



Ryburne Brokers & Co

Delegated Authority Schemes

Home Insurance Policy



RYBURNE BROKERS & CO

Home Insurance Policy

Welcome to your Home Insurance Policy

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Your Insurers

This insurance is arranged by Ryburne Brokers & Co and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Ryburne Brokers & Co and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Your Cover

If **you** have paid the premium as shown in the **schedule**, **we** will agree to insure **you**, subject to the terms, conditions and any **endorsements** attaching to this **policy**, against loss or damage or legal liability **you** may incur for accidents or losses occurring during the **period of insurance** as shown in the **schedule**.

Please take time to read the contents of this **policy**, including how to make a claim. This **policy** and its **schedule** are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this **policy**, please contact Ryburne Brokers & Co.

Cancellation

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

If **you** wish to cancel **your policy** after 14 days, **you** will be entitled to a pro-rata return of premium.

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **policy** terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Governing Law

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

Claims Underwriting Exchange

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

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

For and on behalf of UK General Insurance Limited

A handwritten signature in black ink, appearing to read 'K Beales', written in a cursive style.

Karen Beales
Managing Director (Schemes)

Definitions

The following definitions have the same meaning wherever they appear in your **policy** or **schedule**:

Accidental Damage

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

Bedroom

A room used as or originally designed and built to be a **Bedroom** even if now used for another purpose.

Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You**, or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Consequential Loss

Indirect loss or damage resulting from the event which caused the claim under this **policy**. For example, the cost of mobile phone calls following the theft of the phone.

Contents

Contents are defined as Household furniture; fittings; **Personal Effects** and **Personal Possessions** including **Valuables**, **Money**, pedal cycles, plus television and radio receiving aerials, fittings, masts and satellite receiving equipment which are the property of **You** or members of **Your Family** permanently residing with **You** or for which **You** are legally liable.

Including **Home working Equipment** and office furniture used by **You** or **Your Family** for business or professional purposes up to £5,000 when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.

Cost of Rebuilding

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

Credit Cards

Credit, Cheque, Debit, Charge or Cash Cards held for personal or charitable purposes.

Endorsement

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

Excess

The first amount of any claim for which **You** are responsible.

Family

You, **your** domestic partner and other relations permanently residing with **You**.

Home working Equipment

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

Insured / You / Your

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

Insurers / We / Us / Our

UK General Insurance Limited, on behalf Great Lakes Reinsurance (UK) SE

Money

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

Period of Insurance

The period stated in the **Schedule** for which **We** agree to grant cover, providing that the full premium has been paid to us.

Policy

The **Policy** incorporates the policy booklet, the **Schedule** and all terms, conditions and endorsements of your insurance contract with **Us**.

Personal Effects

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

Valuables, Money, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Personal Possessions

Jewellery, Watches, **Valuables, Money**, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Property

The **Buildings** at the address(es) stated in the **Schedule**.

Schedule

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

Sum Insured

The amount as shown in the Schedule and being the maximum amount we will pay in the event of any claim on this policy.

Uninsurable Risks

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

United Kingdom

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

Unoccupied

The **Property** is deemed to be **Unoccupied** when it is not lived in by **You** or is **Unfurnished**. Unoccupancy is deemed to start from the date that **You** last vacated the **Property**, which may pre-date the inception of the insurance granted by this policy.

Valuables

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

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Section 1 – Contents within your Home

We will cover **Your Contents** against loss or damage caused by the following insured perils:

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

Excluding

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

2. Storm or flood.

Excluding

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

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes. Including £500 of additional metered water charges incurred by **You** and resulting from any of the Causes 1-9 of Section 1 of this **Policy**.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped.
- c) loss or damage caused by gradual emission.
- d) the first £250 of every claim, unless otherwise specified in the **Schedule**.

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

Excluding

- a) theft or attempted theft by any tenant or person lawfully on the **Property**.
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- c) any amount in excess of £2500 in respect of **Contents** contained within detached domestic outbuildings and garages.
- d) The **Excess** shown in your **Schedule**.
- e) Flowers, plants, shrubs, trees and any growing matter not in pots or containers.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

- b) Malicious damage or vandalism by any tenant or person lawfully on the **Property**.

