

POLICY DOCUMENT

HOME INSURANCE





HOME INSURANCE POLICY

WELCOME!

Thank you for choosing Pen Underwriting to provide your home insurance

This is **Your** Home Insurance Policy Wording, setting out **Your** insurance protection in detail. The Policy Wording must be read together with the Policy **Schedule** and Statement of Facts as one document.

It is an important document so You should keep it somewhere safe - You will need it if You need to make a claim.

Please read it carefully to make sure that it meets **Your** requirements and that the details on the Policy **Schedule** and Statement of Facts are correct.

Your premium has been based upon the information shown in the Policy **Schedule** and recorded in **Your** Statement of Facts. If after reading **Your** Policy Wording **You** have any questions, any details are incorrect or the Policy does not provide the cover **You** need then **You** must contact **Your** insurance advisor <u>immediately.</u>

Your insurance relates only to those sections of the Policy which are shown in the Schedule as being included.

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurer(s) listed on Your Schedule. The Insurer(s) have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for You on their behalf. For details of Pen Underwriting Limited's Data Protection and Privacy Policies visit the Pen Underwriting website at www.penunderwriting.co.uk

The Insurer that is providing Your Pen Underwriting Home Insurance Policy can be found in Your Policy Schedule.

Useful Telephone Numbers

This information can be found on Your Policy Schedule.

Please note all calls are recorded for training and monitoring purposes and are charged at the national standard rate.

How to make a claim

If **You** need to make a claim, please contact **Us** straightaway by calling the telephone number printed on **Your** Policy **Schedule** and have **Your** Policy Number to hand when calling. **Your** Policy Number appears on the top left corner of **Your** Policy **Schedule** and **Your** Statement of Facts.

Please also refer to the Policy Conditions "Claims" in this Policy Wording for full details of **Your** duties and how **We** deal with **Your** claim.

Your Policy Wording

Your Policy Wording is made up of individual Sections. This Wording should be read together with Your current Policy Schedule for precise details of Your insurance protection. We have also included (under Important Information) details of Your right to cancel this Policy and also what to do if You have a complaint.

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IMPORTANT INFORMATION

The contract of insurance

This Policy is a contract of insurance between **You** and the **Insurer**. The following elements form the contract between **You** and the **Insurer**, please read them and keep them safe:

- Your Policy Wording
- information contained on Your Statement of Facts documents issued by Us
- Your Schedule and any Endorsements shown on it
- any changes to Your Home Insurance Policy contained in notices issued by Us at renewal.

In return for **You** paying **Your** premium, **We** will provide cover shown in **Your Schedule** on the terms and conditions of this Policy Wording during the **Period of Insurance**.

Our provision of insurance under this Policy is conditional upon You observing and fulfilling the terms, provisions, conditions and clauses of this Policy Wording.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the question We ask when You take out, make changes to, and renew Your Policy.

Please tell **Your** insurance advisor to let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- any intended alteration to, extension to or renovation of the Home. However You do not need to tell Us about internal
 alterations to the Home unless the value of the work is over £25,000 or You are creating an additional Bedroom, bathroom
 or shower room,
- any change to people insured, or to be insured,
- any change or addition to the **Contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **Your** Policy **Schedule**,
- if Your property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if Your property is Unoccupied,
- if any member of **Your** household or any person to be insured on this Policy is charged with, or convicted of a criminal offence (other than motoring offences).

If You are in doubt, please contact Your insurance advisor.

When **We** are notified of a change, **We** will tell **Your** insurance advisor if this affects **Your** Policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

If the information provided by You is not complete and accurate:-

- We may cancel Your Policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change any Excess, or
- the extent of the cover may be affected.

Choice of Law

The law of England and Wales will apply to this contract unless:

- You and We specifically agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This Policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, in the first instance please contact **Your** insurance advisor.

IMPORTANT INFORMATION (continued)

Your right to cancel

You have a statutory right to cancel Your Policy within 14 days from the day of purchase or renewal or from the day You receive Your Policy, whichever is the later ("cooling off period").

If **You** decide that **You** do not wish to accept the policy, please contact **Your** insurance advisor. Subject to no claims being made or notified, **We** will refund the full premium. The policy will be treated as not being taken up and it will be cancelled from inception.

If **You** do not exercise **Your** right to cancel within the cooling off period, the Policy will remain in force and all premiums will be payable in accordance with the terms of the Policy.

If **You** wish to cancel **Your** policy and it is outside of the 14 day cooling off period, please contact **Your** insurance advisor and refer to the Policy Conditions section of **Your** Policy Wording.

How much cover do you need?

While Your insurance advisor can guide You, it is Your responsibility to make sure that the amount of insurance cover You buy represents the full value of Your property.

For **Buildings** cover the value must represent the full cost of rebuilding the **Buildings** including any extra costs that may be involved such as demolition, architect's and surveyor's fees and any additional costs in meeting local authority requirements.

For **Contents** and **Personal Possessions** the value must represent the full cost of replacing all the property as new, other than clothing and linen where **We** may make a deduction for wear and tear and the resultant loss in value.

