

BROKER NETWORK HOME

POLICY WORDING



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Introduction

Thanks for choosing to insure **your home** through Broker Network Home. **Your** insurance will be underwritten by AXA Insurance UK plc. AXA allow Midas Underwriting Limited to sign and issue the policy on their behalf.

The insurer specified on your **schedule** will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment of the premium for the **period of insurance**. **Your** policy ends at midnight on the last day of each **period of insurance**.

You must ensure that **you** answer all questions that **we** or **your insurance advisor** ask **you**, truthfully and accurately. If **you** provide **us** with information which is inaccurate or false then this may mean that **we** cannot pay all or part of a claim that **you** make, or that **your** policy is invalid. If **you** are not sure whether **you** need to tell **us** something, please contact **your insurance advisor** for assistance.

Your insurance policy is made up of several parts which must be read together as they form **your** contract. Please take time to read all parts of this policy to make sure they meet **your** needs, and that **you** understand the cover provided, and the general exclusions and general conditions that apply.

If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please let **your insurance advisor** know.

The parts of the policy are:

- this Policy Booklet;
- the **schedule**, which includes all **endorsements** applied to the policy while the policy is in force
- the Statement of Facts (The Statement of Facts is the record of the information **you** have provided us with).

Please tell **your insurance advisor** at **your** first opportunity if there are any changes to **your** circumstances which could affect **your** insurance. Please refer to General Condition 14 of this policy, where **you** will find a list of changes that **you** must tell **us** about. If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

How to make a claim

1. Check **your schedule** and this policy which give details of what is covered and what is not covered.
2. Follow the General Conditions on page 22 of this policy.
3. Please contact **our** Household Claims Centre on:
Telephone: 0330 123 5748
Fax: 028 9182 6595
at **your** first opportunity to notify **your** claim. Lines are open 24 hours a day, 365 days a year
4. **You** can make temporary repairs to prevent further loss or damage. However, until **you** have discussed **your** claim with **us** **we** are unable to confirm that the loss or damage is covered by **your** policy. **You** should keep a copy of the invoices relating to the temporary repairs as they may form part of **your** claim. It would be helpful if **you** could take photographs of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
5. If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. If **you** receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to **us** (This could include any claim form, summons to appear in court or other legal document). Do not admit **you** are responsible.

If **you** have any questions, please contact **your insurance advisor**.

Definitions

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**. See also the **buildings**, **contents** and **personal possessions** definitions on pages 6, 10 and 18 respectively.

Accidental damage—Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

Aggravated damages—These are damages that are awarded when **your** behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

We, our, us—Midas Underwriting Limited as administrators of **your** policy and the insurer specified in **your schedule**

Dangerous animal—An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

Endorsement—Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess—The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**.

Geographical limits—The geographical limit for policy cover means homes located in England, Wales, Scotland and Channel Island, however the geographical limit is extended to British Isles, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles for the personal possessions / **money** cover sections of the policy.

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

Incident—Any event that might lead to a claim.

Injury—Bodily injury, death, disease, illness or shock.

Insurance Advisor—This is the person who **you** arranged **your** insurance with.

Landslip—Downward movement of sloping ground.

Liquidated damages—These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Money—Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers' cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for that are used for social or domestic purposes.

Multiplying compensatory damages—In some areas of the world the amount of **money** awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

Pedal cycle(s)—pedal cycles including motorised or power assisted pedal cycles which are not legally required to be registered in the UK for road use.

Period of Insurance—The period **you** are covered as shown on **your schedule**.

Punitive or exemplary damages—These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Schedule—A printed document showing the sections of the policy **you** have chosen, the **sums insured** and any **endorsements** that apply to **your** policy.

Storm—Strong winds in excess of 47 knots (54 mph) that may be accompanied by heavy rain, snow or sleet.

Subsidence— Downward movement of the ground beneath the buildings (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Sum insured— The amount shown on **your schedule** as the most **we** will pay for claims resulting from one **incident** unless otherwise stated in this policy booklet or any **endorsement**.

Unfurnished— **Your** home with not enough furniture for normal day to day living such as cooking, sleeping and washing.

Unoccupied— **Your** home not lived in or not intended to be lived in for more than 60 days in a row. Regular visits to **your** home or occasional overnight stays do not represent a break in this period.

Water table— The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

You, your— The person named as the policyholder in the **schedule**, their partner and members of their family and foster children permanently living with them, during the **period of insurance** at their **home** at the address shown in the **schedule**.

Your home— The private residence and gardens located within the **geographical limits** at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence.

Buildings

This section only applies if shown on **your schedule**.

