

A Guide to your Policy

Please note

Pages 7 to 15 of this booklet only apply if *you* have chosen to insure your Buildings.

Pages 16 to 24 of this booklet only apply if *you* have chosen to insure your Contents.

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The Contract of Insurance

Your *Norwich Union Holiday Home* Insurance policy document is made up of this booklet, the *Schedule* and any *endorsements* shown on your *Schedule*.

Your *Norwich Union Holiday Home* Insurance policy is a contract between *us, Norwich Union* and *you, the Policyholder*. It is formed by your statement of fact and this Policy document.

We will insure *you* against loss, damage or legal liability which may happen during any *period of insurance* which *you* are covered for. This is based on the information *you* gave *us* and the declaration *you* made in the statement of fact. It also depends on the terms of the policy.

The policy document describes the property insured and sets out all the circumstances when *you* can make a claim. It tells *you* how we settle claims and the maximum amounts we will pay.

Insurance policies do not cover *you* against every loss. For example, *you* cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also gives *you* the "exclusions" – the things *you* are not covered for.

There are also certain conditions which *you* must meet. For example, *you* and members of your *household* must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

On behalf of *Norwich Union*



P Snowball

Chief Executive, Norwich Union Insurance

IMPORTANT

You must tell us about any changes which affect your Policy and which have occurred either since the Policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask your Insurance Advisor, Holiday Cottages Insurance. If you don't tell us about relevant changes, your policy may not be valid or the policy may not cover you fully.

You should keep a written record (including copies of letters) of any information you give us, or your Insurance Advisor when you renew this policy.



Underwritten by
CGU Insurance plc (trading as Norwich Union)
Registered in Scotland No. 2116
Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH
Authorised and regulated by the Financial Services Authority.

Definitions

Each time we use one of the words or phrases listed below, it will have the same meaning wherever it appears in *italics* in your policy.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Amount Insured

The *amount* insured is shown on the *schedule*. Together with any necessary adjustments for *index-linking*, it is the maximum amount we will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if we pay any claim.

The *amount insured* under Part A must be enough to rebuild your *buildings* as new, including any professional fees, site clearance costs and costs which you must pay by law.

The *amount insured* under Part B of your policy must be enough to replace the insured items as new.

Buildings/Home

Your *house* and the fixtures and fittings, outbuildings, garages and greenhouses which are all designed and used as *Holiday Homes*. Your *buildings* also include swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the insured address shown on *the schedule*.

Unless described differently by *endorsement*, the *house* must be built of brick, stone or concrete, and roofed with slate, tile, asphalt or concrete.

Contents

All household goods including *high risk* items belonging to *your household* or which *your household* is legally responsible for.

This does not include the following.

1. *Motor Vehicles*, caravans, trailers, boats, canoes, hovercraft, aircraft, gliders and any accessory which is designed to be used with any of these.
2. Living creatures.
3. Trees, bushes or plants of any kind (but not houseplants which you usually keep in *your house*).
4. Interior decorations.

5. Any domestic appliances which is part of fitted units.
6. Property owned or used totally or partly for business purposes or connected with any employment (other than as a *holiday home*)
7. Property more specifically insured by this or any other policy.

Endorsement

A change to the terms of the policy.

If you have any *endorsements*, there will be reference numbers for them on your latest *schedule*.

Excess – Paying part of a claim

Excess is an amount taken off your claim payment. This can be any of the following.

1. Policy *Excess*

Under the terms of your policy, you pay the first part of certain claims. The amount of the *excess* will be shown in your latest *schedule*.

2. Subsidence *Excess*

Under the terms of Part A Section 1 of your policy, you pay the first part of each and every claim if it results from subsidence, heave or landslip. The amount of the *excess* will be shown on your latest *schedule*.

Exclusions

Something your policy does not cover you for.

High risk items

Televisions.
Audio and video equipment.
Works of Art.
Camping equipment.
Toys.
Pedal cycles.

Definitions – continued

Index-linked

The *amounts insured* will be *index-linked*. This means that the *amounts insured* are linked to the following indices. We will automatically adjust the *amounts insured* each month in line with increases in these indices. However if the indices fall we will not reduce the *amounts insured* in line with the fall.

Part A – Buildings

The *amounts insured* for *buildings* are linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. These adjustments will continue after insured loss or damage as happened as long as:

1. at the time of loss or damage, the *buildings* were insured for an amount which would be enough to rebuild or replace them; and
2. *you* take all reasonable steps to make sure that the *buildings* are rebuilt or repaired as soon as possible.

Part B – Contents

The *amounts insured* for *contents* are linked to the Retail Price Index.

Note: specific limits included in the policy booklet will not be *index-linked*.

Motor Vehicles

Any electrical or mechanical, power-driven or power assisted vehicle (including toys or models). However, this does not include electrical or mechanical, power-driven or power assisted toys, models or golf trolleys which are controlled by someone on foot, or any motorised garden equipment.

Period of Insurance

Any length of time which we have accepted your premium for, as shown on your latest *schedule*.

The Schedule

The *schedule* is part of this policy. Whenever there is a change in the terms of your insurance contract, *you* will be given a fresh *schedule*. The *schedule* gives details of the *policyholder*, *period of insurance*, the property insured, the *amounts insured*, any *endorsements*, the insured address and the amount of any excesses which *you* will have to pay.

