk</a>

If you are not satisfied and wish to make a complaint, then you may contact:

Complaints Officer  
55 Blythswood Street  
Glasgow  
G2 7AT  
Tel: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Details of Pen Underwritings complaints procedures are available at:

<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567 (free from standard line, mobiles may be charged)  
0300 123 9123 (same rate as 01 and 02 numbers on mobile tariffs)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of **our** final response to refer a complaint to the Financial Ombudsman Service.

**Your** right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

In all communications the policy/certificate number appearing in the **schedule** should be quoted.



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- TENANTS REFERENCING

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