Buildings are:

The structure of **your home** and the following if they form part of **your home** and belong to **you** or are **your** responsibility:

- domestic outbuildings;
- garages that form part of **your** residence;
- fixtures and fittings in or on the **buildings**;
- swimming pools, permanently fitted hot tubs;
- tennis hard courts; terraces, drives and footpaths, patios;
- boundary and garden walls, gates, fences and hedges;
- permanently fitted laminated, wooden effect, vinyl or lino floor coverings that could not reasonably be removed and re-used;
- solar panels, wind turbines;
- built in gas and electric cookers and meters;
- ornamental ponds and fountains
- fixed tanks providing fuel to **your home**

What is covered	What is not covered
Your policy covers loss of or damage to your buildings caused by the following Events.	The total of the compulsory and voluntary excess figures (as shown in your schedule) for each insured Event other than Events 15a and 15b. Loss, damage, injury or liability shown in the General Exclusions on page 20
1. a Fire, lightning, explosion, earthquake; and b Smoke	Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.
2. Aircraft and other flying devices or articles dropped from them.	
3. The buildings being hit by: a. vehicles; b. animals; or c. falling trees or branches d. television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.	Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees. Hedges, gates and fences for Event 3b, 3c, 3d Cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.
4. Theft or attempted theft.	Loss or damage caused after your home has been left unfurnished or unoccupied . Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position. Loss or damage that you do not report to the police at your first opportunity. Loss or damage resulting from theft or attempted theft by you , or anyone allowed to be in your home . Damage caused by someone that you lend or rent all or part of your home to.
5. Malicious damage.	Loss or damage caused after your home has been left unfurnished or unoccupied . Loss or damage caused by you . Damage caused by someone that you lend or rent all or part of your home to. We won't pay for claims caused by you or your family, or by a person who is allowed to be in your home , such as a cleaner or tenant.

<p>6. a. Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations. b. Freezing water in water tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by the failure, wear and tear or lack of appropriate sealant and/or grout. Loss or damage caused by subsidence, heave or landslip that results from water escaping. The cost to repair your water tanks, fish tanks, apparatus, or pipes or fixed heating installations unless the damage was caused by frost or freezing.</p>
<p>7. Storm or flood.</p>	<p>Loss or damage caused by frost. Loss or damage to fences, gates or hedges. Anything which happens gradually. Loss or damage caused by a weather event that does not meet the definition of Storm as set out in the meaning of words. Loss or damage to cellars and basements due to a rise in the water table.</p>
<p>8. Riot, civil commotion, strikes or labour or political disturbances.</p>	<p>You need to report riot damage to police within 30 days of its occurrence. All other damage must be reported to the police as soon as possible.</p>
<p>9. Heating oil leaking from a domestic heating installation at your home.</p>	
<p>10. Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>Damage caused to swimming pools, ornamental ponds and fountains, tennis hard courts, terraces, patios, drives, footpaths, walls, gates or fences unless your home, its domestic outbuildings or garages are damaged by the same cause at the same time. Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the buildings are damaged by the same cause at the same time. Landslip caused by the sea or river wearing away the land. Damage within 10 years of construction caused by structures bedding down or made-up ground settling. Damage that started and you were aware of, before this policy came into force.</p>
<p>11. Accidental loss or damage (your schedule will show cover as accidental damage if this Event is insured by your policy).</p>	<p>Loss or damage caused by wear and tear. Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation. Loss or damage caused by electronic, electrical or mechanical breakdown or failure. Loss or damage caused by faulty design, plan, specification, materials or workmanship. Loss or damage which happens gradually, or loss of value. Loss or damage caused by frost. Loss or damage caused to hot tubs whilst being installed or moved. Loss or damage caused by chewing, scratching, fouling, or tearing by domestic animals. Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations. Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies. Damage caused by someone that you lend or rent all or part of your home to. Damage if the property is unfurnished or unoccupied.</p>
<p>12. Mains services We will pay the costs which you are responsible for, to repair accidental damage to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the buildings to the public supply, and septic tanks.</p>	<p>Damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials. De-lamination (separation of layers) of pitch fibre pipes.</p>

<p>We will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage, that you are legally responsible for, between the main sewer and the home if this is necessary because normal methods of releasing the blockage are unsuccessful.</p>	
<p>13. Glass and sanitary fittings Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings which you are responsible for.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Cosmetic damage that does not interfere with the normal operation of the fixture or fitting.</p>
<p>14. Alternative Accommodation and Loss of Rent Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if the buildings cannot be lived in because of an insured event, but only for the time needed to repair your home.</p>	<p>Any amount over 20% of the sum insured by this section, as shown on your schedule.</p>
<p>15a Liability because you are owner of the home We will pay all amounts you legally have to pay as:</p> <ul style="list-style-type: none"> • compensation and claimant's costs and expenses; and • legal costs and expenses you pay with our written permission in connection with defending any claim; <p>arising from accidental:</p> <ol style="list-style-type: none"> i. injury to any person; ii. loss of or damage to property. <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p> <p>15b Defective Premises We will pay any amounts you are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975;</p> <p>arising from accidental:</p> <ol style="list-style-type: none"> i. injury to any person; ii. loss or damage to property happening during the period of insurance. <p>If the Buildings section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the buildings insured under this section before such cancellation or expiry.</p>	<ol style="list-style-type: none"> 1. Any amount over £2,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event. 2. Liability you have under any agreement unless you would have the same liability if the agreement did not exist. 3. Liability for loss of or damage to any property belonging to you or in your charge or control. 4. Liability for loss or damage caused by or arising out of: <ol style="list-style-type: none"> a. any passenger lift which you are responsible for maintaining; b. you owning any land or building other than your home. 5. Liability which is insured by or would be insured by any other policy if this section did not exist. 6. Liability arising directly or indirectly out of your job, business, trade or profession. 7. Liability if you are injured. 8. Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages. 9. Loss, damage, injury or liability shown in the General Exclusions on page 20. 10. We won't cover you if an accident on your property kills or injures you or someone in your family. 11. We won't cover you if you or someone in your family become ill or catch a disease in your home. 12. We won't cover you for damages if they arise as a result of something you or your family did deliberately or maliciously.
<p>16 Trace and Access If the buildings are damaged by Events 6a or 9 of this section, we will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.</p>	<p>Any amount over £5,000.</p>
<p>17 Emergency Entry Loss or damage to your home caused by the attendance of a member of the emergency services due to an emergency, or perceived emergency, involving you.</p>	
<p>18 Loss or theft of keys We will pay the cost of replacing locks and keys to outside doors</p>	

