



Home 50

Policy Booklet



SOMPO CANOPIUS

Important Phone Numbers

Below is a list of important phone numbers that relate to this insurance policy.

Home Insurance Claims

0303 366 9000

This phone number is for registering new claims and is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that we can take any action necessary.

Please see page 15 for the steps of how to make a claim.

Emergency Repairs Helpline

0344 770 1041

Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to the home. You will be responsible for the tradesman's charges. Where appropriate we may substitute deployment of a tradesman with the provision of technical advice over the telephone giving you the means to rectify the problem yourself.

Simply telephone 0344 770 1041 and quote "Sompo Canopius Home 50 Insurance"

Welcome

Thank you for choosing Sompo Canopus as your household insurer.

We really appreciate how important it is to have peace of mind when it comes to protecting your home and treasured possessions, so as a valued customer you have access to unmatched quality of service and product knowledge.

Please take time to read this policy booklet to make sure you are completely satisfied and understand your cover. It includes useful telephone numbers should you need to make a claim or notify us if your circumstances change.

We have listed some 'helpful hints' on how to keep the home and belongings safe and secure, and if you need further information or clarification on any aspect of your policy, please don't hesitate to contact your insurance advisor.

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Anti-Fraud and Credit Checks

We may conduct anti-fraud and credit checks using various databases such as CIFAS, CUE and Hunter at any stage of your period of insurance to confirm that all information provided to us by you is correct.

- ▶ If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- ▶ Law enforcement agencies may access and use this information.
- ▶ We and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data Protection Notice

It is a condition of this policy that you read and accept the terms of this data protection notice. You should show this notice to anyone covered by this policy.

The details you have provided will be processed in accordance with the Data Protection Act 1998 and other applicable laws. We share data with approved organisations for underwriting and fraud prevention purposes. Your data may also be processed outside of the European area. In all instances we ensure an adequate level of protection is given to your information.

In order to assess the terms of an insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical data or criminal convictions).

In order to process your information for the purposes of providing insurance and claims handling it may be necessary to pass your information to carefully selected third parties and other Group companies.

If you have any queries, please contact the Data Protection Officer at:

Sompo Canopus,
Gallery 9,
One Lime Street,
London
EC3M 7HA.

Helpful Hints

We recommend that you take simple precautions for your own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

These Helpful Hints do not form part of the policy terms and conditions and your policy cover is not dependent on you following the advice we have given.

Fire Prevention

Do

- ▶ Test your smoke alarms regularly.
- ▶ Check your electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits.
- ▶ Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if you are in doubt.
- ▶ Always unplug non-essential appliances before you leave the home or before you go to bed at night especially electric blankets.
- ▶ Be careful with cigarette ends, ashtrays and hot irons.
- ▶ Install suitable fire extinguishers. You should put one in the kitchen.
- ▶ Make sure that all open fires are correctly guarded – even if they appear to be out – especially at night.
- ▶ Have your chimneys swept and flues regularly checked, at least once a year (if you use open fires).
- ▶ Put out candles before you leave the room, make sure they have secure holders and are not near any flammable material or surface such as curtains.

Don't

- ▶ Smoke in bed.
- ▶ Move or fill oil heaters when they are alight.
- ▶ Let children play with matches or fire.
- ▶ Leave a pan of fat unattended on the cooker.
- ▶ Leave children unattended in an active kitchen.
- ▶ Overload electrical sockets.

In the event of a fire, plan an escape route for your family, keeping all window and door keys in easy access. Do not attempt to gather contents.

If you would like more information about fire, its effects and prevention go to <http://firekills.direct.gov.uk>.

Water Damage

It is important that you insulate all pipes in your home especially the pipes in the loft as these are vulnerable to the cold air especially in winter months.

If you are going on holiday or the home is going to be unoccupied between the period of 1st October to 31st March it is important that you maintain a temperature

of a minimum of 15°C throughout the home, because the pipes in your loft are particularly vulnerable. We recommend that you keep your loft hatch open to allow the warm air to reach the pipes and reduce the possibility of the pipes and tank freezing. If you want to leave your heating off then you will need to drain your whole central heating system and switch off the water supply at the mains.

If, despite your precautions, your pipes freeze, turn the main supply off by the stopcock and thaw them out slowly using hot-water bottles or hairdryers. Never use a blowlamp or warm-air paint stripper guns. Turn the tap on where you believe the frozen pipe is to allow the melted water to drain from the system.

If the pipe has burst you should turn off your water immediately, avoid using any electricity in the area of damage and remove any contents away from the leak to prevent further damage.

Theft

It is important that you take all reasonable measures to avoid loss or damage from the home by improving security. By making access to the home difficult, thieves will be put off.

If you have suffered a previous theft loss or you live in an area that may have a high risk of theft, it may be necessary for you, as part of the policy conditions under this insurance to fit either security devices or an approved intruder alarm or both.

We may insist that you keep high risk items in a safe.

If you do suffer from a theft in this period of insurance we may look for a security upgrade to offer a renewal to you. Please ensure this is done prior to the renewal invite to stop any confusion at renewal.

Security

- ▶ Make sure you have good-quality locks (approved to British Standard) fitted to all of your outside doors and all accessible windows at the home.
- ▶ Use the door and window protections when you leave the home unattended day or night, even if it is just for a quick trip and remove the keys from the locks (including the garage), do not leave them under a flowerpot, garden ornament or car wheel, on show through the letter box or anywhere else they can be found easily.
- ▶ Leave a light on, on a timer, in a room other than the hall when you are out in the evening or overnight.
- ▶ Do not leave large amounts of money in the home.
- ▶ Do not leave high risk items in unattended vehicles.
- ▶ Photograph your high risk items and keep copies of valuations and receipts. These are extremely helpful in case they are lost or stolen, not only to us but also to the police.
- ▶ Mark your high risk items with your postcode and house number with special security markers.
- ▶ Do not let strangers into the home without proof of identity. Consider fitting a door safety chain or a spy hole.

When you go away on holiday

- ▶ Tell a trusted neighbour or your local Neighbourhood Watch about your holiday.
- ▶ Stop newspaper and milk deliveries.
- ▶ Do not advertise your absence; leave a light on, on a timer, in a room other than the hall when you are out in the evening or overnight.
- ▶ Place any small high risk items which are not being carried or worn with a bank or other suitable deposit.
- ▶ Make certain that all doors and windows are closed and locked. If you have an alarm, make sure this is switched on.
- ▶ Leave your key with a trusted neighbour and ask them to look in and inspect the home occasionally.