The maximum amount that **We** will pay in the event of a claim is the **Sum Insured** so it is very important that **You** insure **Your** property for the full amount of its value.

Property maintenance

It is **Your** responsibility to maintain and look after **Your** property. **Your** Policy is intended to provide **You** with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover **You** for damage that happens gradually over time like damp, or rot, or for damage caused by wear and tear, or for, general maintenance costs such as repairs to defective rendering or general roof repairs.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

General Data Protection Regulation Privacy Notice

Pen Underwriting Limited 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.penunderwriting.co.uk/Privacy-and-Cookies. 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.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

COMPLAINTS PROCEDURE

Our promise of service

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the insurance advisor who arranged the insurance will be able to resolve any concerns and **You** should contact them directly.

Alternatively if You need to complain please contact the Pen Underwriting Limited Complaints Officer quoting Your policy or claim number.

Pen Underwriting Limited Complaints 7th Floor Spectrum Building 55 Blythswood Street Glasgow G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt.

Upon receipt of the final response letter if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service.

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If We cannot meet Our obligations, You may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which You may be entitled to compensation is available on the FSCS website at www.fscs.org.uk or by writing to The Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy, other than Section 4: Family Professional Fees Policy, they will have the meanings defined below. A defined word will start with a capital letter and will be printed in bold (e.g. **You**).

Accidental Damage	Damage caused suddenly and unexpectedly by an outside force.	
Bedroom	A room originally designed as a Bedroom even if it is now used for other purposes.	
Bodily Injury	Bodily Injury includes death or disease.	
British Isles	The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.	
Buildings	 (a) the Home and its decorations (b) fixtures and fittings attached to the Home (c) permanently installed swimming pools (but not swimming pool covers), professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks that You own or for which You are legally responsible within the address named in the 	
	Schedule.	
Business Equipment	Computers, keyboards, printers, desktop publishing units, multi-user small business computers, photocopiers, computer-aided design equipment, and other office equipment owned by You and used in connection with a business that You run from the Home .	
Contents	Household goods and personal property, within the Home , which are Your property or which You are legally responsible for: This includes: (a) tenant's fixtures and fittings (b) radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home (c) property in the open but within the boundary of the Home up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home) (d) deeds and registered bonds and other personal documents up to £1,000 in total. The definition of Contents does NOT include: a. motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys), caravans, trailers or watercraft, or aircraft or their accessories b. any living creature c. trees, bushes, plants or shrubs other than those normally kept in the Home d. any part of the Buildings e. any property held or used for business purposes other than Business Equipment up to £5,000 in total f. any property insured under any other insurance.	
Credit Cards	Credit Cards , charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to You and held for private or domestic purposes.	
Domestic Employee	A person who You employee to carry out domestic duties at the Home and who is not employed by You in connection with any business, trade, profession or employment.	
Downloads	Software or files legally downloaded and stored on any computer or home entertainment equipment.	
Endorsement	A change in the terms and conditions of this insurance as shown on Your Schedule .	
Excess	The amount You will have to pay towards each separate claim. The details of Your Excess will be shown on the Schedule .	
Heave	Upward movement of the ground beneath the Buildings as a result of the soil expanding.	
Home	The property, the garages and any outbuildings used for domestic purposes at the address shown in the Schedule .	
Landslip	Downward movement of sloping ground.	

POLICY DEFINITIONS (continued)

Money	Current legal tender, cheques, postal and money orders including:	
monoy	a. postage stamps not forming part of a stamp collection	
	b. savings stamps and savings certification, travellers' cheques	
	c. premium bonds, luncheon vouchers and gift tokens	
	all held for private or domestic purposes.	
Period of Insurance	The length of time for which this Policy is in force, as shown in the Schedule , and for which You have paid and We have accepted a premium.	
	Each renewal represents the start of a new Period of Insurance .	
Personal Possessions	Clothing, baggage, guns, jewellery and watches, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to You .	
	Personal Possessions does NOT include:	
	a. Money and Credit Cards	
	b. Pedal cycles in excess of £500 must be specified.	
Sanitary Ware	Washbasins, sinks, bidets, toilet pans and cisterns, shower trays, shower screens, baths and bath panels.	
Schedule	The Schedule forms part of this Policy and contains details of the Home , the Sums Insured , the Period of Insurance , and the sections of this insurance which apply.	
Settlement	Downward movement of the land beneath the Buildings as a result of compaction due to the weight of the Buildings .	
Storm	Strong winds of over 47mph which will sometimes be accompanied by rain, snow or hail. Heavy or persistent rain on its own is not a Storm unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time of the same proportion).	
Subsidence	Downward movement of the land beneath the Buildings that is not a result of Settlement .	
Sum Insured	The amount shown on the Schedule as the most We will pay for claims resulting from one incident unless otherwise stated in this Policy Wording or on the Schedule .	
Unfurnished	Not furnished adequately for normal living purposes.	
Unoccupied	Not lived in by You for 60 consecutive days.	
Valuables (in the Home)	(a) jewellery (b) furs; (c) gold, silver, gold and silver plated articles or other precious metals (d) works of art and antiques	
	Unless otherwise specified in the Schedule the maximum that We will pay in respect of Valuables is as follows:	
	a. If the Home has 1 or 2 Bedrooms £10,000 b. If the Home has 3 Bedrooms £12,500 c. If the Home has 4 Bedrooms £15,000 d. If the Home has 5 Bedrooms £17,500.	
	We will not pay more than £2,000 in respect of any one single article.	
We / Us / Our / Insurer(s)	The Insurer(s) whose identity is stated in the Schedule.	
You / Your / The Policyholder	The person or persons named in the Schedule , their domestic partner and all members of their family (or families) who are permanently living with them including any foster children who live with them.	