and windows and alarm systems within your buildings if the keys are stolen or accidentally lost.	
19 Selling your home When you sell your home the person who buys it will be covered by the buildings insurance in this section as long as they have no other insurance in force. This will apply up to the date the sale is completed.	

How we settle claims

See also General Exclusions and General Conditions on pages 20 and 22

The amount **we** will pay for loss of or damage to the **buildings** will be the cost of the following:

- a Repairing or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full rebuilding cost.

If the **sum insured** will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out, the amount **we** will pay will be the loss of value resulting from the loss or damage but not more than what it would have cost to repair or replace the item if this had been carried out straight away.

- b Demolishing, removing debris, shoring up or propping up parts of the **buildings**.
- c Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.

Where **we** agree that any of the above need to be appointed and **you** arrange **your own we** will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the **schedule** of professional charges of the Royal Institution of Chartered Surveyors and the Law Society.

We will not pay any costs **you** incur for preparing and submitting a claim.

- d Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the **buildings**.

This does not include any extra costs **you** pay after notice has been served on **you**.

We reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to **us**.

Any permanent repairs made by **our** approved suppliers are guaranteed for 12 months.

Sum insured

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding as new and take account of the expenses and fees mentioned in b, c and d above.

We will not pay more than the **sum insured** for loss or damage to the **buildings** by any of the Events 1 to 13 and 17-19

Contents

This section only applies if shown in **your schedule**.

Contents are:

Household goods and personal belongings which **you** own or are responsible for. This includes:

- fixtures and fittings other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to **your home**;
- freestanding gas and electric cookers;
- **valuables** (covered up to 30% of the **contents sum insured** for all **valuables** and 15% for a single item or collection unless otherwise specified on **your schedule**) – jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins;
- **office equipment** – computers, external hard drives, memory sticks, software, printers, fax machines, photocopiers, typewriters, tele-communications equipment and office furniture used in connection with **your** business or job but not worth more than £5,000 in total. **You** must be responsible for insuring the **office equipment**;
- laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and re-used;
- carpets;
- portable hot tubs;
- **pedal cycles**

Contents does not include:

- **contents** insured under any other policy;
- **money** (except the cover provided under Event 26);
- securities (financial certificates such as shares and bonds), certificates and documents (except those covered under Event 23);
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;
- caravans and trailers or their parts and accessories;
- aircraft, hovercraft and watercraft (which includes sailboards, surfboards and models) or their parts and accessories;
- lottery tickets and raffle tickets;
- laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- animals;
- any part of the structure of **your home**, central heating system, ceiling, wallpaper or similar (except those covered under Event 30c Tenant's Liability);
- **contents** which **you** own or use at any time for business, professional or trade purposes, (except for **office equipment**).

What is covered	What is not covered
Your policy covers loss of or damage to your contents caused by the following Events.	The total of the compulsory and voluntary excess figures (as shown in your schedule) for each insured Event other than Events 24, 30a, 30b, 30c, 30d and 30e. Loss, damage, injury or liability shown in the General Exclusions on page 20.
1. a Fire, lightning, explosion, earthquake; and b Smoke.	Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.
2. Aircraft and other flying objects or articles dropped from them.	
3. The contents being hit by: a vehicles; b animals; or c falling trees or branches	Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees. We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents
4. Theft or attempted theft.	Any amount over £5000 under this section for loss or damage to the contents (excluding portable hot tubs) caused by theft or attempted