If you doubt the effectiveness of your existing door or window locks or bolts, please see the Security Recommendations section.

For further advice talk to your crime prevention officer at your local police station, a member of the British Locksmiths Association or visit: www.homeoffice.gov.uk.

Security Recommendations

We recommend that;

Doors

- ▶ On all doors into the buildings, you should fit a five-lever mortise deadlock to British Standard 3621.
- ▶ If you have UPVC doors, they should be secured by a minimum of a 3 point locking system.
- ▶ If you have French windows or double sliding patio doors, you should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.
- ▶ If you have aluminium-framed sliding or patio doors, you should, where possible, fit detachable key-operated runner locks.
- ▶ Key-operated security bolts fitted to the top and bottom of all doors into the home will give you greater security.

Windows

All opening sections of basement, ground floor or easily accessible windows (without using ladders) should be fitted with key-operated locks.

Intruder alarm

If you plan to get a quote for an intruder alarm, you should check that the installer is a registered member of the National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB). We recommend that your alarm is under an annual contract.

Maintenance

You must take all reasonable care to prevent bodily injury, loss, damage or accidents to your property, and maintain the home and your belongings in a good state of repair.

We recommend that you;

- ▶ Have your gutters cleaned at least once a year.
- ▶ Check any flat or felted roof for wear and tear.
- ▶ Have a gas check once a year. A Gas Safe registered engineer should check that your boiler, radiators and gas appliances are safe and working properly.
- ▶ Maintain existing trees near the buildings to their recommended height and canopy.
- ▶ Avoid planting new trees or bushes near to the buildings as the roots could damage the foundations.
- ▶ Check your roof for missing or loose tiles.
- ▶ You need to check your loft regularly for squirrel and wasp nests or evidence of other vermin.
- ▶ Paint or varnish any exposed woodwork to avoid ingress of water and rot.

It is also recommended where necessary that you hire a qualified contractor and not conduct the investigation yourself.

The contract of insurance

This policy, the **schedule** and any endorsements set out what is and what is not covered, together with the **maximum claims limits** and any special terms that may apply. They form the contract of insurance between **you** and **us** and should be read together. Please read them carefully to make sure they provide the cover **you** need. **You** should keep them in a safe place. **You** may need them if **you** have to make a claim. This policy is based on the information **you** gave when **you** applied for the insurance and **your** agreement to pay for it. **You** must tell **us** about any changes in this information as soon as possible, please refer to General Conditions on page 50 for examples of changes **we** would expect to be notified of.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

The Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Definitions

The following words or phrases have the same meaning whenever they appear in this policy booklet. These words are in **bold**.

- **Accidental damage:** Single and sudden unexpected event resulting in physical damage.
- **Buildings:** The main structure of the **home**, and the following belonging to **your home** all on the same land and used for domestic purposes:
 - ▶ permanent **fixtures and fittings, outbuildings**, spas & jacuzzis, terraces, sunken swimming pools, decking, hard tennis courts, drives, paths, patios, walls, gates, fences and permanently fixed ornaments in the garden.

Buildings do not include aerials, satellite receivers and masts.

The main structure must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof.

- **Business equipment:** Office furniture, computers, keyboards, monitors, printers, desktop publishing units, computer aided design equipment, fax machines, photocopiers, telecommunications equipment and stationery in the **home** which are used for **your** business, trade or profession (other than equipment belonging to **your** employer).
- **Contents:**

- ▶ Household goods and **personal belongings**;
- ▶ **money & credit cards** up to £750 in total;
- ▶ **high risk items** - dependent on the number of bedrooms the **home** has:

	Total limit for high risk items	Limit any one item, pair or set
One bedroom	£7,000	} £2,500
Two bedrooms	£9,000	
Three bedrooms	£12,000	
Four bedrooms	£15,000	
Five bedrooms	£20,000	

- ▶ free-standing wind turbines up to £1,000;
- ▶ **business equipment** up to £5,000;
- ▶ heating oil and metered water up to £2,500;
- ▶ stair lifts;
- ▶ guests' **personal belongings** up to £1,000;
- ▶ carpets;
- ▶ tenants' **fixtures and fittings**;
- ▶ radio or television aerials, satellite receivers and masts fixed to or in the **home**;
- ▶ **downloaded electronic information** up to £2,500;

which **you** or a member of **your family** own or are legally responsible for.

Contents also include interior decorations that belong to **you** if **you** are the tenant or if **you** are the owner but not responsible for insuring the building.

Contents does not include:

- ▶ any property which is more specifically insured by this or other insurance;
- ▶ any living creature;
- ▶ trees, shrubs and plants;
- ▶ landlord's **fixtures and fittings**;
- ▶ motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

■ **Downloaded electronic information:** Non recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate website, which **you** or a member of **your family** have bought and hold a valid receipt for.

■ **European area:** Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean.

■ **Excess:** The amount **you** must pay towards each claim. In the event of a claim being made under both the Buildings and the Contents sections of the policy, **you** will be liable to pay the excess under both these sections.

■ **Family:** **You, your** domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in the **home**.

■ **Fixtures and fittings:**

- ▶ built-in furniture;
- ▶ built-in appliances;
- ▶ fixed glass and **sanitary ware**;
- ▶ fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters;
- ▶ permanently fixed wind turbines and solar panels.

■ **Heave:** Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

■ **High Risk Items:**

- ▶ video and photographic equipment;
- ▶ articles of gold, silver, precious metals or stones;
- ▶ any rare or unusual articles that are collectable;
- ▶ jewellery, watches or pearls;
- ▶ clocks;
- ▶ pictures, drawings, sculpture or paintings;
- ▶ guns;
- ▶ musical instruments that are designed to be carried.

■ **Home:** The main structure and **outbuildings** used for domestic purposes only, at the address shown on the **schedule**.

■ **Landslip:** Downward movement of sloping ground.

■ **Maximum Claims Limit:** The most **we** will pay for any claim under any section (or its extension) as shown in this policy booklet or **schedule**.

■ **Money & Credit Cards:**

- ▶ Current legal tender, cheques, postal or money orders, traveller's cheques, saving certificates and bonds, Premium Bonds, postage stamps not forming part of a collection, gift tokens or luncheon vouchers;
- ▶ Travel tickets, sports season tickets, phonecards, or mobile phone top-up vouchers (but only for the cost of replacing these for the period from the date **you** lost it to the date the original ticket or voucher runs out), if **you** cannot get a copy;
- ▶ Credit, cheque, debit and charge cards;

which **you** or a member of **your family** own or are legally responsible for and are not used in connection with any business or profession.