SECTION 1: BUILDINGS

(This Section only applies if stated as INSURED in the Schedule.)

A COVER

Wł	nat is Covered	What is Not Covered
	will pay for loss or damage to the Buildings caused by of the following:	We will NOT pay for loss or damage:
1.	fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually.
2.	aircraft and other flying devices or items dropped from them	
3.	Storm, flood or weight of snow	 to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, hedges, gates and fences.
4.	escape or water from, or frost damage to, fixed water tanks, apparatus or pipes	a) to swimming pools b) while the Buildings are Unfurnished c) while the Buildings are Unoccupied d) caused by the failure or lack of grout and/or sealant e) resulting from the failure of fish tanks f) caused by taps being left on or sinks/baths overflowing.
5.	escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually b) to domestic fixed fuel-oil tanks c) caused by faulty workmanship d) while the Buildings are Unfurnished e) while the Buildings are Unoccupied.
6.	theft or attempted theft	a) while the Buildings are Unfurnished b) while the Home is lent, let or sub-let unless there is physical evidence of violent and forcible entry c) while the Buildings are Unoccupied d) caused by You , paying guests or tenants.
7.	collision by any vehicle or animal	
8.	(i) riot, civil unrest, strikes and labour or political disturbances	(i) a) while the Buildings are Unfurnished b) while the Buildings are Unoccupied c) if the claim is not reported within 7 days of the incident date.
	(ii) malicious acts	 (ii) a. while the Buildings are Unfurnished b. while the Buildings are Unoccupied c. and malicious acts caused by You, paying guests or tenants.

What is Covered	What is Not Covered	
We will pay for loss or damage to the Buildings caused by any of the following:	We will NOT pay for loss or damage:	
9. Subsidence, Heave or Settlement of the land that the Buildings stand on, or Landslip	 a) to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences (However, We will pay if We accept a claim for Subsidence, Heave or Landslip damage to the Home.) b) to solid floors (However, We will pay if the load bearing walls of the Home are damaged at the same time by the same event.) c) arising from faulty design, specification, workmanship or materials d) which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law e) caused by coastal erosion or riverbed erosion f) whilst the Buildings are undergoing any structural repairs, alterations or extensions g) as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the Buildings h) if You knew when this Policy started that any part of the Buildings had already been damaged by Subsidence, Heave or Landslip (However, We will pay if You told Us about this and We accepted it.) i) caused by normal Settlement or shrinkage, or by recently placed infill materials moving up. 	
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	 a) to radio and television aerials, satellite dishes, their fittings and masts. 	
11. falling trees, telegraph poles or lamp-posts	a) caused by trees being cut down or cut back within the boundary of the Home b) to gates and fences. (However, We will pay if the Home is damaged at the same time by the same event.)	

B EXCLUSIONS

Please note the following Exclusions apply to this entire Section.

We will NOT pay for:

- (a) anything contained within the General Exclusions Section;
- (b) the Excess specified in the Schedule;
- (c) wet or dry rot.

C ADDITIONAL BENEFITS

What is Covered		What is Not Covered
		We will NOT pay for:
breakage to: (a) domestic oi (b) undergroun (c) undergroun (d) undergroun (e) undergroun	or the cost of repairing accidental I pipes; d water-supply pipes; d sewers, drains and septic tanks; d gas pipes;	Loss or damage: a) due to wear and tear or anything that happens gradually b) due to a fault or limit of design. Manufacture, construction or installation.
	he cost of accidental breakage to: and double glazing (including the cost frames); s; are; os;	a) loss or damage: i) specifically excluded under this Section ii) movement, settling, shrinking, collapsing or cracking of the Buildings iii) while the Home is undergoing alteration, repair, cleaning, maintenance or extension iv) caused by wear and tear, frost or anything that happens gradually v) arising from faulty design, specification, workmanship or materials vi) from mechanical or electrical faults or breakdown; vii) caused by dryness, dampness, extremes of temperature or exposure to light viii) caused by, contributed to or arising from any kind of pollution and/or contamination ix) while the Buildings are Unfurnished x) while the Buildings are Unoccupied . b) general maintenance.
have to pay foll discharged from service to the H o	ncreased metered water charges You lowing an accidental escape of water a metered water system providing ome. hat We will pay is £2,000 in any one	
of damage of tank, apparthe Home ; (b) any repairs	xpenses incurred in tracing the source caused by the escape of water from any atus, pipe or fixed heating systems in directly arising from (a). that We will pay if £5,000 in any one	