	<p>theft from outbuildings and garages forming part of your home. Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. Contents must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within the boundaries of your home. Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied and is parked within the boundaries of your home. Loss or damage resulting from theft or attempted theft by you. Loss or damage that you do not report to the police at your first opportunity. We won't pay for theft if it is caused by someone deceiving you, except if they deceive you to gain entry to your property. We won't pay claims for theft or attempted theft by you, your family, or anyone who you employ permanently in or around your home, such as a nanny, cleaner or gardener. We also won't pay for theft or attempted theft by lodgers, paying guests or tenants.</p>
5. Malicious damage.	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by you. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the buildings or contents are damaged by the same cause at the same time. We won't pay for claims caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.</p>
6. Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. The cost to repair your water tanks, fish tanks, apparatus, or pipes or fixed heating installations.</p>
7. Storm or flood.	<p>Loss or damage caused by frost. Anything which happens gradually. Loss or damage caused by a weather event that does not meet the definition of Storm as set out in the meaning of words. Loss or damage to cellars and basements due to a rise in the water table.</p>
8. Riot, civil commotion, strikes or labour or political disturbances.	<p>You need to report riot damage to police within 30 days of its occurrence. All other damage must be reported to the police as soon as possible.</p>
9. Heating oil leaking from any fixed heating installation at your home	<p>Damage caused to the installation. Loss of heating fuel.</p>
10. Subsidence or heave of the site on which your home stands, or landslip .	<p>Landslip caused by the sea or river wearing away the land. Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the buildings are damaged by the same cause at the same time. Damage within 10 years of construction caused by structures bedding down or made-up ground settling. Damage that started and you were aware of, before this policy came into force.</p>
11. Accidental damage (your schedule will show cover as accidental damage if this Event is insured by your policy).	<ul style="list-style-type: none"> • Contents not inside your home. • Contact lenses. • Contents insured under Event 26 and Event 27. • Loss or damage caused by wear and tear other than loss of or

	<p>damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container.</p> <ul style="list-style-type: none"> • Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation. • Loss or damage caused by electronic, electrical or mechanical breakdown or failure. • Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording. • Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files. • Loss or damage caused by faulty design, plan specification, materials or workmanship. • Loss or damage which happens gradually, or loss of value. • Loss or damage caused by overwinding and damage to the inside of watches or clocks. • Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals. • Loss or damage to portable hot tubs whilst being installed or moved. • Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations. • Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies • Accidental damage to money, food and drink • Accidental damage to teeth or false teeth that happens while chewing something • Scratches or dents unless they prevent you from using the item • Damage if the property is unfurnished or unoccupied • Loss or damage as a result of a deliberate act by you or the electricity company
<p>12. Belongings you remove from your home Contents temporarily moved from your home will be covered against loss or damage resulting from Events 1 to 3 and 5 to 9. Contents will also be covered against Event 4 if the theft is from:</p> <ul style="list-style-type: none"> • any bank or safe deposit box; • a private home in which somebody is living; • any building where you are employed or carrying on a business; or • any other building if force or violence is used to get into or out of the building. 	<p>Contents you move to sell or exhibit, or contents kept in furniture storage units (unless covered under Event 20). Loss or damage caused by theft, storm or flood for contents not within a building. Cash, bank and currency notes and stamps (unless it is covered under Event 26). Contents covered under Event 28.</p>
<p>13. Property of resident domestic staff We will pay for loss or damage caused by any of the Events insured by this section for clothing and personal belongings of your domestic staff while in your home or in any private home, boarding house, lodging house, hotel, or inn in which your staff are living with you.</p>	<p>Cash, bank and currency notes and stamps. Contents insured under any other policy. Any amount over £1,000.</p>
<p>14. Contents in the open We will pay for loss or damage to contents by any of the Events 1 to 10 insured by this section if you leave them in the open within the grounds of your home.</p>	<p>Any amount over £2,000 except for portable hot tubs (portable hot tubs are covered up to their full amount). Money and valuables.</p>
<p>15. Plants We will pay for loss or damage to trees, shrubs, hedges, bushes, lawns and plants within the grounds of your home, caused by any of the Events 1 to 10 insured by this section.</p>	<p>Any amount over £1,000. Loss or damage caused after your home has been left unfurnished or unoccupied. Damage caused by weight of snow. Damage caused by smoke or bonfires.</p>

<p>16. Audio and Visual equipment We will pay for accidental damage to television sets, DVD players, video and DVD recorders and other audio equipment and home computers in your home.</p>	<p>Items designed to be portable, including portable computers, mobile / smart / android / phones, laptops, iPhones / iPads / iPods, and tablets. Damage to discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files. Electronic, electrical or mechanical breakdown or failure. Wear and tear. Damage caused during cleaning, repair, alteration or from an item being operated incorrectly. Damage caused by domestic animals.</p>
<p>17. Downloaded Audio/Visual files We will pay to replace legally downloaded audio / visual files lost as a result of Events 1 to 10 insured by this section.</p>	<p>Any amount over £5,000. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the buildings or contents are damaged by the same cause at the same time.</p>
<p>18. Accidental breakage of mirrors or glass We will pay for accidental breakage of mirrors, fixed glass in furniture, cooking hobs and oven doors while in your home.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. If no equivalent part is available the most we will pay is £250. Cosmetic damage that does not interfere with the normal operation of the fixture or fitting.</p>
<p>19. Loss or theft of keys We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within your home if the keys are stolen or accidentally lost.</p>	
<p>20. House removal We will pay for accidental loss or accidental damage to contents while: a being moved by professional removal contractors to your new home in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or b in temporary storage for up to seven days in a furniture storage unit.</p>	<p>Loss or damage to valuables. Loss or damage if you have taken out insurance with the removal firm. Cracking, scratching or breakage of china, glass or other brittle articles unless they are packed by professional packers. Loss or damage while contents are transported by sea. Loss or damage to office equipment.</p>
<p>21. Loss of oil and metered water We will pay for loss of oil or metered water due to your domestic water or fixed heating installations being damaged.</p>	<p>Any amount over £2,000.</p>
<p>22. Weddings, Civil Partnerships and Religious Festivals We will automatically increase the contents sum insured by 10% for one month before and one month after the day of a wedding, civil partnership or religious festival to cover presents bought or received for that occasion providing this falls within the period of insurance.</p>	
<p>23. Deeds and documents We will pay for loss or damage by Events 1 to 10 to documents (other than money), which are your property, while they are in your home or in a safe deposit, bank or solicitor's strongroom.</p>	<p>Any amount over £2,500.</p>
<p>24. Compensation for your death We will pay £5,000 if you die as a result of violence from thieves or fire that occurs within your home. Your death must happen within three months of the incident.</p>	
<p>25. Alternative Accommodation and Loss of Rent Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if your home cannot be lived in because of an insured event, but only for the time needed to repair</p>	<p>Any amount over 20% of the sum insured by this section as shown in your schedule.</p>