Unfurnished

This is when the *house* is not furnished well enough for anyone to live in. It must be in this condition for more than 60 consecutive days,

United Kingdom

Great Britain (England, Scotland, Wales, the Isle of Man, the Channel Islands) and Northern Ireland.

Unoccupied

This is when the *holiday home* is not lived in by *you* or any member of *your household* or hirer for more than 60 consecutive days.

We/Us/Norwich Union/Norwich Union Insurance

CGU Insurance plc

You – the policyholder

The person or people shown on the *schedule* under "The *Policyholder*".

Your Household

You, members of your family living permanently with *you* and your domestic employees.

Part A – Buildings

Important

Part A of your policy only applies if you have chosen to insure your *buildings* and the word *buildings* appears on your latest *schedule*.

You are covered by the insurance provided under Part A during the *period of insurance*. However, this depends on the limits and Special *Exclusions* (shown on Part A), General *Exclusions* (see pages 25, 26 and 27) and General Conditions (see page 28).

Claims Settlement

We can choose to

1. pay the cost of work carried out to rebuild, replace or repair your *buildings*:
or
2. arrange for your *buildings* to be rebuilt, replaced or repaired
3. pay you cash based on our estimate of the cost to rebuild, replace or repair your *buildings*; or if you choose not to rebuild or repair your *buildings* we can choose to
4. pay the difference between the market value of the *buildings* immediately before the loss or damage happened and the market value of the *buildings* immediately after the loss or damage happened. However, this must not be more than the cost to rebuild or repair the *buildings*.

for any loss or damage as a result of any of the circumstances listed on pages 8, 9, and 10.

If at time of loss or damage, the *amount insured* for your *buildings* is less than the cost of rebuilding them as new, we will only pay the following fraction of any claim that we accept

$$\frac{\text{Amount Insured}}{\text{Rebuilding Cost}}$$

For example, if the *amount insured* is only three-quarters of the total rebuilding cost, we will only pay three quarters of the claim.

We will not pay any extra cost for extending or improving your *buildings* once they are rebuilt as new.

We will pay the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

Part A – Buildings

Section 1

Insurance for Buildings

Under this section, your *buildings* are insured against loss or damage caused by the following.

	Special Exclusions
	(See also <i>General Exclusions</i> on pages 25, 26 and 27 and Important Notice Page 15)
1 Fire	The combined amount of any excesses which apply.
2 Explosion	The combined amount of any excesses which apply.
3 Smoke	(a) The combined amount of any excesses which apply. (b) Loss or damage caused by agricultural or industrial work.
4 Lightning and thunderbolt	The combined amount of any excesses which apply.
5 Earthquake	The combined amount of any excesses which apply.
6 Theft or attempted theft	The combined amount of any excesses which apply.
7 Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people	The combined amount of any excesses which apply.
8 Water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank	(a) The combined amount of any excesses which apply. (b) Loss or damage caused by subsidence, heave or landslip (see page 9)
9 Oil leaking from any fixed heating installation, pipes or equipment	The combined amount of any excesses which apply.
10 Storm or flood	(a) The combined amount of any excesses which apply. (b) Loss or Damage <ul style="list-style-type: none">● to gates, hedges or fences● caused by frost – (see page 9)● caused by subsidence, heave or landslip – (see 12)

Part A – Buildings

Section 1 *continued*

- | | |
|--|---|
| 11 Falling trees | The combined amount of any excesses which apply. |
| 12 Subsidence or heave of the site which your <i>buildings</i> stand on, or landslip | <p>(a) The combined amount of any excesses which apply.</p> <p>(b) Loss or damage caused by:</p> <ul style="list-style-type: none">● coastal or river erosion● inadequate foundations● demolition, construction, or the structure of the <i>building</i> being altered or repaired. <p>(c) Loss of or damage to swimming pools, hard tennis courts terraces, patios, driveways, footpaths, walls, gates, hedges and fences unless the <i>house</i> is damaged at the same time and by the same cause.</p> <p>(d) Damage to, or resulting from the movement of solid floor slabs, unless the foundations beneath the outside walls of the <i>house</i> are damaged at the same time and by the same cause.</p> <p>(e) Loss or damage caused by bedding down of new structures or settlement of newly made-up ground.</p> |
| 13 Impact with your <i>buildings</i> by any vehicle, train or animal | <p>(a) The combined amount of any excesses which apply.</p> <p>(b) Loss or damage caused by insects, birds or domestic pets.</p> |
| 14 Aircraft and other airborne devices or articles dropped from them | The combined amount of any excesses which apply. |
| 15 Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts | <p>(a) The combined amount of any excesses which apply.</p> <p>(b) Loss of or damage to aerials, fittings and masts (see Page 18)</p> |
| 16 Frost | <p>(a) The combined amount of any excesses which apply.</p> <p>(b) Loss of or damage to swimming pools, hard tennis courts terraces, patios, driveways, footpaths, garden walls and hedges.</p> |

Part A – Buildings

Section 1 – *continued*

17 All other accidental loss or damage which happens as a direct result of a single unexpected event

- (a) The combined amount of any excesses which apply.
- (b) The cost of maintaining your *buildings* and redecorating your home under normal circumstances or repairing or replacing electrical or mechanical equipment if it has broken down or has been misused.
- (c) Loss or damage by atmospheric or weather conditions, wet or dry rot, vermin, insects or fungus.
- (d) Loss or damage specifically not covered in part A of this policy.