■ **Outbuildings:** Sheds, garages, greenhouses, summer houses (but not including caravans, mobile homes or motor homes) which are not part of the main structure of the **home** and not designed to be lived in.

■ **Pair or Set:** Articles which complement one another or are used together.

■ **Period of insurance:** The length of time covered by this policy as shown on the **schedule**.

■ **Personal belongings:** Clothing, sporting and camping equipment and other items normally worn or carried, which **you** or a member of **your family** own or are legally responsible for.

Personal belongings do not include:

- ▶ any property which is more specifically insured by this or other insurance;
- ▶ **high risk items;**
- ▶ **money & credit cards;**
- ▶ motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

■ **Sanitary Ware:** Sinks, wash basins, bidets, shower trays, baths, lavatory pans and cisterns.

■ **Schedule:** The document issued to **you** when cover is taken out outlining the cover provided to **you** under the **period of insurance**. **We** issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change **your** policy cover.

- **Settlement:** Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.
- **Storm:** Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.
- **Subsidence:** Downward movement of the ground beneath the **buildings** other than by **settlement**.
- **Unfurnished:** When the **home** is not sufficiently furnished for normal living purposes for more than 70 days in a row.
- **United Kingdom:** England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **Unoccupied:** Not used or intended to be used to provide overnight accommodation for **you** or anyone who has **your** permission for more than 70 days in a row. Regular visits to the **home**, or occasional overnight stays, will not reinstate this cover unless the **home** has provided overnight accommodation for a minimum of four days in a row.
- **We, us, our:** The insurer named on the policy **schedule** which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.
- **You, your:** The person or people named on the **schedule**.

How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy.

If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy **schedule** to see which section **you** are covered for.
2. If **you** are a victim of theft, damage or vandalism, or something is lost or damaged away from the **home**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.
3. **Several Liability Clause:** The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Phone Sompso Canopius Claims on: 0303 366 9000

Tell them **your** policy number. **You** will find this on **your** policy **schedule**. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open 24 hours a day, 365 days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help **us** to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us**, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** insurance adviser. **We** will answer any questions **you** may have.

Section One: Buildings

The **schedule** will show if this cover applies.

What is covered

Insured events

Loss or damage to the **buildings** occurring during the **period of insurance** caused by the following insured events:

1. Fire and smoke.
2. Earthquake.
3. Explosion.
4. Lightning.
5. Any aircraft or other flying objects, hitting or striking the **buildings**, or anything dropped from them.
6. Riot, civil commotion, strikes and labour or political disturbances.
7. Impact by any vehicle or animal.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.

We will only pay the cost of removing them if they have damaged the **buildings** insured by this section.
9. Falling trees or branches, telegraph poles or lamp posts.

We will only pay the cost of removing them if they have damaged the **buildings** insured by this section.

What is not covered

Excess of £100 for all Insured events shown in this section except Insured events 13, 14, 17, 18, 19 and 25.

▶ Loss or damage not reported to the police within 7 days of the Insured event.

▶ Loss or damage caused by pets.

▶ Loss or damage:
– caused by cutting down or trimming trees or branches;
– to hedges, fences and gates.

What is covered

10. Theft or attempted theft.

What is not covered

- ▶ Loss or damage:
 - caused by **you, your family, your** lodgers, tenants or employees;
 - while the **home** is lent, let, sublet or shared unless someone has used force and violence to get into or out of the **home**;
 - while the **home** is **unfurnished** or **unoccupied**.

11. Malicious acts or vandalism.

- ▶ Loss or damage:
 - caused by **you, your family, your** guests, lodgers, tenants or employees;
 - while the **home** is **unfurnished** or **unoccupied**.

12. Flood.

- ▶ Loss or damage caused by:
 - frost;
 - **subsidence, heave** or **landslip**;
 - underground water;
 - water escaping from any fixed heating system or **sanitary ware**.
- ▶ Loss or damage to hedges, fences and gates.

13. Escape of water or oil.

- ▶ Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- ▶ Oil escaping from any fixed heating installation in the **home**.

We will also pay the costs **you** have to pay to trace where the water or oil is leaking from, including the cost of repairs of walls, floors or ceilings. The most **we** will pay for tracing where the oil or water is leaking from is £10,000.

- ▶ **Excess** of £250.
- ▶ Loss or damage caused by:
 - **subsidence, heave** or **landslip**;
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - water escaping from guttering, rainwater down pipes, roof valleys and gullies;
 - the failure or lack of grout and/or sealant;
 - Damage caused by something **you** or **your family** do deliberately.

What is covered

14. **Subsidence or heave** of the site on which the **buildings** stand, or **landslip**.

What is not covered (continued)

- ▶ Loss or damage:
 - to fixed domestic oil tanks, swimming pools, hot tubs, jacuzzis and spas;
 - to the installation itself;
 - if the installation is outdoors or in an **outbuilding**, unless the installation is connected to a domestic heating boiler protected by a ‘frost-stat device’.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- ▶ **Excess** of £1,000.
- ▶ Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal **settlement**, shrinkage or expansion;
- ▶ Loss or damage to:
 - domestic oil systems, swimming pools, tanks, drains, pipes and cables, hot tubs, jacuzzis, spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates unless the main structure used as the private living accommodation is damaged at the same time and by the same specific source and cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the main structure are damaged at the same time and by the same specific source and cause;
 - the **buildings**, if compensation is provided by law, contract or legislation.

What is covered

15. Storm.

What is not covered

- ▶ Loss or damage caused by:
 - frost;
 - **subsidence, heave or landslip**;
 - underground water.
- ▶ Loss or damage to fences and gates.

Extra benefits included with buildings

What is covered

16. Accidental breakage of:

- ▶ fixed glass forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- ▶ fixed **sanitary ware** and their fittings;
- ▶ ceramic glass in cooker hobs of built-in units;
- ▶ solar panels.

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

17. Loss of rent or costs for alternative accommodation.

- a. While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:
- ▶ rent **you** would have received from an existing tenant if the **home** could have been lived in;
 - ▶ the extra cost of similar alternative accommodation for **you, your family** and **your** pets;
 - ▶ ground rent that **you** have to pay.