<p>your home. We will also pay for the necessary cost of temporarily storing the contents.</p>	
<p>26. Money We will pay for loss or damage to money. This applies within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles, and also while you are travelling anywhere in the world for up to 60 days in any one year of insurance.</p>	<p>Any amount over £1,000. Loss of season tickets or travel tickets when the loss is paid for by the authority who sold you the tickets. The part of any season ticket which has been used. Losses you do not report to the police at your first opportunity. Any money that is not for social and domestic purposes.</p>
<p>27. Food in freezers Loss of or damage to food in a freezer within your home caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.</p>	<p>Loss or damage as a result of a deliberate act by you or the electricity company. Any amount over £1,000.</p>
<p>28. Student's contents Loss or damage resulting from Events 1 to 10 when you are living away from home while attending college or university.</p>	<p>Any amount over £5,000. Any theft or attempted theft which does not involve force and violence to get into or out of a building.</p>
<p>29. Visitor's personal belongings We will pay for loss or damage caused by Events 1 to 10 insured by this section to your visitor's personal belongings whilst in your home.</p>	<p>Any amount over £1,000. Items covered by other insurance.</p>
<p>30. a Personal Liability and Liability because you live in the home We will pay all amounts you legally have to pay:</p> <ul style="list-style-type: none"> - as a private individual while in and away from your home; - because you live in the home; - whilst you live in the territories shown in General Exclusion 1 of this policy during any journey or temporary visit to any country in the world in which you do not own a property in respect of: <ul style="list-style-type: none"> • compensation and claimant's costs and expenses; and • legal costs and expenses you pay with our written permission in connection with defending any claim; arising from accidental: <ol style="list-style-type: none"> i. injury to any person; ii. loss of or damage to property. <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p>	<ol style="list-style-type: none"> 1. Any amount over £2,000,000 or all compensation and claimant's costs and expenses for anyone claim or series of claims arising out of anyone Event. 2. Liability you have under any agreement unless you would have the same liability if the agreement did not exist. 3. Liability which is insured by or would be insured by any other policy if this section did not exist. 4. Liability arising directly or indirectly out of your job, business, trade or profession. 5. Liability if you are injured. 6. Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages. 7. Liability for loss of or damage to any property belonging to you or in your charge or control unless this is covered under Event 30b. 8. Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under Event 30d. 9. Liability for loss, damage or injury caused by or arising out of the following: <ol style="list-style-type: none"> a You owning, possessing, or using (other than as a passenger) <ul style="list-style-type: none"> • any mechanically or wind propelled or assisted vehicle including a trailer attached to a vehicle other than: <ol style="list-style-type: none"> i. any pedal cycles or ii. any self propelled golf trolleys, pedestrian-controlled or ride-on garden tools which are not required to be registered for road use. • aircraft including drones, model aircraft, gliders, hang gliders, and microlights • hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to you for no more than 12 hours and which is under 18 feet long and cannot

	<p>travel faster than 17 knots).</p> <p>b You owning, possessing or using a dangerous animal or a specially-controlled dog as described in the Dangerous Dogs Act 1991.</p> <p>c Using any horse for hunting, racing or polo.</p> <p>d Any passenger lift which you are responsible for maintaining.</p> <p>e You being a tenant or living on any land or in any building other than your home, other than for Events 30b and 30c.</p> <p>f Claims for injuries that happen as a result of playing any sport or using a bicycle outside the boundary of your home unless there's no other insurance you can claim on.</p> <p>g Costs of damages that you have to pay if you pass a disease or virus onto another person, or if someone becomes ill in your home.</p>
30 b Temporary accommodation Liability noted under Event 30 whilst you are living in temporary accommodation for no more than two months.	Exclusions shown under Event 30a.
30 c Tenant's liability We will pay all amounts which you are responsible for as tenant, as stated in the tenancy agreement and not as owner for the following. i. Loss of or damage to your home directly caused by: <ul style="list-style-type: none"> • fire, lightning, explosion, earthquake, aircraft, storm or flood; • bursting, leaking or overflowing water tanks, apparatus or pipes; • oil leaking from any fixed heating installation; • theft or attempted theft; • television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing; or • smoke. ii. We will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of your home . iii. We will pay for accidental damage to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from your home to the public supply.	Exclusions shown under Event 30a. Any amount over £15,000 Loss or damage which happens while your home is unfurnished or unoccupied . Loss or damage caused by frost, landslip , subsidence or heave . Anything which happens gradually in respect of damage by smoke.
30 d Employers' liability We will pay all amounts you are liable for if any employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with your home or private household. Exclusions 1, 6, 7 and 8 of Event 30a and General Exclusion 2 of this policy will not apply to this Event.	Any amount over £10,000,000 or all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event. Exclusions shown under Event 30a (apart from exclusion 1). Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if you need insurance under the Road Traffic Act.
30 e Unpaid court judgements If you get a judgement from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for injury or loss of or damage to property against any company or individual based in the countries named above and that judgement is not paid for more than three months, we will pay you the amount of unpaid compensation or costs. We will only do this if:	Exclusions shown under Event 30a. Liability if the person owing you money is also insured by this policy.