18 **Trace and Access**

We will pay reasonable cost and expenses incurred with Our consent

- (1) in locating the actual source of Damage and
- (2) for repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is £50,000.

We will not indemnify You for cost or expenses incurred where Damage results solely from a change in water table level

Part A – Buildings

Section 2

Insurance for glass and sanitary fixtures

We will pay the cost of replacing the following if they are accidentally damaged.

- 1 Fixed glass in windows, doors fan lights and skylights.
- 2 Sanitary fixtures such as washbasins, sink, toilets, shower trays and baths.

Special Exclusions

(See also *General Exclusions* on pages 25, 26 and 27).

The combined amount of any excesses which apply.

The most we will pay under this section

This is the *amount insured* as shown on your latest *schedule for buildings*.

Section 3

Insurance for underground services

We will pay the cost of repairing underground service pipes and cables which *you* are legally responsible for and which break accidentally.

Special Exclusions

(See also *General Exclusions* on pages 25, 26 and 27)

- (a) The combined amount of any excesses which apply.
- (b) Any cost for clearing a blockage which has not directly resulted in the service pipe breaking
- (c) Any damage caused to service pipes or cables while clearing or attempting to clear a blockage.

The most we will pay under this section

This is the *amount insured* as shown on your latest *schedule for buildings*.

Section 4

Denial of Access

This insurance is extended to pay up to the amount stated in the Schedule any one occurrence for the nett ascertainable loss of rentals prebooked in advance or the nett ascertained cost of alternative accommodation consequent upon:

- (a) damage to the insured building by any of the perils covered by Section 1 of this insurance.
- (b) Access to the insured building or that part of the building owned and insured by the Insured, being rendered impossible by virtue of any perils covered by Section 1 of this insurance.
- (c) Access to the insured building being restricted or denied following a law, order or decree of the Government or of the Country in which the insured building is situated, which is consequent upon natural disaster or outbreak of contagious disease or other threat to health.
- (d) Oil or chemical pollution within 10km of the insured property.

Part A – Buildings

Section 5

Insurance for Alternative Accommodation and loss of Hiring Charges

If your *Holiday Home* cannot be lived in or the hiring charges value is reduced as a direct result of loss or damage insured under:

- (a) Part A of this Policy
- (b) Disease infestation and defective sanitation
 - (i) murder or suicide or an illness sustained by any person caused by food or drink poisoning
 - (ii) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diptheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow fever, sustained by any person
 - (iii) vermin pests or defective sanitation happening at the *Holiday Home*
 - (iv) cancellation of bookings for accommodation at the *Holiday Home* as a direct result of an outbreak occurring within the United Kingdom of Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diptheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow fever, sustained by any person
- (c) Pollution of beaches or waterways within a ten mile radius of the *Holiday Home* as a direct result of oil or chemicals escaping from a damaged, beached or sunken identifiable vessel or other identifiable source which gives reasonable grounds for guests to cancel bookings already made for accommodation.
- (d) Part A of this policy resulting in loss of hiring charges in consequence of damage at the undemoted situations:-
 - (i) Electricity – Property at any generating station or sub-station of the public electricity supply undertaking from which *you* obtain electricity.
 - (ii) Gas – Property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which *you* obtain gas.
 - (iii) Water – Property at any water works or pumping station of the public water supply undertaking from which *you* obtain water.

We will pay *you* for the following.

1. The cost of reasonable alternative accommodation if this is necessary.
2. Loss of any Hiring Charges
3. Up to two years' ground rent if *you* have to pay this.

No Special Exclusions

(But see General *Exclusions* on pages 25, 26 and 27)

- (a) 48 hours excess applies in respect of item (d) of this section.

The most we will pay under this policy

1. This is 20% of the *amount insured* as shown on your latest *schedule for buildings*.
2. Loss of Hiring Charges Limit £25,000

If the claim relates to a loss of hiring charges value the most we will pay is two thirds of the loss in hiring charges.

Part A – Buildings

Section 6

Insurance for Professional Fees and other costs

Professional fees

We will pay architects' fees, surveyors' fees, and fees necessary to rebuild, replace, or repair your *buildings* after loss or damage insured by this policy.

Clearance costs

We will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping up your *buildings* after loss or damage which is insured by this policy. You must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

Costs which you must pay by law

We will also pay the cost of meeting building and government regulations and local authority bylaws after loss or damage which is insured by this policy.

Special Exclusions

(See also General *Exclusions* on pages 25, 26 and 27)

- (a) Any fees you incur when you prepare a claim.
- (b) Costs of meeting government or local authority regulations if they told you about these regulations before the loss or damage happened.
- (c) Costs for any part of your *buildings* which are not damaged.

The most we will pay under this section

This is the *amount insured* a shown on your latest *schedule for buildings*.

Section 7

Insurance for your liability as the owner of your *Holiday Home*

As you are the owner of your *Holiday Home*, we will insure you for all sums which you become legally liable to pay for accidents happening in and around your *holiday home*.