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

Excluding

- a) loss or damage caused by erosion of any coast or riverbank.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim, unless otherwise specified in the **Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, fittings, masts and satellite receiving dishes or equipment.

Excluding

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

10. Costs of alternative accommodation incurred by You, as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy.

Excluding

- a) any amount in excess of 20% of the sum insured on the **Contents** of the **Buildings** damaged or destroyed.

11. Deep Freezer Contents

We will pay up to the £500 for food in a domestic deep freezer in the **Property** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

Excluding

- a) loss or damage from fridges/freezers over 10 years from new.

12. Accidental Damage to Glass and Home Entertainment equipment

- a) Accidental damage to radios, television sets, video recorders, audio equipment, their receiving aerials and home computers whilst in Your home, up to an amount of £2,500.

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

Excluding

The first £250 in respect of each claim resulting from

- Anything being dropped or spilt
- Any decorating, repair or maintenance work being undertaken at **Your** home

Loss or damage

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

13. Tenants Liability

(applicable if the **Buildings** are rented)

Any amount which **You** become legally liable to pay as a tenant, and not as an owner of the **Buildings** up to £2,000 of the **Contents** shown in the **Schedule** in respect of damage to the **Buildings** by any of the Causes 1-11 of Section 1 of this **Policy**.

14. Weddings, Birthdays and Christmas

The Maximum Claims limit shown in the **Schedule** for **Contents** in the **Property** will be automatically increased by 10% or £3,000 Maximum.

- a) during the month of any religious festival or celebration
- b) for 30 days before and after **Your** wedding day; and
- c) for 7 days after **Your** birthday;

to cover Christmas, wedding, birthday or other gifts

15. Door Locks

We will pay up to £750 in respect of replacement locks for external doors to the **Buildings** if **Your** keys are stolen or lost.

Excluding

- a) The **Excess** shown in **Your Schedule**.
- b) Thefts not reported to the Police.

16. Visitors' Personal Effects

We will pay up to £500 when in **Your Home** unless otherwise insured.

17. Reinstatement of Title Deeds

We will pay up to £1,000 in respect of the replacement of title deeds to **Your Home** if they are lost, destroyed or damaged by any of the Causes 1-9 of the **Contents** Section of this **Policy** while in **Your Home** or lodged with **Your** Solicitor, Bank or Building Society.

Excluding

- a) The **Excess** shown in **Your Schedule**.
- b) Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating

cause, confiscation or detention by order of any government, public or police authority.

18. Temporary Removal Of Contents

We will pay for **Contents** lost or destroyed by any of the Causes 1-13 of Section 1 of this **Policy** whilst temporarily removed from the **Property** but remaining in the **United Kingdom**;

Excluding

- a) The **Excess** shown in **Your Schedule**
- b) £250 **Excess** in respect of **Contents** whilst in university halls of residence or in student accommodation
- c) Loss or damage in a furniture depository
- d) Loss or damage caused by storm or flood to property not in a building
- e) Loss or damage by theft unless force and violence is used to gain entry to or exit from
 - i) a building or
 - ii) in the case of halls of residence or student accommodation, a locked room.

19. Money and Credit Cards

Loss of or damage to **Money** belonging to **You** or **Your Family** up to £500 any one loss.

Credit Cards; Your liability under the terms of the Personal Credit Cards including Cheque, Debit, Charge or Cash Cards, issued in the **United Kingdom** to **You** or **Your Family**, up to a maximum of £750 any one loss.

Excluding

- a) The **Excess** shown in the **Schedule**.
- b) Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- c) Losses not reported to the Police within 24 hours of discovery of loss.
- d) Any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**.
- e) Loss caused by accounting errors or omissions.
- f) Depreciation in value.

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

Excluding

- a) bodily injury or death to any person who is engaged in your service, or is a member of **Your Family** or household.
- b) any claim arising directly or indirectly from the transmission of any communicable disease.
- c) damage to property under **Your** custody or control.
- d) any claim arising out of any profession, occupation or business, other than through private letting of the **Property**.
- e) any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**.