The most **we** will pay is 20% of the **maximum claims limit** under the Buildings section.

What is covered

b. If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:

- ▶ an emergency evacuation;
- ▶ a neighbouring property being damaged by any loss or damage insured by this section;

we will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets.

The most **we** will pay is 20% of the **maximum claims limit** under the Buildings section.

What is not covered

18. Selling **your home**.

If **you** sell the **home**, from the date **you** exchange contracts **we** will give the buyer the benefit of cover by this section until the sale is completed, unless the buyer has arranged their own insurance. During this period, the buyer must keep to the terms and conditions of this policy.

- ▶ Unless the buyer has arranged their own insurance.

19. Building fees and the cost of removing debris.

After a claim, which is covered by an insured event under this section, **we** will pay the following:

- ▶ the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**;
- ▶ the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged in order to make the site safe;
- ▶ the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

The most **we** will pay is 15% of the **maximum claims limit** under the Buildings section.

- ▶ Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;
 - for making the site stable.

What is covered

20. **Accidental damage** to underground cables, pipes and tanks.

Accidental damage for which **you** are legally responsible to underground cables, pipes and tanks serving the **home**.

21. Metered water or oil.

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is £2,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under Section 1 Buildings or Section 2 Contents, not both. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

What is not covered

- ▶ Loss or damage:
 - while the **home** is **unfurnished** or **unoccupied**;
 - caused by **subsidence** or **heave** of the land, or **landslip**;
 - caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material;
 - to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains.
- ▶ Natural failure, wear and tear of drains.
- ▶ The cost of:
 - clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks;
 - repairing the source of the damage unless the cause is covered elsewhere in this policy.

- ▶ **Excess** of £250.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

What is covered

22. Emergency access.

Loss or damage to the **buildings** and garden and the reasonable costs of any re-landscaping of gardens which form part of the **home**, caused by the emergency services if they cause damage while getting into the **home**:

- ▶ to rescue **you**, a member of **your family**, a guest, a lodger, a tenant or an employee;
- ▶ to deal with a medical emergency; or
- ▶ to prevent damage to the **home**.

23. Replacing locks and keys.

We will pay the cost of replacing keys and fitting locks to the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is £1,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under Section 1 Buildings or Section 2 Contents, not both. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

24. Protection against squatters.

If squatters live in the **home**, **we** will pay towards **your** legal costs for removing them. **You** must get **our** agreement in writing before **you** start proceedings to receive this benefit.

The most **we** will pay in any one **period of insurance** is £10,000.

What is not covered

- ▶ Legal costs for removing the squatters while the **home** or any part of it is:
 - lent, let or sublet to or occupied by someone who is not a member of **your family**; or
 - **unoccupied** or **unfurnished**.
 - costs **we** have not agreed to in writing.

Guidance note

If you own and live in the home insured by this policy, accidents which happen in the buildings or on land are, by law, usually the responsibility of the person who lives in the home or on the land, rather than the person who owns the home.

If you are the owner and occupier of the home, this section does not cover your legal responsibility as the occupier of the home or its land. You will need to arrange contents insurance which gives occupiers cover to make sure you are fully protected.

What is covered

25. Liability as the owner of **your** present and previous **home**.

During the **period of insurance we** will insure **your** or **your family's** legal liability to pay compensation as:

- ▶ current owner, but not as occupier, for accidents happening in and around the **home**;
- ▶ previous owner of any **home** which **you** occupied, for accidents happening in and around that **home**, under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We will provide this cover if the accident results in:

- ▶ bodily injury to any person other than **you**, a member of **your family** or an employee;
- ▶ loss or damage to property which **you** or a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

Legal liability arising:

- ▶ from occupying the **home**;
- ▶ from any agreement or contract unless **you** would have been legally liable anyway;
- ▶ from criminal acts;
- ▶ as a result of any member of **your family** or an employee being injured;
- ▶ as a result of an assault, alleged assault or a deliberate or malicious act;
- ▶ where **you** are entitled to recover from another source;
- ▶ from the use or possession of lifts (other than a stair lift);
- ▶ from any business or professional use of the **buildings**;
- ▶ from an incident which happens over seven years after this policy ends or the **home** was sold;
- ▶ from the cost of correcting any fault or alleged fault;
- ▶ from the ownership, custody, control or use of motor vehicles, electrically, mechanically or power- assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

Accidental damage to buildings

The **schedule** will show if this cover applies.

What is covered

26. **Accidental damage** to the **buildings**.

What is not covered

- ▶ **Excess** of £100.
- ▶ Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, renovating or maintaining the **buildings**;
 - faulty workmanship, design or materials;
 - any water gradually seeping into the **home**.
- ▶ Loss or damage that happens while the **home** is being demolished or having repairs or alterations carried out to the **buildings**.
- ▶ Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet, or is shared.
- ▶ Loss or damage shown under the 'What is not covered' of Section One - Buildings.

Settling claims - Section One

As long as the loss or damage is covered, **we** will decide whether to pay the cost or part of the cost of repairing or replacing the part of the **buildings** damaged or destroyed or pay for damaged parts, as long as:

- ▶ the **maximum claims limit** is enough to rebuild the **buildings** in a new condition similar in size, form and style;
- ▶ the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately);
- ▶ the **buildings** were in a good state of repair and properly maintained prior to the loss.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- ▶ the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- ▶ the difference between the market value of the **home** immediately before the damage and its value after the damage; or
- ▶ the cost which **we** would incur if **we** replaced the item through **our** network of suppliers.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend **our** acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given and the inception of the policy **we** may reduce **your** no claims bonus, amend **your** invited premium and **our** acceptance criteria.

Maintaining the buildings limit

After **we** have settled a claim, **we** will automatically reinstate the **maximum claims limit**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage.

Section Two: Contents

The **schedule** will show if this cover applies.

What is covered

Insured events

Loss or damage to the **contents** while in the **home** occurring during the **period of insurance** caused by the following insured events:

1. Fire and smoke.
2. Earthquake.
3. Explosion.
4. Lightning.
5. Any aircraft or other flying objects, hitting or striking the **buildings**, or anything dropped from them.
6. Riot, civil commotion, strikes and labour or political disturbances.
7. Impact by any vehicle or animal.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
9. Falling trees or branches, telegraph poles or lamp posts.

What is not covered

Excess of £100 for all Insured events shown in this section, except insured events 13, 17, 19, 40, 41 and 42.

- ▶ Loss or damage not reported to the police within 7 days of the Insured event.
- ▶ Loss or damage caused by pets.
- ▶ Loss or damage caused by cutting down or trimming trees or branches.

What is covered

10. Theft or attempted theft.

The most **we** will pay for each incident of loss or damage

- ▶ to the **contents** in any **outbuilding** at the **home** is £5,000.
- ▶ of oil from tanks in the garden at the **home** is £2,500.

11. Malicious acts or vandalism.

12. Flood.

13. Escape of water or oil.

- ▶ Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- ▶ Oil escaping from any fixed heating installation in the **home**.

What is not covered

- ▶ Loss or damage:
 - caused by **you, your family, your lodgers, tenants, or employees;**
 - while the **home** is **unfurnished or unoccupied;**
 - while the **home** is lent, let, sublet or shared, unless someone has used force and violence to get into or out of the **home**.
 - to **high risk items or money & credits cards** in any **outbuilding**.

- ▶ Loss or damage:
 - caused by **you, your family, your guests, lodgers, tenants or employees;**
 - while the **home** is **unfurnished or unoccupied;**
 - caused by computer viruses.

- ▶ Loss or damage caused by:
 - frost;
 - underground water;
 - water escaping from any fixed heating system or **sanitary ware**.
- ▶ Loss or damage to **contents** in the garden of the **home**.

- ▶ **Excess** of £250.
- ▶ Loss or damage caused by:
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - water escaping from guttering, rainwater down pipes, roof valleys and gullies:
 - failure or lack of grout and/or sealant;
 - water overflowing from **sanitary ware**. This can be claimed for under accidental damage paragraph 43.
- ▶ Loss or damage to freestanding hot tubs, jacuzzis and spas.
- ▶ Loss or damage while the **home** is **unfurnished or unoccupied**.

What is covered

What is not covered (continued)

- ▶ Locating the cause of the damage and the replacing or fixing of any ceiling, floor, wall, drives, tennis courts, swimming pools or gardens (including fixtures and fittings attached to them) damaged or removed during the investigation.

14. **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

15. **Storm**.

- ▶ Loss or damage:
 - caused by frost;
- ▶ To **contents** in the garden at the **home**.

Extra benefits included with contents

What is covered

16. Accidental breakage of:
- ▶ glass tops and fixed glass in furniture;
 - ▶ ceramic hobs and ceramic tops to cookers;
 - ▶ glass shelves;
 - ▶ mirrors.

17. Temporary accommodation.

- a. While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:
- ▶ the amount of rent which **you** still have to pay, or would have received from an existing tenant;
 - ▶ the extra cost of similar alternative accommodation for **you, your family** and **your** pets, including the cost of temporary storage for the **contents**.

The most **we** will pay is 20% of the **maximum claims limit** under the Contents section.

- b. If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:
- ▶ an emergency evacuation;
 - ▶ a neighbouring property being damaged by any loss or damage insured by this section;

What is not covered

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- ▶ Anything other than the glass.

What is covered

we will pay the extra cost of similar alternative accommodation for **you**, **your family** and **your** pets.

The most **we** will pay is 20% of the **maximum claims limit** under the Contents section.

18. Television sets, video and audio equipment and computers.

Accidental damage to:

- ▶ television sets, mobile phones, digital satellite or analogue receivers, radios, audio or video equipment, mediaplayers and games consoles and computer equipment in the **home** and
- ▶ radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

We will also pay the cost of replacing **downloaded electronic information** **you** had bought and stored on the home entertainment equipment following loss or damage caused by insured events 1 to 15 under this section.

The most **we** will pay for **downloaded electronic information** is £2,500.

19. Metered water or oil.

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is £2,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under Section 1 Buildings or Section 2 Contents, not both. It is not possible to make a

What is not covered

- ▶ Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - restoring or dismantling;
 - faulty workmanship, design or materials;
 - information being accidentally erased or distorted.
- ▶ Loss or damage to:
 - records, compact discs, computer disks, cassettes, tapes or DVD's;
 - **high risk items**.

- ▶ **Excess** of £250.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

What is covered (continued)

claim under **buildings** and **contents** cover for the same incident.

20. Household removal.

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to a new permanent home within the **United Kingdom**.

21. **Contents** temporarily removed from the **home**.

The **contents** are insured while away from the **home**, within the **European area**, against loss or damage caused by:

- ▶ the cover provided by insured events 1 to 9, 11 to 15 of this section;
- ▶ theft or attempted theft from:
 - a bank or safe deposit box;
 - a home or other building where **you** or **your family** are working or temporarily living;
 - any other building if there are visible signs that force and violent means are used to break into, or out of the building.

For **contents** in **outbuildings** the most **we** will pay is £5,000.

What is not covered (continued)

- ▶ Loss or damage
 - caused by cracking, scratching, or breaking of pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - to **contents** in storage, except while in a locked removal vehicle overnight, due to necessary stops.

- ▶ Loss or damage:
 - to **contents**, which are not in a building, caused by **storm**, flood, theft or vandalism;
 - to **contents** belonging to **you** or a member of **your family** while living in a hall of residence or student accommodation;
 - caused by theft or attempted theft, from an unlocked hotel room, bed and breakfast bedrooms or other similar temporary lodging;
 - during removals;
 - from a caravan, mobile home or motor home; or
 - any item removed from the **home** to sell, display or exhibit.

What is covered

22. Contents in the garden.

Loss or damage, covered under paragraphs 1 to 11 and 13 of this section, to **contents** in the garden, but within the boundary of the land belonging to the **home**

The most **we** will pay is £2,500.

23. Wedding and Civil Partnership ceremony insurance.

For 30 days before and 30 days after the wedding day of **you** or **your family**, **we** will increase the **maximum claims limit** for **contents** at the **home** by 10% to cover wedding gifts and extra food and drink.

Cover in a building where the wedding or civil partnership ceremony reception is held.

Being transported between **your home** and the reception.

24. Religious festivals and birthdays or wedding anniversaries.

During December and also for the month of **your** religious festival, **we** will increase the **maximum claims limit** for **contents** at the **home** by 10% to cover gifts and extra food and drink.

For 7 days before and 7 days after **your** birthday or wedding anniversary, **we** will increase the **maximum claims limit** for **contents** at the **home** by 10% to cover gifts and extra food and drink.

What is not covered

- ▶ Loss or damage to:
 - **Money & credit cards, high risk items**;
 - **contents** in or on any motor vehicle, trailer, boat, caravan or mobile home.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

What is covered

25. Replacing locks and keys.

We will pay the cost of replacing keys and replacing and fitting locks on the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is £1,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under Section 1 Buildings or Section 2 Contents, not both. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

What is not covered

26. Freezer contents.

Loss or damage to food or drink in any freezer or refrigerator at the **home** caused by:

- ▶ a change in temperature of the freezer;
- ▶ contamination by the escape of refrigerant or refrigerant fumes.

The most **we** will pay is up to the **contents** sum insured.

- ▶ Loss or damage:
 - caused by **your** deliberate act or neglect;
 - caused by the deliberate act of the supply authority or its employees (including strike action); or
 - if **your** gas or electricity supply is cut off because **you** have not paid a bill.

27. Fatal injury benefit.

If **you** or a member of **your family** suffer a fatal injury:

- ▶ caused by a fire in the **home**; or
- ▶ as a result of an assault in the **home**,

we will pay £10,000 for the person who dies, but only if they die within six months of the fire or assault.

- ▶ Any person under 16 years of age.

What is covered

28. Reinstatement of Documents.

We will pay the cost of preparing new title deeds to the **home**, bonds or securities after loss or damage covered by paragraphs 1 to 15 of this section, while they are in the **home**, or with **your** solicitors or bank.

The most **we** will pay is £2,500.

29. Tenant's cover.

Loss or damage to:

- ▶ **fixtures and fittings**, greenhouses and sheds **you** fit at the **home** and which **you** are responsible for;
- ▶ the structure, decorations, **fixtures and fittings** of the **home** that **you** are responsible for as a tenant under a tenancy agreement;

against loss or damage covered by paragraphs 1 to 15 of this section.

The most **we** will pay is 10% of the **maximum claims limit**.

30. Money & Credit Cards.

(a) Accidental loss of **money** anywhere in the world belonging to **you** or a member of **your family**.

(b) Financial loss following fraudulent use of **credit cards** anywhere in the world belonging to **you** or a member of **your family**.

The most **we** will pay is £750.

What is not covered

- ▶ Any losses which are not reported to the police within 24 hours of discovering the loss.
- ▶ Loss of value or shortages due to mistakes.
- ▶ Loss or damage to **money & credit cards** held for business, profession or trade purposes.
- ▶ Any loss due to **you** breaking the conditions of using the **credit cards**.
- ▶ Any loss arising from unauthorised use by **you** or anyone living with **you**.

31. Carer's Contents:

We will cover **contents** belonging to **your** carer while in the **home** as a result of insured events insured under this section if **they** are not insured under any other policy.

The most **we** will pay for any one incident is £1,000.

- ▶ Loss or damage if any item is insured under any other policy.

What is covered

32. Counselling Fees

If **you** or members of **your family** residing at the **home** suffer emotional stress as a result of an insured event under this section, **we** will pay **you** the cost of any professional counselling.

The most **we** will pay for any one incident is £1,000.

33. Theft by Bogus Officials

We will pay for the theft of **money** up to £500 following unforced entry into the **home** by a person/persons falsely claiming to be an official.

34. Contents at University

You and **your family's contents** are covered for loss or damage while **you** are away at university within the **United Kingdom** for damage as a result of insured events 10 and 13.

However, for theft of **your contents**, the theft must be from:

- ▶ Any bank or safe deposit, or while **you** or any member of **your family** are studying at or living in temporarily; or
- ▶ Any other **building** if there are visible signs that force or violent means were used to get into or out of the **building**.
- ▶ **Money** is covered away from the **home** only if it is stolen from a **building** and there are visible signs that force or violent means were used to get into or out of the **building**.

The most **we** will pay for any one incident is £5,000.

What is not covered

- ▶ Any counselling which has not been approved.
- ▶ Any counselling which has not been recommended by a qualified medical practitioner.

- ▶ Any theft that has not been reported to the police within 24 hours.

- ▶ Loss or damage caused by theft or attempted theft unless there has been forced and violent entry into or exit from the accommodation.
- ▶ Loss or damage:
 - caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging;
 - caused by storm, flood or malicious damage to items not in a **building**;
 - to any item taken out of **your home** to sell, display or exhibit;
 - during removals; or
 - when **your contents** are in a caravan, mobile home or motor home;
 - whilst outside of university term time

Please note - All **contents** must be brought home during the holidays, room door must have its own lock.

What is covered

35. Items covered whilst in a nursing home, residential care home or staying with family or friends.

Your contents are covered for loss or damage as a result of insured events under this section when they are kept in a nursing or residential care home and when staying with family or friends within the **United Kingdom**.

However for theft of **your contents** (excluding **money**), the theft must be from:

- ▶ Any bank or safe deposit; or while **you** or any member of **your family** are taking the items to or from the bank or safe deposit.
- ▶ Any other **building** if there are visible signs that force or violent means were used to get into or out of the **building**.

The most **we** will pay is 20% of **your contents** sum insured shown in the **schedule**.

36. Jury Service

We will pay up to £50 per day for loss of earnings and other expenses if **you** have to attend jury service.

The most **we** will pay for any one claim is £2,000.

37. Guest's Contents:

We will cover **contents** belonging to **your** guests or visitors while in the **home** as a result of Insured events under this section if they are not insured under any other policy.

The most **we** will pay for any one incident is £1,000.

What is not covered

- ▶ Loss or damage - of any **money**;
- ▶ Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom, or other similar temporary lodging;
- ▶ Caused by storm, flood or malicious damage to items not in a building; - to any item taken out of the **home** to sell, display or exhibit; - during removals; or - when **your contents** are in a caravan, mobile home or motor home.

Please note - if **you** are leaving the main residence that **you** insure with Sompo Canopus unoccupied as a result of going into a residential or care home, **you** will need to contact **your** Insurance advisor as terms and conditions will apply.

- ▶ Any amount that **you** can claim back elsewhere.

- ▶ Loss or damage if any item is insured under any other policy.

What is covered (continued)

38. Shopping in transit.

Loss of or damage to food and other items while **you** are bringing them to the **home** from the shop where **you** bought them.

The most **we** will pay for any one incident is £500.

What is not covered

- ▶ Loss or damage caused by theft, attempted theft from an unattended vehicle or where a motor vehicle is stolen unless: -
 - the item is in a locked covered boot or glove compartment;
 - all access points to the vehicle are closed and locked;
 - any extra security systems are activated; or
 - there is evidence that forcible and violent entry took place.