These accidents must result in:

- 1 bodily injury to or illness of any person
or
- 2 loss of damage to property

Special Exclusions

(See also General *Exclusions* on pages 25, 26 and 27)

1. Loss of or damage to property which belongs to or is in the care of:
 - (a) any other person who permanently lives with you or
 - (b) any person who is employed by you
2. Liability which happens because you own or occupy any land or building which is not one of the following.
 - (a) Your *holiday home*
 - (b) Any private house which you or a member of your family living permanently with you is temporarily living in.
 - (c) Any previous home which you occupied immediately before it was disposed of or sold and which you may be liable for under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.
3. Liability which happens because of your trade (other than that of a *Holiday Home* owner), profession or employment. However, you are covered as owner of the *buildings*.
4. Liability as a result of any agreement or contract unless you were liable before you made the agreement or contract.
5. Liability in respect of
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
Asbestos including any product containing *Asbestos*.

Part A – Buildings

The most we will pay under Section 7

The most we will pay is £3,000,000.

This is for all claims made against *you* or any member or *your household* as a result of any one incident. We will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Section 8

Insurance for court awards *you* cannot recover

We will pay all sums which a *United Kingdom* court has awarded to *your household*, if they have not been paid within 3 months of the date of the award.

We will only make this payment if *you* are insured under Section 7 of Part A of this policy for an award which is made against *your household* rather than in *your household's* favour.

This insurance will not apply

- (a) if the incident which led to court proceedings happened when *you* were not insured or
- (b) if there is going to be an appeal.

The most we will pay under this section

The most we will pay is £1,000,000. This is the total amount we will pay under Section 7 of Part A and Section 5 of Part B of your policy added together. This is for any number of claims as a result of one incident. We will also pay any extra costs and expenses incurred after the date of judgement as long as *your household* has our written permission.

Part A – Buildings

Section 9

Insurance for your liability to your domestic employees

We will insure *you* for all sums which *you* become legally liable to pay following accidental bodily injury to or illness of any person who *you* employ as domestic staff.

In the same way as *you* are insured, *we* will also insure any member of your family who permanently lives with *you* and who employees domestic help.

No Special Exclusions

(But see *General Exclusions* on pages 25, 26 and 27).

The most we will pay under this section

The most *we* will pay is £10,000,000. This is for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Important Notice

When your *holiday home* is *unoccupied*, you are not insured for the following.

Damage caused by water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank.

Unless during the period 1st October to 31st March:

- (a) the water supply has been turned off at the stopcock and the water drained or
- (b) the *holiday home* is maintained at a temperature not less than 55 degrees Fahrenheit (thirteen degrees centigrade).

Part B – Contents

Important

Part B of your policy only applies if you have chosen to insure your possessions and the word “Contents” appears on your latest schedule.

You are covered by the insurance provided under Part B during the *period of insurance*. However, this depends on the limits and Special *Exclusions* (shown in Part B), General *Exclusions* (see pages 25, 26 and 27) and General Conditions (see page 28).

Claims Settlement

If your *contents* are lost or damaged in any of the circumstances explained in the appropriate section of your policy, we can choose to

1. pay the cost of repairs; or
2. arrange for repairs; or
3. pay the cost of an equivalent replacement; or
4. give you an equivalent replacement; or
5. pay you cash based on the cost of repairs; or
6. pay you cash based on the cost of an equivalent replacement, with an amount taken off for wear and tear if you are claiming for any *contents* which you do not intend to replace.

If at the time of loss or damage, the *amount insured* for *contents* is less than the cost of replacing them as new, we will only pay the following fraction of any claim that we accept

$$\frac{\text{Amount Insured}}{\text{Total replacement cost}}$$

For example, if the *amount insured* is only three-quarters of the total replacement cost, we will only pay three quarters of the claim.

We will pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

Part B – Contents

Section 1

Insurance for Contents

We will settle your claim as explained in the Claims Settlement described on page 16 if your *contents* are lost or damaged while they are:

1. in your *holiday home* or within the boundaries of your *holiday home*;
2. temporarily moved to anywhere in the world; or
3. being permanently removed from your *holiday home* by professional contractors to a new home anywhere in the *United Kingdom*.

However, your *contents* are not insured:

- (a) during removals which are not described in 2 or 3 above; or
- (b) while they are in a furniture store, saleroom or exhibition.

Please refer to your *Schedule of Cover* for the Level of Cover that applies to *you*.

Standard Cover includes loss or damage caused by the following numbered 1 to 15 inclusive.

Wider Cover includes loss or damage caused by the following numbered 1 to 16 inclusive.

You are insured if the loss or damage is caused by any of the following.

1. Fire

2. Explosion

3. Smoke

4. Lightning and thunderbolt

5. Earthquake

Special Exclusions

(See also *General Exclusions* on pages 25, 26 and 27 and Important Notice on page 16)

The combined amount of any excesses which apply.

The combined amount of any excesses which apply

(a) The combined amount of any excesses which apply.

(b) Loss or damage caused by agricultural or industrial work.

The combined amount of any excesses which apply.

The combined amount of any excesses which apply.