- ii) any power operated lift.
- iii) any aircraft or watercraft.
- iv) a caravan, whilst being towed.
- v) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) any claim arising out of pollution or contamination.
- g) any claim where **You** are entitled to indemnity under any other insurance.
- h) any cost or expense not agreed by **Us** in writing.

21. Accidents to Domestic Employees

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

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

Excluding

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

22. Fatal Accident

We will pay £5,000 if **You** or **Your** partner dies, either separately or together, as a result of an injury in the **Property** caused by fire or an assault by intruders, within 60 days of the incident.

Additional Cover – Only applicable if shown as being covered on your schedule

Accidental Damage cover to the Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 16 of this section.

Excluding

- a) loss or damage if previously specifically excluded from cover.
- b) loss or damage caused by normal wear and tear.
- c) loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions.

- d) loss or damage caused by cleaning or making repairs or alterations.
- e) loss or damage caused by pets.
- f) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- g) loss or damage as a result of mechanical or electrical breakdown.

Conditions that apply to Section 1 – Contents within your Home

Index-linking Clause

The sums insured in Section 1 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal **Schedule**.

Basis of Claims Settlement

In the event of loss or damage to **Your Contents**, **We** will replace the damaged **Contents** as new, provided that the sum insured is at least equal to the cost of replacing all the **Contents**. At our option, **We** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

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

- 1) not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **Your Contents**, as stated in the **Schedule**.
- 2) not exceed the sum insured for **Your Contents**, as stated in the **Schedule**.

It is Your responsibility to ensure that, at all times the Contents sum insured reflects the total cost of replacement as new.

We will not pay for more than 50% of the cost of replacing or repairing any undamaged item(s) of the **Contents** of **Your Property** which forms part of a pair, set, suite or part of a common design.

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

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

- a) one third of the total sum insured on **Contents** for jewellery, watches, furs, curios, works of art, antique furniture, articles of precious metal or precious stones, silverware, collections of stamps, coins or medals or £2,000 for any single article, pair, set or collection of any such property unless specifically insured
- b) £5,000 for business equipment

Section 2 – Buildings of your Home

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

- 1. Fire, smoke, explosion, lightning, or earthquake.**
Excluding
 - a) loss or damage caused by smog, industrial or agricultural output.
- 2. Storm or flood.**
Excluding
 - a) loss or damage caused by frost.
 - b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.
 - c) loss or damage caused by rising water table levels.
- 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.**
Excluding
 - a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
 - b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped.
 - c) loss or damage caused by gradual emission.
- 4. Theft or attempted theft caused by violent and forcible entry or exit.**
Excluding
 - a) Theft or attempted theft by any person lawfully on the property.
 - b) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
 - c) loss or damage caused by deception, unless deception is used solely to gain entry to **Your Property**.
- 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.**
- 6. Riot, civil commotion, labour and political disturbances.**
- 7. Malicious damage or vandalism.**
Excluding
 - a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
 - b) Malicious damage or vandalism by any tenant or person lawfully on the **Property**.
- 8. Subsidence, landslip or heave of the site upon which the Buildings stand.**
Excluding
 - a) loss or damage caused by erosion of any coast or riverbank.
 - b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time.

- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
 - d) loss or damage arising from faulty or defective workmanship, designs or materials.
 - e) normal settlement, shrinkage or expansion.
 - f) the first £1,000 of every claim, unless otherwise specified in the **Schedule**.
 - g) loss or damage that originated prior to the inception of this **Policy**.
 - h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause.
 - i) loss or damage to **Buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **Buildings**
- 9. Falling trees, telegraph poles, lamp-posts, fixed aerials, fittings, masts and satellite receiving dishes or equipment.**
- Excluding*
- a) loss or damage caused by maintenance to trees.
 - b) loss or damage to gates and fences.
 - c) loss or damage to aerials, dishes and masts.
- 10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property.**
- Excluding*
- a) loss or damage whilst the **Buildings** are **Unoccupied**, for 30 days or more.
 - b) loss or damage caused by chipping, denting or scratching.
 - c) loss or damage to ceramic hobs in free-standing cookers.
- 11. Accidental damage to underground pipes, cables and services for which You are responsible.**
- Excluding*
- a) loss or damage due to wear and tear or gradual deterioration.
 - b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.
- 12. Cost of alternative accommodation incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.**
- Excluding*
- a) any amount in excess of 20% of the sum insured on the **Buildings** damaged, (maximum limit £100,000).
 - b) losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless stated otherwise in the **Schedule**.
- 13. Increased metered water charges incurred by You, which result from the escape of water, for which a successful claim has been made under Section 2, Peril 3 of this Policy.**
- Excluding*
- a) any amount in excess of £250 in any period of insurance.

- 14. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the Building, following loss or damage caused by any of the perils listed in Section 2 of Your Policy.**
Excluding
a) any fees charged in the preparation of a claim.
- 15. Expenses incurred by You in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 2, Peril 3 or Peril 11 of this policy.**
Excluding
a) any amount in excess of £1000.
b) loss or damage to the apparatus from which water or oil has escaped.
- 16. Purchasers Interest**
If **You** have contracted to sell the **Buildings** and the purchaser has not insured the **Property** before completion, the purchaser will have the contractual right to benefit of Section 2 of this **Policy** between Exchange of Contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.
- 17. Emergency Access**
We will provide cover for damage to the **Property** caused by forced access by the fire, police or ambulance services as a result of an emergency.
Excluding
a) any amount in excess of £1000.
- 18. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the Schedule) in respect of all sums for which You are legally liable, as the owner of the Buildings, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with Our prior consent.**
Excluding
a) bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your Family** or household.
b) any claim arising directly or indirectly from the transmission of any communicable disease.
c) damage to property under **Your** custody or control.
d) any claim arising out of any profession, occupation or business, other than through private letting of the **Property**.
e) any claim arising out of the ownership, possession or operation of:
i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**.
ii) any power operated lift.
iii) any aircraft or watercraft.
iv) a caravan, whilst being towed.
v) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
f) any claim arising out of pollution or contamination.

- g) any claim where **You** are entitled to indemnity under any other insurance.
- h) any cost or expense not agreed by **Us** in writing.

Additional Cover – Only applicable if shown as being covered on your schedule

Accidental Damage cover to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section.

Excluding

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

Conditions that apply to Section 2 – Buildings of your Home

Index-linking Clause

The sums insured in Section 2 may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured and will be shown on the renewal **Schedule**.

Basis of Claims Settlement

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

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

- 1) not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the **Property**, as stated in the **Schedule**.
- 2) not exceed the sum Insured for the **Property**, as stated in the **Schedule**.

It is Your responsibility to ensure that, at all times the Buildings sum insured reflects the total cost of reinstatement and associated fees.

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

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

Section 3 – Unspecified articles and pedal cycles

Cover is provided worldwide for up to 60 days in any one period of insurance.

WHAT IS INSURED

Accidental loss or damage to Unspecified Articles comprising:

- i) Money, articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable Personal Effects (except sports equipment, guns and mobile telephones)

Cover up to a limit of £8,000, and £2,000 for any one item; unless specified on Your Policy Schedule.

- i) Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes up to a limit of £2,000 any one loss;
- ii) Mobile telephones up to £250 any one item and any one loss
- iii) Money up to £500 any one loss;

Excluding

- a) The **Excess** shown in **Your Schedule**
- b) Any loss or damage to contact or corneal lenses.
- c) Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- d) Documents or securities.
- e) Household goods, foodstuffs and domestic appliances.
- f) Property more specifically insured.
- g) Sports equipment whilst in use.
- h) **Activity Sports** equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- i) Collections of stamps, coins and medals.
- j) Televisions, audio and audio visual equipment.
- k) Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- l) Tools or instruments used or held for business or professional purposes.
- m) Loss or damage listed under other Exclusions

Pedal Cycles

Accidental loss or damage to pedal cycles owned by **You** or **Your** Family up to £750 per cycle (unless specified on **Your Schedule**)

Excluding

- a) The **Excess** shown in the **Schedule**.
- b) Loss or damage listed under other exclusions.
- c) Loss or damage while being used for track racing or business purposes
- d) Theft while away from the **Home** unless in a building or securely locked to an immovable object.
- e) Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time

Personal Possessions Away From the Home

Cover is provided worldwide for up to 60 days in any one period of insurance.