<ul style="list-style-type: none"> • this section would have applied had the award been made against you rather than to you; • there is no appeal outstanding. <p>If we make a payment under this Event you or your personal representatives must transfer the rights of recovery under the judgement to us.</p>	
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Contents Limits

The most **we** will pay for the following **contents** is shown below.

1a 30% of the **sum insured** by the Contents section for **valuables** not insured under **personal possessions**; or

1b Any greater limit for **valuables** within **contents**, specifically noted on **your** current **schedule**.

2a 15% of the **sum insured** by the Contents section for any **valuables** item or collection; or

2b Any greater limit for specific **valuables** items within **contents** noted on **your** current **schedule**.

How we settle claims

(See also General Exclusions and General Conditions on pages 20 and 22)

1. Items other than clothing and household linen.
 - a. **We** will pay to replace items which are totally lost or destroyed. The replacement item will be based on the specification of the original item. **We** will not take off an amount for wear and tear or loss of value as long as the **sum insured** is enough to replace the **contents**.
If **you** do not replace the **contents** which are totally lost or destroyed or if the **sum insured** is not enough to pay for replacement of the **contents**, the amount **we** will pay will be the market value of the totally lost or destroyed items (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition).
 - b. **We** will pay to repair damaged items.
2. Clothing and household linen.
 - a. **We** will pay to replace items which are totally lost or destroyed. **We** will take off an amount for wear and tear or loss of value.
 - b. **We** will pay to repair damaged items.
3. **We** will pay to remove debris.
4. **We** reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to **us**.

Selling your home

For the period that **you** are moving to a new permanent address the contents cover can be extended to include contents in **your** new home, providing **you** have advised **us** in advance.

Evidence of value

We may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under this section. Where such evidence is required, this will be stated on **your schedule**.

Matching sets and suites

We will pay **you** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are damaged. For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

Sum insured

The **sum insured** **you** choose must be equal to the full value of the **contents** insured.

We will not pay more than the **sum insured** for loss or damage to the **contents** by any of the Events 1 to 16, 18 to 20.

Personal Possessions

This section only applies if shown in **your schedule**.

Personal possessions are:

Private property and personal items **you** normally wear or carry (including sports equipment) and mobility scooters (that are not registered for road use) which **you** own or for which **you** are responsible,

Personal possessions does not include:

- items with an individual value of more than £2,500 (unless these items are specified on **your schedule**);
- **pedal cycles** with an individual value over £1,000 (unless the **pedal cycles** are specified on **your schedule**);
- vehicles (or their parts), watercraft, aircraft, musical instruments used professionally or semi-professionally, domestic appliances, furniture, furnishings and household goods or equipment or goods used in connection with **your** occupation, business, trade or profession.

What is covered	What is not covered
<p>We will pay for loss or damage to the personal possessions covered by this section and shown in your schedule, which you own or are responsible for while you:</p> <ol style="list-style-type: none"> 1. are within the geographical limits; and 2. travel elsewhere in the world for up to 60 days in any one year of insurance. 	<ul style="list-style-type: none"> • The total of the compulsory and voluntary excess figures (as shown in your schedule) for each insured Event. • Loss, damage, injury or liability shown in the General Exclusions on page 20. • Loss or damage caused by wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container. • Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation. • Loss or damage caused by electronic, electrical or mechanical breakdown or failure. • Loss or damage caused by faulty design, plan, specification, workmanship or materials. • Loss or damage caused by gradual deterioration or loss of value. • Loss or damage caused by overwinding and damage to the inside of watches or clocks. • Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals. • Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures. • Breakage of musical instrument strings or reeds. • Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. Personal possessions must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot. • Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied. • Theft of pedal cycle accessories unless stolen with the cycle. • Theft of a pedal cycle unless a locking device is used to secure the cycle to an immovable object when it is left unattended other than at your home. • Loss of or damage to skiing or underwater equipment while you are using it. • Loss of or damage to sports equipment whilst in use. • Loss or damage resulting from theft or attempted theft by you. • Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an

	<p>independent means of operation and power source.</p> <ul style="list-style-type: none"> • Money (for money cover, refer to Event 26 of the Contents section).
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How we settle claims

The way **we** settle claims will be the same as that under the Contents section. The most **we** will pay for each item insured by this section is the **sum insured** shown in **your schedule** against that item.