Part B – Contents

Section 1 *continued*

- | | |
|---|--|
| 6. Theft or attempted theft | (a) The combined amount of any excesses which apply.
(b) Loss or damage from road vehicles for any amount above £500 for any one incident.
(c) Loss or damage caused by deception unless this was only used to gain access to your <i>holiday home</i>
(d) Loss of or damage to any pedal cycle which is left unlocked and unattended away from the <i>holiday home</i> |
| 7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people | The combined amount of any excesses which apply. |
| 8. Water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank. | (a) The combined amount of any excesses which apply.
(b) Loss or damage if your <i>holiday home</i> is <i>unfurnished or unoccupied</i> . (See page 24) |
| 9. Oil leaking from any fixed heating installation, pipes or equipment. | The combined amount of any excesses which apply. |
| 10. Storm or flood | The combined amount of any excesses which apply |
| 11. Falling trees | The combined amount of any excesses which apply. |
| 12. Subsidence, heave or landslip | The combined amount of any excesses which apply. |
| 13. Impact by any vehicle, train or animal | (a) The combined amount of any excesses which apply
(b) Loss or damage caused by insects, birds or domestic pets. |
| 14. Aircraft and other airborne devices or articles dropped from them | The combined amount of any excesses which apply. |
| 15. Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts | The combined amount of any excesses which apply. |

Part B – Contents

Section 1 *continued*

16. All other accidental loss or damage which happens as a direct result of a single unexpected event

(Only applies if *you* have chosen wider cover & *Content* wider cover appears on your latest *schedule*)

- (a) The combined amount of any excesses which apply.
- (b) The cost of replacing or repairing electrical or mechanical equipment that has broken down or has been misused.
- (c) Loss or damage caused by vermin, insects, mildew or any process of cleaning, repair or alteration.
- (d) Loss of or damage or:
 - contact lenses
 - Sub-aqua equipment, parachutes, surfboards and sailboards while they are being used.
- (e) Any loss or damage which is excluded elsewhere in Part B of this policy.

The most we will pay under this section

1. For *contents* – we will pay up to the *amount insured* as shown on your latest *schedule* for *contents*, depending on the limits explained below.
2. For any one pedal cycle – we will pay up to £200 (unless a different amount is specified on your *schedule*).
3. For money we will pay up to £150 relating to money kept in gas, electric or telephone meters.
4. Theft or attempted theft of property temporarily left in the open we will pay up to £750.

Part B – Contents

Section 2

Insurance for locks and keys

We will pay the cost of replacing locks and keys for outside doors of your *holiday home*, domestic safes or alarms, if the keys of these locks have been lost or stolen.

No Special Exclusions

(But see General *Exclusions* on pages 25, 26 and 27).

The most we will pay under this section.

This is £250.

Section 3

Insurance for metered oil or water

We will insure *you* for all sums which *you* become legally liable to pay for loss of metered oil or water resulting directly from accidental damage to oil or water pipes and equipment which provides oil or water to the buildings described in the *schedule*.

It is a condition of this cover that *you* keep a record of meter readings and that *you* immediately report any unusual readings to the Water Authority.

Special Exclusions

(See also General *Exclusions* on pages 25, 26 and 27).

The combined amount of any excesses which apply.

The most we will pay under this section.

This is £1,000 during any one *period of insurance*.

Part B – Contents

Section 4

Insurance for Alternative Accommodation and loss of Hiring Charges

If your *holiday home* cannot be lived in or the hiring charges value is reduced as a direct result of loss or damage insured under:

- (a) Part B of this policy
- (b) Disease infestation and defective sanitation
 - (i) murder or suicide or an illness sustained by any person caused by food or drink poisoning
 - (ii) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diptheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow fever, sustained by any person
 - (iii) vermin pests or defective sanitation happening at the *Holiday Home*
 - (iv) cancellation of bookings for accommodation at the *Holiday Home* as a direct result of an outbreak occurring within the United Kingdom of Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diptheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow fever, sustained by any person
- (c) Pollution of beaches or waterways within a ten mile radius of the *holiday home* as a direct result of oil or chemicals escaping from a damaged, beached or sunken identifiable vessel or other identifiable source which gives reasonable grounds for guests to cancel bookings already made for accommodation.
- (d) Part B of this policy resulting in loss of hiring charges in consequence of damage at the undernoted situations:
 - (i) Electricity – Property at any generating station or sub-station of the public electricity supply undertaking from which *you* obtain electricity.
 - (ii) Gas – Property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which *you* obtain gas.
 - (iii) Water – Property at any water works or pumping station of the public water supply undertaking from which *you* obtain water.

We will pay *you* for the following.

1. The cost of reasonable alternative accommodation if this is necessary.
2. Loss of any Hiring Charges.
3. Up to two years' ground rent if *you* have to pay this.

No Special Exclusions

(But see General Exclusions on see pages 25, 26 and 27)

- (a) 48 hours excess applies in respect of item (d) of this section.

The most we will pay under this policy

1. This is 20% of the *amount insured* as shown on your latest *schedule for contents*.
2. Loss of Hiring Charges Limit £25,000

If the claim relates to a loss of hiring charges value the most we will pay is two thirds of the loss in hiring charges.

Part B – Contents

Section 5

Insurance for personal liability and liability as occupier of your *holiday home*.