What is Covered		What is Not Covered
		We will NOT pay for:
5.	Loss of Rent and Alternative Accommodation If the Home is damaged by any cause covered under this Section and, as a result, cannot be live in, We will pay for: (a) loss of rent due to You which You are unable to recover; (b) any costs of alternative accommodation for You and Your pets; until the Home is ready to be lived in. The maximum that We will pay is £50,000 in any one Period of Insurance.	
6.	Damage caused by Emergency Services We will pay for costs and expenses incurred following loss or damage caused by the emergency services in gaining access to the Home in the course of their duty to safeguard life or property.	
7.	We will pay for trees, shrubs, plants and lawns following loss or damage insured under this Section.	Loss or damage: a) caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost b) to trees, shrubs, plants and lawns dying naturally or because You haven't looked after them properly c) to trees, shrubs, plants and lawns on land not belonging to the Home d) while the Buildings are Unfurnished e) while the Buildings are Unoccupied. The maximum We will pay is £5,000 in any one Period of Insurance. Single article limit of £500 per tree, shrub or plant.
8.	Professional Fees and Other Expenses We will pay for: (a) architects', surveyors' and consulting engineers' fees; (b) the cost of removing debris and demolishing or supporting the damaged parts of the Buildings, which We have agreed to pay; (c) costs You have to pay in order to comply with any Government or local authority requirements; incurred in reinstating or repairing the Buildings following damage insured under this Section.	a) expenses incurred for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on You before the loss or damage.
9.	Selling Your Home If You enter into a contract to sell Buildings insured by this Policy, and they are destroyed or damaged prior to the sale being completed, the buyers will be entitled to any benefit from this insurance for the damage once the sale has been completed. This will not apply if any other insurance has been arranged by or on behalf of the buyer.	

What is Covered	What is Not Covered
	We will NOT pay for:
 10. Property Owner's Liability We will pay for all amounts You become legally liable for as owner of the Buildings as a result of: (a) Bodily Injury; (b) accidental loss of or damage to property; happening during the Period of Insurance and arising: i. from Your ownership of the Buildings; ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any Home You previously owned and occupied or leased and occupied. If the Buildings Section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any Home insured by this Section before the cover was cancelled or ceased. The maximum We will pay in respect of any one occurrence is £2,000,000. We will also pay all Your costs and expenses that We have agreed to in writing. 	 Your legal liability: a) as occupier of the Buildings b) for accidental Bodily Injury to any person You employ if the Bodily Injury happens as a result of or in the course of their employment with You c) for loss or damage to property which belongs to You or is in Your care d) in connection with any motorised vehicle e) under any agreement except to the extent that You would have been liable without that agreement f) in connection with Your trade, business or profession g) under (b) above where cover is provided by another policy of insurance.

IMPORTANT NOTE

If You are the owner or occupier of the Home insured by this Policy.

Accidents that happen in the **Buildings** or on the land are nearly always the legal responsibility of the occupier (the person who lives in the **Buildings** or on the land) rather than the owner).

If **You** are the owner and the occupier of the **Buildings**, please remember that this **Buildings** insurance Section does NOT cover **Your** legal liability as occupier of the **Home** or its land.

To protect yourself, **You** will need to arrange **Contents** insurance, which provides occupier's liability cover. This cover is automatically provided by the **Contents** Section of this Policy where it is shown on the **Schedule** as INSURED.

D OPTIONAL EXTENSION

WI	nat is Covered	Wh	at is Not Covered
		We	will NOT pay for:
1.	Accidental Damage to the Buildings (This cover is optional and only applies if stated as INSURED in the Schedule.)	a)	loss or damage: i) specifically excluded under this Section ii) movement, settling, shrinking, collapsing or cracking of the Buildings iii) while the Home is undergoing alteration, repair, cleaning, maintenance or extension iv) caused by wear and tear, infestation, corrosion, damp, mould or frost or any other anything that happens gradually v) arising from faulty design, specification, workmanship or materials vi) from mechanical or electrical faults or breakdown; vii) caused by dryness, dampness, extremes of temperature or exposure to light viii) to swimming pools, tennis courts, drives, patios and terraced, walls, gates and fences and fuel tanks ix) caused by, contributed to or arising from any kind of pollution and/or contamination x) while the Buildings are Unccupied xi) while the Buildings are Unccupied xii) caused by chewing, tearing, scratching or fouling by animals.
		b)	general maintenance.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

E CLAIMS SETTLEMENT UNDER SECTION 1

(Please also refer to the Policy Conditions Section of this Wording.)

1. Limit of Insurance

We will NOT pay more than the Sum Insured shown in the Schedule.

2. Replacement or Repair

We will pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- (a) the Buildings have not been maintained in good repair; or
- (b) at the time of any damage the **Sum Insured** for **Buildings** is less than the full rebuilding cost.

If the repair or replacement is not carried out **We** will, at **Our** option, pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the **Home** if the repair work had been carried out without delay.