Loss or damage to articles specified and listed in **Your Schedule** which have been accepted by **Us** and where evidence of value has been submitted.

Excluding

- a) The **Excess** shown in the **Schedule**
- b) Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- c) Sports equipment while in use.
- d) Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry.

Conditions that apply to Section 3 – Unspecified articles and pedal cycles

Index-linking Clause

The sums insured in Section 3 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal **Schedule**.

Basis of Claims Settlement

In the event of loss or damage to any item covered in this section, **We** will replace the damaged item as new, provided that the sum insured is at least equal to the cost of replacing the item. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

It is Your responsibility to ensure that, at all times the sum insured reflects the total cost of replacement as new.

We will not pay for more than 50% of the cost of replacing or repairing any undamaged item(s) of the contents of **Your Property** which forms part of a pair, set, suite or part of a common design.

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

General Conditions – Applicable to all sections of this insurance

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Duty of Care

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

Changes in Circumstances

You must notify **Us** of any change in **Your** circumstances and in particular the use of **Your Property**, the type of tenant occupying the building, if applicable, the cost of rebuilding **Your Property** or replacing **Your** Contents.

Unoccupancy

- 1) If the **Buildings** as specified in the **Schedule** will be left unattended for 14 days or more, **You** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.
- 2) **You** must notify **Us** if the **Buildings** as specified in the **Schedule** are to be become regularly unattended for more than 30 days in any single period.

Notice of Building Works

You must notify **Us** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**.

Contracts (Rights of Third Parties Act)

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

Other Insurance

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

Fraudulent / False Claims

If **You** make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. **We** have the right to notify the Police, or other relevant authority or body of any such instances or circumstances.

General Exclusions – Applicable to all sections of this insurance

This Policy does not cover the following:

- a) Radioactive Contamination**
Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- b) War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- c) Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- d) Deliberate Act**
loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.
- e) Existing Damage**
loss or damage occurring prior to the commencement of **Your** insurance cover.
- f) Sonic Pressure**
loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
- g) Consequential Loss**
Consequential Loss as a result of any claim under this **Policy**. For example, the cost of phone calls following the theft of the phone.
- h) Wear and Tear**
loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
- i) Computer Data Recognition and Viruses**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

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

j) Motor Vehicles

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

k) Domestic Pets

loss or damage caused by domestic pets, insects or vermin.

Claims Procedure and Conditions – Applicable to all sections of this insurance

How do I make a claim under my insurance policy?

If You wish to make a claim please contact:

Direct Group Property Services (Nexus)
Tel 0344 412 4258
Email propertynexus@directgroup.co.uk

UK General Insurance Limited are an insurers agent and in the matters of a claim act on behalf of the insurer.

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

- a) Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that we may request.
- e) Do not, under any circumstances effect full repairs without **Our** prior written consent.
- f) Under no circumstances must **You** admit any liability or responsibility or negotiate or settle any aspect of any claim without **Our** permission in writing.

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

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

Complaints Procedure and Regulatory Information

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

Complaints regarding:

SALE OF THE POLICY

Please contact the agent who arranged the insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, **Your** agent will pass it to:

UK General Insurance Limited

Cast House

Old Mill Business Park

Gibraltar Island Road

Leeds

West Yorkshire

LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

CLAIMS

Direct Group Ltd

Customer Relations

Quay Point

Lakeside Boulevard

Doncaster

DN4 5PL

Tel: 0344 854 2072

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 04964E.

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

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if an insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim, with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting their website, at www.fscs.org.uk

Data Protection

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

RYBURNE BROKERS & CO



A one-stop solution for all your Insurance Needs