A Personal Liability

We will insure *you* for all sums which *you* become personally legally liable to pay for accidents that are not connected with *you* owning or occupying your *holiday home*. These accidents must result in:

1. bodily injury to or illness of any person; or
2. loss of or damage to property.

B Your liability as occupier of your *Holiday Home*

As *you* are the occupier of your *holiday home*, we will insure *you* for all sums which *you* become legally liable to pay for accidents happening in and around your *holiday home*. These accidents must result in:

1. bodily injury to or illness of any person; or
2. loss of or damage to property.

Special Exclusions which apply to A and B above

(See also General Exclusions on pages 25, 26 and 27).

1. Loss of or damage to property which belongs to or is in the care of:
 - (a) any other person who permanently lives with *you* or
 - (b) any person who is employed by *you*
2. Liability which happens because *you* own or occupy any land or building which is not one of the following.
 - (a) *Your holiday home*
 - (b) Any private house which *you* or a member of your family living permanently with *you* is temporarily living in.
 - (c) Any previous home which *you* occupied immediately before it was disposed of or sold and which *you* may be liable for under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

3. Liability which happens because of your trade (other than that of a *holiday home* owner), profession or employment. However, you are covered as owner of the *buildings*.
4. Liability which happens because *you* own, possess or use the following.
 - (a) Animals – however, *you* are insured for domestic dogs, (Except those named in Section 1(1) of the Dangerous Dogs Act 1991 or any amending legislation), domestic cats, and horses used for private hacking or private hunting.
 - (b) Firearms – however, *you* insured for shotguns or airguns which *you* can legally own without possessing a firearms certificate.
 - (c) *Motor Vehicles*.
 - (d) Mechanically propelled aircraft or watercraft. However, *you* are insured for toys or models.
5. Liability if *you* or any member of *your household* passes on any disease or virus.
6. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract
7. Liability in respect of
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
Asbestos including any product containing *Asbestos*.

The most we will pay under this section.

The most we will pay is £3,000,000. This is the total amount we will pay under Sections 7 and 8 of Part A and Section 8 of Part B of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. We will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Part B – Contents

Section 6

Insurance for your liability to your domestic employees

We will insure *you* for all sums which *you* become legally liable to pay following accidental bodily injury to or illness of any person who *you* employ as domestic staff.

In the same way as *you* are insured, we will also insure any member of your family who permanently lives with *you* and who employ domestic staff.

No Special Exclusions

(But see General *Exclusions* on pages 25, 26 and 27.)

The most we will pay under this section.

The most we will pay is £10,000,000. This is for all claims made against *you* or any member of *your household* as a result of any one incident. We will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Section 7

Insurance for court awards *you* cannot recover

We will pay all sums which a *United Kingdom* court has awarded to *your household*, if they have not been paid within three months of the date of the award.

We will only make this payment if *you* are insured under Section 5 of Part B of this policy for an award which is made against *your household* rather than in *your household's* favour.

This insurance will not apply:

- (a) if the incident which led to the court proceedings happened when *you* were not insured; or
- (b) if there is going to be an appeal.

The most we will pay under this section.

The most we will pay is £1,000,000. This is the total amount we will pay under Section 9 of Part A and Section 5 of Part B of your policy added together. This is for any number of claims as a result of one incident.

We will also pay any extra costs and expenses incurred after the date of judgement as along as *your household* has our written permission.

Part B – Contents

Section 8

Accidental Damage to audio, video and computer equipment

Accidental Damage to radios, televisions, video players and recorders, home computers, recording and audio equipment in the *holiday home*.

Special Exclusions

(See also General *Exclusions* on pages 25, 26 and 27.)

1. Electrical or mechanical breakdown
2. Damage by wear, tear, depreciation or any other gradually operating cause
3. Damage caused by the process of cleaning, washing, repairing or restoring
4. Damage caused by failure to use in accordance with the manufacturer's instructions
5. Damage to video cameras, mobile phones, pagers, computer software, recording tapes, discs or records
6. Damage caused by domestic animals
7. The combined amount of any excesses which apply

Section 9

Freezer Contents

Loss or damage to food up to £250 contained in any domestic freezer in *your holiday home* caused by a rise or fall in temperature or contamination by refrigerant fumes.

Special Exclusions

(See also General *Exclusions* on pages 25, 26 and 27.)

1. The combined amount of any excesses which apply.
2. Loss or damage caused by the power supply authority or its employees deliberately cutting off or reducing the supply.

Section 10

Accidental Damage to mirrors and glass

Accidental Damage to mirrors, fixed glass in glass tops of furniture, ceramic hobs and ceramic tops of cookers in the *holiday home*.

Special Exclusions

(See also General *Exclusions* on pages 25, 26 and 27.)

The combined amount of any excesses which apply.

Important Notice

When your *holiday home* is *unoccupied*, you are not insured for the following.

Damage caused by water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank.

Unless during the period 1st October to 31st March:-

- (a) the water supply has been turned off at the stopcock and the water tanks drained;
- or
- (b) the *holiday home* is maintained at a temperature not less than 55 degrees Fahrenheit (thirteen degrees centigrade).

General Exclusions

The following exclusions apply to your policy.