3. Pairs, Sets and Suites

We will NOT pay the cost of replacing or repairing any undamaged parts of the **Buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

4. Automatic Re-instatement of Sums Insured

We will NOT reduce the Sum Insured under this Section after We have paid a claim provided that You agree to carry out Our recommendations to prevent further loss or damage.

5. Trace and Access

We will pay for goods and services which are competitive in the relevant marketplace.

SECTION 2: CONTENTS

(This Section only applies if stated as INSURED in the Schedule.)

A COVER

W	nat is Covered	What is Not Covered
	will provide cover for loss or damage to the Contents in EHOME caused by any of the following:	We will NOT pay for loss or damage:
1.	fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually.
2.	aircraft and other flying devices or items dropped from them	
3.	Storm, flood or weight of snow	a) to property in the open.
4.	escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) while the Buildings are Unfurnished b) while the Buildings are Unoccupied c) caused by the failure or lack of grout and/or sealant d) resulting from the failure of fish tanks e) caused by taps being left on or sinks / baths overflowing.
5.	escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	 a) due to wear and tear or anything that happens gradually b) caused by faulty workmanship c) while the Buildings are Unfurnished d) while the Buildings are Unoccupied.
6.	theft or attempted theft	a) whilst the Home is lent, let or sub-let (However, We will pay if someone has broken into or out of the Home using force and violence or obtained access to the Home by deception.) b) the maximum amount that We will pay in respect of Contents contained in a domestic outbuilding including a garage is £5,000.
7.	collision by any vehicle or animal	
8.	(i) riot, civil unrest, strikes and labour or political disturbances	(i) a) while the Buildings are Unfurnished ; b) while the Buildings are Unoccupied ; c) if claims are not notified within 7 days of the incident date.
	(ii) malicious acts	(ii) a. while the Buildings are Unfurnished ; b. while the Buildings are Unoccupied ; c. caused by You , paying guests or tenants
9.	Subsidence, Heave or Settlement of the land that the Buildings stand on, or Landslip	 a) to solid floors; (However, We will pay if the load bearing walls of the Home are damaged at the same time by the same event.) b) arising from faulty design, specification, workmanship or materials; c) which but for the existence of this insurance would be covered under any contract or guarantee or by law; d) whilst the Buildings are undergoing any structural repairs, alterations or extensions; e) by coastal erosion or riverbed erosion f) as a result of the action of chemicals on or reaction of chemicals with any materials which form part of the Buildings.

What is Covered	What is Not Covered
We will provide cover for loss or damage to the Contents in the Home caused by any of the following:	We will NOT pay for loss or damage:
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) to radios and television aerials, satellite dishes, their fittings and masts.
11. falling trees, telegraph poles or lamp-posts	a) caused by trees being cut down or cut back within the boundary of the Home .

B EXCLUSIONS

The following Exclusions apply to this entire Section.

We will NOT pay for:

- (a) anything contained within the General Exclusions Section;
- (b) the Excess specified in the Schedule.

C ADDITIONAL BENEFITS

What is Covered	What is Not Covered
	We will NOT pay for:
1. Temporary Removal We will pay for loss or damage to Contents whilst they are temporarily removed from the Home: (a) in any occupied private dwelling occupied by You (b) in any Buildings where You are living or working (c) for valuation, cleaning or repair (d) in any furniture deposit store (e) in any bank or safety deposit box caused by events 1-10 in Section A. The maximum amount We will pay in respect of any one occurrence is £10,000.	a) the Excess specified in the Schedule b) Contents temporarily removed to a place out the British Isles c) Money or Credit Cards d) Contents at University/College, unless specified in the Schedule.
2. Rent Payable and Alternative Accommodation If the Home is damaged by any cause covered under this Section and, as a result, cannot be lived in We will pay for: (a) rent You have to pay as the occupier (b) any cost of alternative accommodation for You and Your pets for a period of up to 12 months from the date of the damage, or until the Home is ready to be lived in, whichever occurs first. The maximum amount that We will pay in respect of any one occurrence is £50,000.	a) the Excess specified in the Schedule.
3. Tenant's Liability We will pay for all amounts You become legally liable for, as a tenant, for loss or damage to the Home. The maximum amount We will pay in respect of any one occurrence is £10,000.	 a) the Excess specified in the Schedule b) any caused excluded under this Section c) loss or damage while the Buildings are Unfurnished d) Subsidence or Heave of the land that the Buildings stand on, or Landslip e) fire, lightning or explosion (However, We will pay for damage to landlord's fixtures and fittings.) f) any person taking part in a riot, civil unrest, strike and labour or political disturbance g) malicious acts h) We will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