39. Medical Equipment on Loan.

We will cover specialist medical equipment that **you** are responsible for if **you** have been loaned these from a hospital, local authority, the Red Cross or other mobility shops.

Written confirmation from the hospital, local authority, Red Cross or relevant shop will be requested as evidence that **you** are legally responsible for the item(s).

The most **we** will pay for any one incident is £5,000.

- ▶ Any item where a loan agreement cannot be provided.

Guidance note

If you own and live in the home insured by this policy, accidents which happen in the buildings or on land are, by law, usually the responsibility of the person who lives in the home or on the land, rather than the person who owns the home.

If you are the owner and occupier of the home, this section does not cover your legal responsibility as the occupier of the home or its land. You will need to arrange contents insurance which gives occupiers cover to make sure you are fully protected.

What is covered

40. Personal & Occupiers Liability.

(a) Personal liability

Your legal liability to pay compensation for:

- ▶ bodily injury to any person other than **you**, a member of **your family** or an employee; or
- ▶ loss or damage to property which **you**, a member of **your family** or **your** employees do not own or have legal responsibility for.

We will provide this cover for accidents which happen during the **period of insurance** and within the **United Kingdom** or during a temporary visit of no more than 60 days elsewhere in the world.

The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

(b) Occupiers liability

Your legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- ▶ bodily injury to any person other than **you**, a member of **your family** or an employee; or

What is not covered

Liability arising:

- ▶ from any agreement or contract unless **you** would be legally liable anyway;
- ▶ from criminal acts;
- ▶ as a result of any member of **your family** or employee being injured;
- ▶ as a result of an assault, alleged assault or a deliberate or malicious act;
- ▶ from owning any land or buildings including the **home**;
- ▶ where **you** are entitled to recover from another source;
- ▶ from any profession, trade or business;
- ▶ from any infectious disease or condition **you** or a member of **your family** pass on to someone else;
- ▶ from the ownership, custody, control or use of:
 - animals other than domestic pets and horses kept for private hacking only;
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation; or
 - firearms, other than legal guns for sport;
- ▶ from the ownership, custody, control or use of:
 - any power-operated lift;
 - motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road

What is covered (continued)

- ▶ loss or damage to property which **you** or a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered (continued)

use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

41. Accidents to domestic employees.

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **home**.

The accident must occur during the course of their work and during the **period of insurance**.

The most **we** will pay is £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

42. Unpaid damages.

The unpaid amount of any award **you** get from a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award.

We will only provide this cover if:

- ▶ there is not going to be an appeal;
- ▶ the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;

What is covered (continued)

- ▶ **you** would have been entitled to a payment under the Personal liability part of Section Two: Contents if the award had been made against **you** rather than to **you**;
- ▶ the person who owes the award does not live with **you**.

We may take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this policy.

The most **we** will pay is £2,000,000, including legal costs.

What is not covered

Accidental damage to contents

The **schedule** will show if this cover applies.

What is covered

43. **Accidental damage to contents** while they are in the **home**.

What is not covered

- ▶ **Excess** of £100
- ▶ Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - information being erased or damaged on computer equipment;
 - any water gradually seeping into the **home**.
- ▶ Loss or damage to:
 - contact lenses, **money & credit cards**, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing, food and drink;
 - free-standing hot tubs, jacuzzis and spas.
- ▶ Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet or shared.
- ▶ Any amount over £1,000 for loss or damage to china, glass, pottery, porcelain or other brittle substances while the item is being handled or used.
- ▶ Loss or damage shown under Insured events 1 to 15 of Section Two - Contents.
- ▶ Property confiscated or detained by customs or other authorities.

Settling claims - Section Two: Contents

As long as the loss or damage is covered, **we** will decide whether to pay the cost of repairing an item or replacing it with a new item in the same form and style if it is lost or damaged beyond repair. Or if **we** choose to, **we** will pay **you** the cost which **we** would incur if **we** replaced the item through **our** network of suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full (obsolete technology betamax VCR's or even a wedding dress that has been used) or in part (cooker glass panel) due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

We will take off an amount for wear and tear for clothing.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing **downloaded electronic information** up to £2,500, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend **our** acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given and the inception of the policy **we** may reduce **your** no claims bonus, amend **your** invited premium and **our** acceptance criteria.

Maximum Claims Limit

The most **we** will pay under Section Two: Contents:

- is the **maximum claims limit** or any other limit shown in the **schedule** or in the policy booklet;
- for **high risks items** is:

	Total limit for high risks items	Limit any one item, pair or set
One bedroom	£7,000	} £2,500
Two bedrooms	£9,000	
Three bedrooms	£12,000	
Four bedrooms	£15,000	
Five bedrooms	£20,000	

Maintaining the contents limit

After **we** have settled a claim, **we** will automatically reinstate the **maximum claims limit** for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage.

Section Three:

All Risks

The **schedule** will show if this cover applies.

What is covered

Theft, accidental loss or **accidental damage** occurring during the **period of insurance** to **high risk items** and **personal belongings** which **you** or **your family** own or are legally responsible for:

- ▶ specified items listed on the **schedule** up to the amount shown on the **schedule**;
- ▶ unspecified **high risk items** and unspecified **personal belongings** up to the amount shown on the **schedule**;
- ▶ pedal cycles;

while anywhere in the **United Kingdom** or worldwide for up to 60 days in one **period of insurance**.

What is not covered

- ▶ **Excess** of £100.
- ▶ Loss or damage caused by the following:
 - theft, attempted theft, or vandalism while the **home** is left **unoccupied** or **unfurnished**;
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - deterioration, cleaning, restoration, renovation or while being worked on;
 - faulty workmanship, design or materials;
 - scratching, denting or chipping;
 - theft or attempted theft from an unlocked hotel room, bed and breakfast bedroom or other similar temporary accommodation.
- ▶ Loss from an unattended road vehicle:
 - unless the items are concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked;
 - for any amount over £750.
- ▶ Loss or damage to:
 - sports equipment which is in the course of play or use;
 - reeds, strings or drum skins or musical instruments;
 - crowns, caps or fillings in teeth;
 - portable televisions, car audio or car audio-visual equipment and car phones;

What is not covered (continued)

- **contents** belonging to **you** or a member of **your family** while living in a hall of residence or student accommodation.
- ▶ Loss or damage:
 - caused by theft of pedal cycles unless the cycle frame is attached to a permanent structure by a security device, or kept in a locked building;
 - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
 - to the pedal cycle while it is being used for racing, pace-making or trials;
 - to the pedal cycle while it is let out on hire or is used other than for private purposes;
 - any amount over £1,500 for any one cycle.
- ▶ Something **you** or **your family** do deliberately.
- ▶ Electrical or mechanical breakdown.
- ▶ Property being confiscated or detained by customs or other authorities.
- ▶ Damage excluded anywhere else in the policy.

Settling claims - Section Three

As long as the loss or damage is covered, **we** will decide whether to pay the cost of repairing an item or replacing it with a new item in the same form and style if it is lost or damaged beyond repair. Or if **we** choose to, **we** will pay **you** the cost which **we** would incur if **we** replaced the item through **our** network of suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full or in part due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

We will take off an amount for wear and tear for clothing.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

The most **we** will pay for;

- ▶ specified items is the sum insured shown on the **schedule**;
- ▶ any one item, **pair or set** of unspecified **high risk item(s)** or unspecified **personal belongings** is £2,500;
- ▶ **downloaded electronic information** is £2,500;
- ▶ pedal cycles is £1,500 for any one cycle;

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend **our** acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given and the inception of the policy **we** may reduce **your** no claims bonus, amend **your** invited premium and **our** acceptance criteria.

Any claim made under Section Three: All Risks will affect **your** contents' no claims bonus.

Maintaining the Sums Insured

After **we** have settled a claim, **we** will maintain the sums insured, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for this.) This does not apply to specified items listed on the **schedule** or pedal cycles.

Proof of value and ownership

In the event of a claim for specified items, **you** will need to provide a professional valuation (within the last 5 years), receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced, if **you** cannot provide such proof.

General exclusions

The following exclusions apply to the whole of your insurance.

This policy does not cover:

- ▶ direct or indirect loss or damage to any property;
- ▶ any legal liability;
- ▶ costs and expenses; or
- ▶ death or injury to any person;

caused by, contributed to or arising from, the following:

1 Radioactive contamination:

- ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

2 War

War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.

3 Loss of value

Loss of market value after repair or replacement is paid for under this policy.

4 Sonic bangs

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

5 Pollution or contamination

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

6 Computer viruses and computers failing to recognise the date

Computer viruses or electronic data being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

7 Wear and tear

Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, vermin, insects, moth, parasites, any cause that happens gradually, or mechanical or electrical breakdown.

8 Indirect loss

Any losses that are not directly associated with the incident that caused **you** to claim.

9 Deliberate acts

Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family**, guests or tenants.

10 Terrorism

Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

11 Business use

Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.

12 Heating, drying, dyeing or washing

Loss or damage caused by heating, drying, dyeing or washing an item.

13 Confiscating items

Any loss or damage caused by:

- customs, police or other officials;
- an order of any court of law;
- any statutory or regulatory authority;

confiscating an item.

14 Deception

Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.

15 Other insurance

Loss, damage or legal liability if there is any other insurance in place which provides cover for the same event.

16 Misuse

Loss or damage caused by using the item or product in a way which is different to the manufacturer's instructions.

17 Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover by this policy commences.

18 Unpaid Bills

An amount due, that has occurred through general use for;

- Mobile phone call costs;
- Utility Bill Costs.

19 Maintaining the home

We will not pay any claim that has occurred due to lack of maintenance at the **home**.

20 Contract Works

We will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed to it.

We will not pay for any loss, damage or liability arising from the activities of contractors and/or sub-contractors.

21 Sanctions

Any cover, claim payment or benefit which would breach any sanction, prohibition or restriction imposed by law or regulation.

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must take all reasonable care to prevent bodily injury, loss, damage or accidents to **your** property, and maintain the **home** and **your** belongings in a good state of repair. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2 Telling us about a change

You must tell **us** immediately about any change in the information given to **us** which is relevant to this policy. If **you** do not, **your** policy may not be valid or may not cover **you** fully. **Examples include but are not limited to:** Change of address, if you extend **your home**, or acquire an expensive item of jewellery.

We have the right to alter the premium, change any terms and conditions or cancel this policy when **you** tell **us** about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **home**.

You must take all reasonable steps to recover any lost or stolen **contents** and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this policy, **we** may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this policy.

5 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree too. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

6 Fraudulent claims

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

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused;

we:

- will not pay the claim and all cover under this policy will end;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover the amount of any claim **we** have already paid under the policy since the last renewal date from **you**;
- will not return any premiums **you** have paid;
- may tell the police about the situation;
- will inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

7 Cancellation

Cooling off period

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

You may cancel this insurance after the withdrawal period by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim).

We can cancel the insurance by giving **you** 7 days' notice in writing to **your** last known address. Any return premium due to **you** will depend on how long this insurance has been in force.

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

- non payment of premium. - In this case **your** Insurance advisor will contact you in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your** policy will be cancelled if payment is not received by the end of the cancellation notice period.
- non-cooperation or failure to supply any information or documentation when requested;
- **we** establish that **you** have provided **us** with incorrect information;
- the use of threatening or abusive behaviour or language;
- failure to take reasonable care of the property insured.

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

8 Other insurance

If, at the time of any loss, damage or liability covered under this policy, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9 Keeping to the conditions of the policy

Cover under this policy only applies if **you** or anyone entitled to benefit under this policy has kept to all terms, conditions and endorsements that apply.

Complaint Procedure

OUR SERVICE COMMITMENT TO YOU

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

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact;

**Divisional Underwriter - UK Property
Canopus Managing Agents Limited,
Gallery 9,
One Lime Street,
London EC3M 7HA**

Tel: 020 7337 3700

Fax: 020 7337 3999

Email: contact@sompocanopus.com

Should **you** remain dissatisfied with the response that **you** receive from **us**, **you** may if **you** wish, refer **your** complaint to Lloyd's. Lloyd's will investigate the matter and provide a final response. Lloyd's contact details are as follows:

**Complaints
Lloyd's
One Lime Street
London EC3M 7HA**

**Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints**

Ultimately, should **you** remain dissatisfied with Lloyd's final response, **you** may, if eligible, refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

**Financial Ombudsman Service
Exchange Tower
London
E14 9SR**

**Email: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)300 123 9 123
Website: www.financial-ombudsman.org.uk**

Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** are unable to meet **our** obligations under this contract. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

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Underwritten by Lloyd's Syndicate 4444 managed by Canopus Managing Agents Limited.

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