1. War & Terrorism

War

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (ii) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
- (iii) any action taken in controlling preventing suppressing or in any way relating to (i) or (ii) above

Provided (i) (ii) or (iii) shall not apply to Employer's Liability (Part A – Section 9. Part B – Section 6)

And (ii) shall not apply to

Public and/or Products Liability (Part A – Sections 6, 7 and 8. Part B Sections 5 and 7) when insured by this Policy.

Terrorism

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contribution cause or event

- (1) Terrorism
- (2) civil commotion in Northern Ireland and
- (3) any action taken in controlling preventing suppressing or in any way relating to (1) above and/or (2) above

except as state 1 in the **Special Provisions – Terrorism** below

and provided that

- (1) and/or (3) above shall not apply to

Theft
Glass
Frozen Foods

and (2) above shall not apply

Employer's Liability (Part A – Section 9. Part B – Section 6)

Public and/or Products Liability (Part A – Sections 6, 7 and 8. Part B – Sections 5 and 7)

Terrorism is defined as any act or acts including but not limited to

- (a) the use of threat of force and/or violence and/or
- (b) harm or damage to life or to property (or threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured.

Special Provisions – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the policy

When any of the following covers are insured by this policy

Employer's Liability (Part A – Section 9. Part B – Section 6)

Public and/or Products Liability (Part A – Sections 6, 7 & 8. Part B – Sections 5 and 7)

Neither of the exclusions in (1) and (3) above shall apply to

- (i) Employer's Liability but the Limit/Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses
- (ii) Public and/or Products Liability but the Limit/Amount of Indemnity for the purposes of Special Provision (a) Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

General Exclusions

Any provision in this policy which provides for the automatic reinstatement of a Sum Insured or a limit of liability following loss shall not apply to losses to which Special Provision (a) applies.

2. **Sonic booms**

This policy does not insure

Damage caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

3. **Radioactive contamination**

This policy does not insure death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

(a) directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties, of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

- i) dispersing radioactive material and/or ionising radiation
- or
- ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

(1) exception 3 (b) above does not apply to Part A Buildings Section 9 and Part B Contents Section 6 Your liability to Domestic Employees, Part A Section 7 Your Liability as the owner of your holiday home, Part B Section 5 Personal liability and liability as occupier of your home, and Part A Section 8 and Part B Section 7 Court awards you cannot recover, when insured by this policy.

(2) in relation to, Part A Buildings Section 9 and Part B Contents Section 6 Your liability to Domestic Employees exception 3 (a) above only applies when You under a contract or

agreement have undertaken to

- (a) indemnify another party
- (b) assume the liability of another party.

4. **Riot or civil commotion**

This policy does not insure

Loss or damage caused by, or contributed to, or that arises from not or civil commotion outside the *United Kingdom*.

5. **Seizure or confiscation**

This policy does not insure

Loss of or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

6. **Buildings which you lend, let or sub-let**

This policy does not insure

Loss of or damage to any property while your home or any part of it is lent, let or sub-let, except a *holiday home*.

7. **Consequential Loss**

This policy does not insure

Consequential loss of any kind incurred by *your household*, except as a *holiday home* owner.

8. **Other Exclusions**

This policy does not insure

Loss of or damage to any property caused by the following.

- (a) Wear and tear or loss of value over time.
- (b) Faulty workmanship, design or materials.
- (c) Reduced value after it has been repaired or replaced.
- (d) Any gradually operating cause.

9. **Date Recognition General Exception**

There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated

General Exclusions

circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or system, or any similar device.

- (b) media or systems used in connection with the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation the failure or inability to recognise capture save retain or restore and/or correctly to manipulate interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week, or period of time.
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) or (b) above

but this general exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder) arising under any of the following sections, but only to the extent that such claim would otherwise be insured under that section:

Buildings

Underground Services

Alternative accommodation and Loss of Hiring Charges

Professional fees and other costs

Contents

Locks and Keys

Metered water

Alternative accommodation or Loss of Hiring Charges

This general exception does not apply in respect of any of the following sections, if provided by this policy.

Your liability to your Domestic Employees

Definition

For the purpose of this general exception only, 'Defined Contingency' shall mean fire, lightning, explosion, aircraft and other aerial devices or

articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

10. E-Risks

This policy does not insure any claim (other than in respect of bodily injury to or illness of any person as insured under Part A Section 7 and Part B Section 5) arising directly or indirectly from, or in connection with, or consisting of

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of *Loss of Data*, which claim is not otherwise excluded and which results from a *Malicious Contingency* involving physical force and violence or a *Specified Contingency* where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Buildings
- (ii) Contents
- (iii) Alternative Accommodation and Loss of Hiring Charges
- (iv) Underground Services
- (v) Denial of Access
- (vi) Professional fees and other costs
- (vii) Metered Oil and Water
- (viii) Accidental Damage to audio, video and computer equipment
- (ix) Accidental Damage to mirrors and glass

Exception 10 (a) does not apply to Part A Section 7 and Part B Section 5, when insured by this policy.

- (b) any loss, destruction or damage, *Failure* or *Loss of Data* resulting directly or indirectly from, or in connection with: *Virus or Similar Mechanism*, *Denial of Service Attack*, unauthorised access to or use of *Computer and Electronic Equipment*.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than *Computer and Electronic Equipment* and *Data Storage Materials*, which is not otherwise

General Exclusions

excluded and which results from a *Malicious Contingency* involving physical force and violence or a *Specified Contingency* where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Buildings
- (ii) Contents
- (iii) Alternative Accommodation and Loss of Hiring Charges
- (iv) Underground Services
- (v) Denial of Access
- (vi) Professional fees and other costs
- (vii) Metered Oil and Water
- (viii) Accidental Damage to audio, video and computer equipment
- (ix) Accidental Damage to mirrors and glass

Exceptions 10 (a) and (b) do not apply to Part A Section 9 and Part B Section 6, when insured by this policy.

Definitions

For the purpose of this exception the following Definitions apply:

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer or Electronic Equipment.

Data

All information which is

- (1) electronically stored, or

- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data.

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

General Exclusions

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (2) malicious persons other than thieves and Cyber Vandals

Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

General Conditions

The following conditions apply to your policy.

1. Making a claim

- (a) You must tell us as soon as possible after any loss, damage or accident. You must also tell us if you know of any writ, summons or prosecution against you. You must send every letter or document about a claim to us immediately.
- (b) Do not negotiate

You, or any other person insured under this policy, or anyone else acting on your or their behalf, must not negotiate any claim or admit or deny liability without our written permission.
- (c) Tell the police

You must tell the police about all incidents of accidental loss, theft, attempted theft or vandalism, loss, damage or injury caused by malicious people.

2. We can do the following

- (a) Defend or settle any legal action in your name, or in the name of any other person insured by this policy.
- (b) Recover any payment we make under the policy to anyone else at our own expense and for our own benefit and we can do it in your name of any person insured by this policy.
- (c) Ask you and any other person insured by this policy for all the information and help we need.

3. Your 'duty of care'

You and your household must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

4. Salvage

We can enter any building where there has been loss or damage and deal with any salvage in a reasonable manner. However, you cannot just abandon property for us to deal with.

5. Other Insurances

If you make a claim under this policy and you were covered for the same loss, damage, or liability by any other insurance, we will only pay our share of the claim

6. Disagreement over amount of claim

If we have accepted a claim but there is disagreement over the amount to be paid, an arbitrator will be appointed in line with current law. When this happens, the arbitrator must decide on an award before proceedings are started against us.

7. Telling us about a change

You must tell us as soon as possible about any change in the information you give us if it will affect this policy. If you do not, your policy may not be valid or you may not be properly covered. We can change the terms of your policy at any time if we find out about any fact which may affect the cover provided by your policy.

8. Insuring buildings and items properly

Make sure that the amounts you insure for will always give you enough cover.

The amount insured for buildings should be enough to rebuild your holiday home as new including the cost of professional fees, clearance costs and cost you must pay by law.

In all other cases the amount insured should be enough to replace all of the insured items.

9. Dishonest claims

We will not pay any claim made under this policy if you or anyone acting for you knows it is dishonest or exaggerated in any way. If this happens, we will also cancel all cover immediately and are entitled to tell the police of any such claim.

10. Cancellation

You can cancel the policy by writing to us. You may be entitled to a refund of your premium as long as no claim has been made during the current period of insurance.

We can cancel the policy by giving 7 days' notice. We will send a recorded delivery letter about this to the address shown on your latest schedule. If we cancel the policy, you may be entitled to a refund for any period of insurance which you have not used.

We can also cancel the policy immediately if you do not pay the premium.

11. Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1. The law applying in the part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named Policyholder normally lives; or
- 2. In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3. Should neither of the above be applicable, the law of England and Wales will apply.

Complaints Procedure

Our goal is to give excellent service to all of *our* customers but *we* recognise that things do go wrong occasionally. *We* take all complaints *we* receive seriously and aim to resolve all of our customers' problems promptly. To ensure that *we* provide the kind of service *you* expect *we* welcome your feedback. *We* will record and analyse your comments to make sure *we* continually improve the services *we* offer.

What will happen if *you* complain?

- Your complaint will be acknowledged within 2 working days or receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concerns has been made, *we* will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, *we* will contact *you* with an update and give *you* an expected date of response. This will not be beyond 20 working days from when *you* first made your complaint.

If *you* remain unhappy with the decision *you* receive from the local branch *you* may write to the Chief Executive. If *you* are dissatisfied with our final decision, *you* can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if *you* have given us the opportunity to resolve it and *you* are a private *policyholder*, a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If however, *we* do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst *we* are bound by the decision of the FOS, *you* are not. Following the complaints procedure does not affect your right to take legal action.

Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps *you* should take if dissatisfied

Step 1 Seek resolution by your insurance adviser or usual Norwich Union point of contact.

If *you* are disappointed with any aspect of the handling of your insurance *we* would

encourage *you*, in the first instance, to contact the manager concerned. *You* can write or telephone, whichever suits *you*, and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive.

If *you* remain unhappy with the decision *you* receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive, Norwich Union Insurance, Surrey Street, Norwich NR1 3NS.

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service.

If after making a complaint to us *you* are still unhappy and *you* felt the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. (Telephone 08450 801800)

Please note the Ombudsman will only consider your complaint if *you* have already given us the opportunity to resolve it.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). *You* may be entitled to compensation from the scheme if *we* cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. For other classes of insurance, advising and arranging is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

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