What is Covered	What is Not Covered
	We will NOT pay for:
4. Audio Equipment and Mirrors We will pay for the cost of accidental breakage to: (a) audio visual equipment (b) mirrors and fixed glass.	a) the Excess specified in the Schedule b) loss or damage specifically excluded under this Section c) computers or computer equipment designed to be portable d) video cameras, tablets, mobile phones, pagers, computer software, games, recording tapes, discs or records e) damage to Contents within garages and outbuildings; f) loss or damage: i) caused by dyeing, cleaning, repair, renovation or whilst being worked upon ii) caused by chewing, tearing, scratching or fouling by animals iii) while the Home is lent, let or sub-let iv) caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually; v) arising out of fault design, specification, workmanship or materials vi) from mechanical or electrical faults or breakdown; vii) arising from demolition, structural alteration or structural repair of the Buildings viii) caused by dryness, dampness, extremes of temperature or exposure to light ix) contributed to or arising from any kind of pollution and/or contamination.
5. Fatal Bodily Injury We will pay £5,000 if You die as a result of Bodily Injury caused at the Home by fire, explosion, lightning or intruders, provided that Your death happens within 12 months of the sustained Bodily Injury .	
6. Locks and Keys We will pay for the costs of changing locks to: (a) external doors of the Home; (b) alarm systems or domestic safes in the Home; following accidental loss or theft of keys. The maximum amount We will pay in respect of any one occurrence is £500.	
7. Loss of Metered Water and Loss of Oil We will pay for increased metered water charges You have to pay following an accidental escape of water discharged from a metered water system providing service to the Home. and We will pay for loss of oil following a claim for escape of oil. The maximum amount We will pay is £2,000 in any one Period of Insurance.	a) loss or damage for metered water charges or oil, when the Home is Unoccupied or Unfinished .
8. Celebration or Religious Festival We will increase the Sum Insured under this Section by £1,000 for a period of 30 days before and 30 days after a celebration or religious festival that You celebrate.	a) the Excess specified in the Schedule b) loss or damage that can be recovered under any other insurance policy.

What is Covered	What is Not Covered
	We will NOT pay for:
9. Deterioration of Food We will pay for loss or damage to food stored in any domestic fridge or freezer in the Home caused by: (a) a rise or fall in temperature (b) contamination by freezing agents. The maximum amount We will pay in respect of any one occurrence is £2,000, unless otherwise specified in the Schedule.	 a) the Excess specified in the Schedule b) loss or damage caused by an electricity or gas company cutting off or restricting Your supply c) loss or damage due to the failure of Your electricity or gas supply caused by a strike or any other industrial action d) loss or damage if the domestic fridge or freezer is over 10 years old.
10. Downloads We will pay for the cost of replacing Downloads following loss or damage covered under this section. The maximum amount We will pay in respect of any one occurrence is £1,000.	a) the Excess specified in the Schedule
11. Personal Money We will pay for theft or accidental loss of personal Money anywhere in the world provided that, within 24 hours of You discovering any such loss or theft, You have notified the police. The maximum amount We will pay in respect of any one occurrence is £1,000, unless otherwise specified in the Schedule.	a) the Excess specified in the Schedule b) shortages due to error or omission c) loss of value.
12. Unauthorised Use of Credit Cards We will pay for amounts You become legally liable for as a result of unauthorised use of Your Credit Cards following loss or theft anywhere in the world; provided that within 24 hours of You discovering any such loss or theft, You have notified the police and card issuing company and You have complied with all other conditions under which Your Credit Cards were issued to You. The maximum amount We will pay is £5,000 in any one Period of Insurance, unless otherwise specified in the Schedule.	a) the Excess specified in the Schedule b) shortages due to an error or omission c) loss of value d) loss or damage that can be recovered under any other insurance policy.

What is Covered	What is Not Covered
	We will NOT pay for:
13. Occupier's, Personal and Domestic Liability We will pay for amounts You become legally liable for as a result of: (a) accidental Bodily Injury or illness (b) accidental loss of or damage to property happening during the Period of Insurance in: i) the British Isles ii) the rest of the world, for temporary visits and arising: 1) as occupier (not as owner) of the Home and its land 2) in personal capacity (not as owner or occupier) of any Building or land 3) as employer of a Domestic Employee. The maximum amount We will pay in respect of any one incident is: A. and 2) £2,000,000 B. £10,000,000. We will also pay all Your costs and expenses which We have already agreed to in writing.	 a) You or anyone on Your behalf owning, possessing or using: i) any motorised or licensed vehicle except for domestic gardening machinery, a golf buggy or an electric wheelchair ii) aircraft other than pedestrian controlled toys or models iii) caravans iv) boats, boards and craft designed to be used on or in water, other than those only propelled by oars or paddles or pedestrian controlled toys or models. b) You living in or occupying land or Buildings other than the Home or its grounds c) You owning land, Buildings or other fixed property; d) deliberate or malicious acts e) HIV and HIV-related illnesses, including AIDS f) dangerous dogs defined in the Dangerous Dogs Act 1991 (or any successor legislation) g) under any agreement except to the extent that You would have been liable without that agreement h) any trade, business or profession i) loss of or damage to property which belongs to You or is in Your care or control j) Your Bodily Injury or illness.

IMPORTANT NOTE

If You are the owner or occupier of the Home insured by this Policy.

Accidents that happen in the **Buildings** or on the land are nearly always the legal responsibility of the occupier (the person who lives in the **Buildings** or on the land) rather than the owner.