Evidence of Value

We may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under this section. Where such evidence is required, this will be stated on **your schedule**.

General Exclusions

The following exclusions apply to the whole policy in addition to the exclusions listed under what is not covered under the relevant sections.

The policy does not cover the following:

1. Geographical limits

Damage, **injury** or liability arising out of any Event outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, unless **we** say differently.

2. War

Damage, liability, death, **injury**, disability or any loss caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Radioactive contamination

Damage to any property, any legal liability or any loss directly or indirectly caused by:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

4. Sonic bangs

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

5. Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a. pollution or contamination which results from damage by a cause which is insured by this policy; or
- b. damage by a cause which is insured by this policy which results from pollution or contamination.

6. Market value

Any loss of market value after an item is repaired or replaced (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition).

7. Date recognition and computer viruses

Costs in relation to any claim arising directly or indirectly from electronic equipment, w h e t h e r belonging to **you** or not, failing at any time, due to:

- the failure to correctly recognize, accept, respond to, retrieve, retain or process any data representing date or part of a date, time; or
- computer viruses.

Electronic equipment includes:

- a. any computer equipment, system or software;
- b. any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

8. Terrorism

We will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Any act deemed by the government to be an act of terrorism.

9. Agreements and contracts

Loss, damage or liability arising out of or as a result of any agreement or contract **you** have entered into.

10. Pre-existing damage

Loss, damage, **injury** or liability as a result of an event which happened before the cover under this policy started.

11. Gradual damage

Loss or damage caused by anything that happens gradually.

12. Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your** property.

13. Wilful acts

Loss or damage caused by **your** wilful act

General Conditions

The following conditions apply to the whole policy.

1. Premium

You must pay the premium or any agreed instalment when asked.

2. Taking care of your home

You must keep any property **you** insure in a good state of repair and take care to prevent accidents, **injury**, loss and damage.

3. Claims

If **you** need to make a claim, **you** must do the following:

- Tell **us** at **your** first opportunity about the event and give **us** any information relevant to the claim, **we** may need.
- Tell the police about any damage caused by theft or attempted theft or if any property is lost outside **your home**.
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**.
- Carry out and allow **us** to take any action **we** need to prevent more damage.
- Tell **us** at **your** first opportunity about any prosecution, inquest or enquiry connected with any **injury** or damage.
- Not pay or offer or agree to pay any **money** or admit responsibility without **our** permission.
- Allow **us**, in **your** name, to take over and control all negotiations and proceedings which may arise for any claim.
- Allow **us** to take any legal action required to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.

We will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **you** must repay **us**.

4. Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any relevant plans, documents, books and information **we** ask for. **We** will always try to repair or replace the property as it was. If **we** cannot **we** will repair or replace the item with the nearest equivalent item, but this may not be the same brand. The most **we** will pay for any one item is the **sum insured**.

5. Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

6. Cancelling your policy (applicable to new policies and renewals)

If for any reason you decide you no longer need cover, please notify us or your insurance advisor.

You may cancel this policy within 14 days of the date you receive it and the premium you have paid will be refunded. A charge of £10 plus insurance tax will be made.

If you cancel the policy after the 14 day cooling off period, your insurance advisor will provide a pro-rata refund based on the annual premium payable less a charge of £10 plus insurance premium tax.

If you have made a claim under the policy, then no refund will be allowed and the full annual premium will be payable.

There are certain circumstances where we may cancel your policy. Please refer to your policy wording which explains these in further detail.

7. Our right to cancel this policy

We can cancel this policy by giving seven days' notice in writing. **We** may cancel **your** policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this policy. Where **you** are required in accordance with the terms of **your** policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests.
- Where there is a failure by **you** to exercise the duty of care regarding **your** property as required by General Condition 2 Taking care of **your home**.
- failure to co-operate when requested in supplying relevant documentation or information that **we** require.
- suspected fraud or misrepresentation.
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy.
- use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

8. Index linking

Where **you** have specified the **buildings, contents** and **personal belongings sums insured** in the **schedule**, **we** will change these sums insured each month and update each year at the renewal date as follows:

- **Buildings** - in line with any increase in the level of House Rebuilding Cost Index or any suitable alternative index **we** choose. Index-linking the **buildings sum insured** will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.
- **Personal belongings** and **contents** (but not personal **money**, credit and debit cards, where the **sums insured** are not index linked) - in line with any increase in the level of Retail Prices Index or any suitable alternative index **we** choose.

The amended **sums insured** and renewal premium will be shown on **your** renewal notice. However, **we** will not reduce **sums insured** if an index value reduces, unless **you** ask **us** to do so.

If **you** are unsure of which of the above sections are applicable, please contact **your insurance advisor**.

9. Fraud

If **you** or anyone acting on **your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **you** any sums that **we** have already paid in respect of the claim.

We will also notify **you** if **we** will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **you** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

10. Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

11. Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

12. Renewals

If **you** pay **your** premium by an Instalment Plan, when **your** policy is due for renewal **we** will renew it for **you** automatically. This saves **you** the worry of remembering to contact **us** prior to the renewal date. Your broker will write to **you** 14 days before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy, please let **your** broker know before **your** renewal date so **we** don't take payment. If **you** inform **us** after that time charges may apply, please see General Condition 7 and 8 in **your** policy booklet for details. Should **we** decide that **we** will not renew **your** policy, **we** will notify **you** in writing 14 days prior to the renewal date.

13. Law applying to the Contract

Unless **we** agree otherwise:

- a the language of the policy and all communications relating to it will be English;
- and
- b the laws of England and Wales will apply to this contract of insurance.

14. Changing your details

You must tell **us** at **your** first opportunity about any changes that may affect **your** policy cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy. Here are the changes **you** should tell **us** about:

- **You** changing **your** insured address
- **You** change **your** name
- **You** changing occupation/s or the trade in which **you** work
- If the property is used for business and the type of business use
- If the property is no longer **your** main residence
- If the property is let or sublet or if there are paying lodgers
- If the number of consecutive days the property is **unoccupied** increases
- **You** being convicted of a criminal offence (other than motoring offences)
- Where **you** have **buildings** insurance with **us**; if the full rebuilding cost of **your** property should change, for example by fitting double glazed windows in place of single glazed windows
- Where **you** have **contents/personal possessions** insurance with **us**; if the values or items to be insured changes
- If there is any building work at **your home** or work to commence
- If the type of locks or alarm should change and if **you** no longer have an alarm maintenance contract in force
- If the property is no longer self-contained or does not have its own lockable entrance
- The property is not in a good state of repair

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy, the change will be subject to an admin charge of £10 plus Insurance Premium Tax. **You** will be informed of any revised premium or terms and asked to agree before any change is made. **We** will not refund or charge amounts less than £15 plus Insurance Premium Tax. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the provisions of General Condition 8.

Data Protection Notice

In this Notice references to we, us and our refer to AXA Insurance UK plc and Midas Underwriting Limited on Behalf of AXA Insurance UK plc. AXA Insurance UK plc are part of the AXA Group of companies.

For details on how we use the personal information we collect from you and your rights, please view our privacy policy via:

AXA Insurance UK plc

Please visit our website www.axa.co.uk/privacy-policy or contact our Data Protection Officer at AXA UK plc, 5 Old Broad Street, London, EC2N 1AD.

Midas Underwriting Limited

Please visit our website www.midasuw.com/privacy-policy or contact our Data Protection Officer at Midas Underwriting Limited, Quay Point, Lakeside Blvd, Doncaster DN4 5PL, or email us via compliance@midasuw.com

Your Broker or Agent will have their own uses for your personal data. Please ask your Broker or Agent if you would like more information about how they use your personal information.

Consent

We can only discuss the details given with **you** or the data subject. If **you** would like anyone else to act on **your** behalf please let **us** know. **your** details will not be kept longer than is necessary.

We may need to collect and process data relating to individuals who may benefit from the policy (“Insured Persons”), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. **You** must ensure that **you** have explicit verbal or written consent from the Insured Person to such information being processed by **us** and that this fact is made known to the Insured Person.

By applying for and/or entering into this insurance policy **you** will be deemed to consent to the use of **your** data and **your** insurance policy data in this way and for these purposes and that Your directors, officers, partners and Employees have consented to our using their details in this way.

Complaints procedure

If at any time **you** have a complaint about the services provided to **you** by Midas Underwriting Limited, then **you** should contact:

The Nominated Complaints Officer

Midas Underwriting Limited
First Floor, Elizabeth House, 116-118 Holywood Road, Belfast, BT20 1NU
Telephone: 0330 123 5745
E-mail: complaintsofficer@midasuw.com

All complaints received are taken seriously and will be handled in promptly and fairly. If **you** make a complaint, it will be acknowledged promptly, an explanation of how it will be handled, what **you** need to do and how **your** complaint is progressing will be given to **you**. Your complaint will be recorded and your comments analysed to help improve the service offered. Complaints which your insurer are required to resolve will be passed to them and **you** will be notified if this happens.

If at any time **you** have a complaint about the services provided by the insurer of all sections of the policy, then **you** should contact the Complaints Officer of the insurer shown in the insurer endorsement on your policy schedule.

If **you** remain unhappy with the outcome of **your** complaint **you** may be eligible to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR
Tel no: 0800 023 4567 (free from landlines)
Tel no: 0300 123 9123 (free from most mobiles)

Or simply log onto their website at www.financial-ombudsman.org.uk

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

Telephone calls may be recorded or monitored. Call costs may vary depending on your service provider.

Definition of an Eligible complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 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 at the time of the complaint. The FOS will only consider **your** complaint if **you** have given Midas Underwriting Limited or **your** insurer the opportunity to resolve it.

In all cases if **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks of **you** first raising the complaint with **us**, then **you** may refer **your** complaint to the Financial Ombudsman Service. They will only consider **your** complaint once you've tried to resolve it with **us**. **You** must contact the ombudsman within six months of **our** final response. Contact details are:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Tel: 0800 0234567 or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure applies in addition to **your** statutory rights as a consumer and does not affect **your** right to take legal action if **you** wish.

FSCS

AXA Insurance UK Plc are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk



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The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pr or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

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