If **You** are the owner but not the occupier of the **Buildings**, please remember that this **Contents** insurance Section does NOT cover **Your** legal liability as the owner of the **Home** or its land.

To protect yourself, **You** will need to arrange **Buildings** insurance, which provides **Your** property owner's liability cover. This cover is automatically provided by the **Buildings** Section of this Policy where it is shown on the **Schedule** as INSURED.

D OPTIONAL EXTENSION

What is Covered	What is Not Covered
	We will NOT pay for:
1. Accidental Damage to the Contents (This cover is optional and only applies if stated as INSURED in the Schedule.)	a) the Excess specified in the Schedule b) loss or damage specifically excluded under this Section c) Money, Credit Cards, documents or stamps d) damage to Contents within garages and outbuildings e) loss or damage: i) caused by dyeing, cleaning, repair, renovation or whilst being worked upon ii) caused by chewing, tearing, scratching or fouling by animals iii) to contact, corneal or micro lenses iv) while the Home is lent, let or sub-let v) caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually vi) arising out of fault design, specification, workmanship or materials vii) from mechanical or electrical faults or breakdown; viii) arising from demolition, structural alteration or structural repair of the Buildings ix) caused by dryness, dampness, extremes of temperature or exposure to light x) contributed to or arising from any kind of pollution and/or contamination xi) while the Home is Unoccupied xii) while the Home is Unoccupied

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

E CLAIMS SETTLEMENT UNDER SECTION 2

(Please also refer to the Policy Conditions Section of this Wording.)

1. Limit of Insurance

We will not pay more than the Sum Insured shown in the Schedule.

2. Replacement or Repair

If You claim for loss or damage to the Contents We will at Our option repair, replace, reinstate or pay for any article covered under this Section.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes and household linen.

3. Pairs, Sets and Suites

We will not pay the cost of replacing or repairing any undamaged Contents which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

4. Automatic Re-instatement of Sums Insured

We will not reduce the Sum Insured under this Section after We have paid a claim provided that You agree to carry out Our recommendations to prevent further loss or damage.

5. Sum Insured

If **You** are under-insured, which means the cost of replacing or repairing the **Contents** at the time of the loss or damage is more than **Your Sum Insured** for the **Contents**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

6. Proof of Value

If You claim for any specified item in the **Schedule** then You will need to provide proof of the item's value. Therefore, **We** recommend You retain photos, instruction booklets, copies of valuations and receipts for any specified item noted in the **Schedule**.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

SECTION 3: PERSONAL POSSESSIONS

(This Section only applied if stated as INSURED in the **Schedule**.)

A COVER

We will pay for loss or damage to: (i) Your Personal Possessions (shown in the Schedule) anywhere in the world for a maximum period of 60 days any one trip.	e will NOT pay for: loss or damage:
anywhere in the world for a maximum period of 60 days	loss or damage:
	 a) caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or anything that happens gradually b) from electrical or mechanical faults or breakdown or or any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the Schedule or the specification(s) attached to the Schedule to individual Pedal cycles in excess of £500, unless stated otherwise in the specification(s) attached to the Schedule. d) or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) to guns caused by rusting or bursting of barrels; f) to sports equipment whilst in use g) to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the Schedule h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under Your personal supervision i) computer equipment unless otherwise stated in the specification(s) attached to the Schedule j) any amount over £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked, concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during Your absence from such rooms l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sail boards or surf boards m) articles used for business or professional purposes

SECTION 3: PERSONAL POSSESSIONS (continued)

What is Covered	What is Not Covered
We will pay for loss or damage to:	We will NOT pay for:
(ii) Your pedal cycles following loss or damage anywhere in the world for a maximum period of 60 days any one trip.	 (ii) loss or damage: a) to tyres, lamps or accessories, unless the pedal cycle is stolen or damaged at the same time b) due to wear and tear or anything that happens gradually c) from mechanical or electrical faults or breakdown; d) while the pedal cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes e) to individual Pedal cycles in excess of £500, unless stated otherwise in the specification(s) attached to the Schedule f) theft or attempted theft unless the pedal cycle is kept in a locked building or secured to an immovable object with a Pedal Cycle/ Motorcycle/ Motor Scooter lock which has been tested and approved to be Sold Secure Silver or Sold Secure Gold rated.

B EXCLUSIONS

The following Exclusions apply to this entire Section.

We will NOT pay for:

- (a) anything contained within the General Exclusions Section;
- (b) the Excess specified in the Schedule.

SECTION 3: PERSONAL POSSESSIONS (continued)

C CLAIMS SETTLEMENT UNDER SECTION 3

(Please also refer to the Policy Conditions Section of this Policy.)

1. Limit of Insurance

We will not pay more than the Sum Insured shown in the Schedule.

2. Replacement or Repair

If You claim for loss or damage to Personal Possessions, We will at Our option repair, replace, reinstate or pay for any article lost or damaged.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes, household linen and pedal cycles.

3. Pairs, Sets and Suites

We will not pay the cost of replacing or repairing any undamaged **Personal Possessions** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

4. Automatic Re-instatement of Sums Insured

We will not reduce the Sum Insured under this Section after We have paid a claim provided that You agree to carry out Our recommendations to prevent further loss or damage.

5. Sum Insured Condition

If **You** are under-insured, which means the cost of replacing or repairing the **Personal Possessions** at the time of the loss or damage is more than **Your Sum Insured** for the **Personal Possessions**, then **We** will only pay a proportion of the claim.

For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Personal Possessions**, **We** will only pay one half of the cost of repair or replacement.

6. Proof of Value

If You claim for any specified item in the **Schedule** then **You** will need to provide proof of the item's value. Therefore, **We** recommend **You** retain photos, instruction booklets, copies of valuations and receipts for any specified item noted in the **Schedule**

POLICY CONDITIONS

1. Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your Policy.

If the information provided by You is not complete and accurate:

- We may cancel Your Policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change any Excess, or
- the extent of the cover may be affected.

2. Claims

Your duties

As soon as You are aware of an incident or cause which is likely to lead to a claim under this Policy, You must:

- (a) contact **Us** as soon as reasonably possible and provide all the information and help **We** need;
- (b) tell the police immediately about any property which has been lost, stolen or maliciously damaged and get a crime reference number:
- (c) do all You reasonably can to get back any lost or stolen property and tell Us without unnecessary delay if any property is then returned to You;
- (d) send **Us** all correspondence unanswered, including any legal or other documents **You** may receive;
- (e) avoid discussing liability with, or admitting liability to, anyone else without Our permission.

To help us settle your claim

It is **Your** responsibility to provide proof of any loss and therefore **We** may ask **You** to provide [receipts, valuations, photographs, instruction booklets and guarantee cards] and any other relevant documentation, documents and assistance **We** may require to help with **Your** claim.

Our rights

- (a) We may:
 - i. take over and defend or settle any claim, or right You may have against another person, in Your name;
 - ii. prosecute (in Your name for Our own benefit) any claim for indemnity or damages or otherwise.
- (b) We have the right to do as We see fit in legal action and in settling Your claim.
- (c) We have the right to enter any Buildings where loss or damage has occurred and deal with salvage. However, You are not entitled to abandon any property to Us.

Sum Insured Limit

For any claim or series of claims involving legal liability covered by this Policy, We will pay:

- i. up to the **Sum Insured** shown in this Policy Wording or in the **Schedule** (less any amounts already paid as compensation)
- ii. any lower amount for which We can settle Your claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

3. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this Policy or return any premium to **You**. **We** may also inform the police or other appropriate authorities.

4. Other Insurance Policies

If there is any other insurance covering the same claim, ${\bf We}$ will only pay ${\bf Our}$ share of the claim.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

5. Cancellation

Following the expiry of **Your** Statutory 14 day right to cancel (also known as the "cooling-off period"), **You** continue to have the right to cancel **Your** Policy at any time during its term.

If **You** do cancel **Your** Policy after the "cooling-off period", **You** will be entitled to a refund of any premium **You** have paid, less a deduction for the time **You** have been on cover, subject to no claims being made or notified during the **Period of Insurance**.

If You wish to cancel Your Policy at any time, please contact Your insurance advisor.

We (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this Policy by sending **You** 14 days notice by recorded delivery to **Your** last known address. **You** may be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

We will only cancel for a valid reason, such as:

- Non-payment of premium;
- Suspected Fraud;
- There is a change in risk occurring which We are unable to insure;
- We establish that You have provided Us with incorrect information;
- You breach any terms and conditions of Your policy.

6. Your Duty to Keep to the Policy Conditions

To be covered by this insurance, You must keep to the terms and conditions of this Policy.

7. Arbitration

If **We** have accepted **Your** claim but disagree with the amount to be paid, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with law at the time. If **You** cannot agree **We** have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

8. Renewal of the Policy

If **We** are willing to continue providing cover and **Your** insurance adviser advises **You** of **Our** renewal terms before expiry of **Your** existing Policy, **You** authorise **Your** insurance adviser to renew this insurance, and any subsequent insurance, on expiry in accordance with **Our** renewal terms at the time, unless **You** advise **Your** insurance adviser otherwise before **Your** Policy renewal date.

9. Your Duty to Prevent Loss or Damage

- (a) You, and any other person this insurance applies to, must take all reasonable precautions to prevent accidents, loss or damage.
- (b) All property insured by this Policy must be maintained in good condition.

Your Policy is intended to cover You against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 1116768.

POLICY EXCLUSIONS

We will NOT pay for:

1. Radioactive Contamination and Nuclear Assemblies

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

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

2. War Exclusion

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Date Change

Any loss or damage to any computer-related equipment which fails to correctly recognise a date change.

4. Computer Failure

Loss or damage to any computer related equipment caused by computer failure, computer error or any other malfunction.

5. Sonic Bangs

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

6. Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this Policy.

7. Deception

Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless deception is used only to get into the **Home**.

8. Confiscation

Any loss or damage caused by confiscation, detention or seizure by

- (a) customs, police or officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

NOTES





Tailored to:

