

PART A:

SECTION ONE : CONTENTS

Contents and Definition of
Standard Construction

This Section **COVERS THE CONTENTS** within the private dwelling(s) named in the Schedule, which are constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

Also covered are the Contents in domestic outbuildings and garages of standard or non-standard construction contained within the premises named in the Schedule.

Definition of
Contents

The word 'Contents' means household goods and all other personal property, tenant's fixtures and fittings, all of which are owned by or are the legal responsibility of the Assured or of any permanent member of his household.

EXCLUDING

- (a) motor vehicles, caravans, trailers or watercraft, and accessories attached thereto,
- (b) livestock,
- (c) any part of the Buildings,
- (d) any property specifically insured against the perils covered hereby under any other insurance.

Specific
Sub-Limits

Underwriters' liability shall **NOT EXCEED** during the period of this insurance:

- (a) £50 (or currency equivalent) in respect of cash, currency, bank notes, negotiable documents or coins and stamps not forming part of a coin or stamp collection,
- (b) £100 (or currency equivalent) in respect of deeds, registered bonds and other personal documents,
- (c) £100 (or currency equivalent) in respect of stamps or coins forming part of a collection,
- (d) £500 (or currency equivalent) or 10% (ten per cent) of the Sum Insured on Contents **WHICHEVER IS THE LESS** in respect of gold, silver, gold and silver plated articles, jewellery and furs.

Perils and Specific
Exclusions

The **CONTENTS** are covered against **LOSS OR DAMAGE DIRECTLY CAUSED BY:-**

1. **FIRE, LIGHTNING or EXPLOSION**
2. **AIRCRAFT** and other aerial devices or articles dropped therefrom.
3. **EARTHQUAKE**
4. **STORM or TEMPEST**
EXCLUDING
 - (a) subsidence, landslip or flood however caused,
 - (b) loss or damage to the Contents of domestic outbuildings and garages of non-standard construction.
5. **BURSTING** or overflowing of water tanks, apparatus or pipes **EXCLUDING** loss or damage to the Contents of domestic outbuildings and garages of non-standard construction.
6. **BURSTING** or overflowing of domestic fuel oil tanks, apparatus or pipes.
7. **BURGLARY, HOUSEBREAKING, THEFT or LARCENY** or any attempt thereat.
8. **IMPACT** by any vehicle or animal.
EXCLUDING loss or damage caused by any vehicle or animal belonging to or under the control of the Assured or any permanent member of his household.

Note - The cover provided
is also subject to the
General Conditions and
Exclusions of this Insurance)

9. ANY PERSON TAKING PART IN A RIOT OR STRIKE (as defined on Page 11).
10. ANY PERSON OF MALICIOUS INTENT (as defined on Page 11)

This Section ALSO INCLUDES cover for:-

Contents away
from the Premises

- A: The CONTENTS, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the premises,
1. against loss or damage caused by any of the Perils insured under Section One.
 - (a) in any occupied private dwellings,
 - (b) in any building where the Assured or any permanent member of his household is residing or is employed,
 - (c) in any trade building for the purpose of alteration, cleaning or processing,
 - (d) in any furniture depository, up to a limit of 20% (twenty per cent) of the Sum Insured on Contents,
 - (e) whilst deposited for safe custody in any hotel, inn, lodging house, club, bank or safe deposit, and
 2. against loss or damage elsewhere caused by the perils of FIRE, LIGHTNING, EXPLOSION, AIRCRAFT or EARTHQUAKE ONLY, or
 3. against loss or damage during the process of removal and transit following PERMANENT change of residence or whilst in transit to and from any bank, safe deposit or furniture depository, caused by the perils of FIRE, LIGHTNING, EXPLOSION, AIRCRAFT, EARTHQUAKE, BURGLARY, HOUSEBREAKING, THEFT or LARCENY ONLY.

The cover provided under this Sub-Section `A`

EXCLUDES:

- (a) contents outside the territorial limits specified in the Schedule,
- (b) cash, currency, bank notes, negotiable documents or coins and stamps not forming part of a coin or stamp collection.

Accidental Breakage
of Mirrors

- B: ACCIDENTAL BREAKAGE of mirrors whilst within the Buildings in the Schedule

Rent

- C: RENT - up to twelve months - for which the Assured is liable as occupier if the Buildings are rendered uninhabitable by any of the insured perils, NOT EXCEEDING 10% (ten per cent) of the Sum Insured on Contents of the Building(s) damaged or destroyed.

Additional
Costs

- D: ADDITIONAL COSTS of alternative accommodation necessarily incurred by the Assured as occupier if the Buildings are rendered uninhabitable by any of the insured perils, NOT EXCEEDING 10% (ten per cent) of the Sum Insured on Contents of the Building(s) damaged or destroyed.

Liability as Tenant for
Loss or Damage to
the Building

- E: The Assured's legal liability as tenant UP TO 10% (ten per cent) of the Sum Insured under Section 1, for loss of or damage to the private dwelling caused by any of insured perils EXCLUDING any liability.
- (a) for loss or damage caused by fire, lightning or explosion in respect of the Buildings named in the Schedule OTHER THAN landlord's fixtures or fittings,
 - (b) caused by any person taking part in a riot or strike, or by any person of malicious intent.
 - (c) whilst the Buildings are unfurnished.
 - (d) for the amount stated in the Schedule for each loss or damage caused by
 - (i) storm, tempest or flood,
 - (ii) bursting or overflowing of water tanks, apparatus or pipes.

Liability as Tenant for
cost of Repairing
Underground Pipes
and Cables

F: The Assured's legal liability, up to 10% (ten per cent) of the Sum Insured under Section 1, for the cost of repairing accidental damage to domestic fuel oil pipes, underground water supply pipes, underground gas pipe or underground electricity cables which extend from the Buildings (named in the Schedule) to the public mains.

Fatal Injury
Assured and Spouse

G: FATAL INJURY to the Assured, or to the Assured's spouse, or both, occurring at the premises named in the Schedule, occasioned by outward and visible violence caused by BURGLARS, HOUSEBREAKERS, THIEVES and LARCENISTS or by FIRE.

PROVIDED THAT

- (a) death ensues within twelve months of such injury,
- (b) the liability of the Underwriters SHALL NOT EXCEED £1,000 (or currency equivalent) or one half of the Sum Insured on Contents WHICHEVER IS THE LESS in respect of each person so insured.

Special Condition

In respect of each premises separately, the liability of the Underwriters for any loss or damage shall not exceed the respective Sum Insured specified in the Schedule(s), nor shall it exceed such proportion of the said loss or damage as the said sum bears to the total value thereof.

EXTENSION TO SECTION ONE: LEGAL LIABILITY TO THE PUBLIC

Terms of Cover

This Section covers the Assured's legal liability as Occupier of the private dwelling named in the Schedule.

The Limit
of Liability

The limit of liability in respect of all claims under this Section shall not exceed £100,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses incurred by the Assured, with Underwriters' written consent, in the defence of any such claim.

Cover Provided
Occupiers'
Liability

Indemnity is provided under this extension for bodily injury by accident or disease or damage to property happening during the period specified in the Schedule for which legal liability may attach to the Assured as occupier of the buildings named in the Schedule in respect of accidents occurring in or about the premises.

Exclusions

This Section does NOT indemnify the Assured against any liability:

- 1 *arising out of or incidental to any profession, occupation or business.*
- 2 *which has been assumed under contract and would not otherwise have attached.*
- 3 *arising out of the ownership, possession or operation of:-*
 - (a) *any mechanically propelled or horsedrawn vehicle other than a domestic gardening implement operated within the insured premises.*
 - (b) *any power operated lift.*
- 4 *for bodily injury by accident or disease to any person who, at the time of sustaining such injury, is engaged in the Assured's service, or to any members of the Assured's family or household.*
- 5 *for damage to property belonging to or in the care, custody or control of the Assured or a member of his family or household or a person in his service.*

Note - The cover
provided is also
subject to the General
Conditions and
Exclusions of this
Insurance

SECTION TWO : ALL RISKS, PERSONAL EFFECTS & VALUABLES

The Cover and Limits Provided	This Section covers PHYSICAL LOSS OF OR DAMAGE TO the property described in the attached Specification from ANY CAUSE except as hereafter specified, but is limited to the Sums Insured and the Geographical limits stated in the Schedule.
Exclusions	<p>This Section does NOT COVER:</p> <ul style="list-style-type: none">(a) any loss or damage if the Assured is engaged in or in any way connected with any form of professional entertaining,(b) breakage of articles of a brittle nature OTHER THAN jewellery, UNLESS such breakage is caused by burglars, thieves or fire.(c) loss or damage caused by moth, vermin, wear and tear, gradual deterioration or electrical or mechanical breakdown or derangement.(d) damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation,(e) loss of cash, currency or bank notes(f) damage to guns caused by rusting or bursting of barrels,(g) breakage of sports equipment whilst in use,(h) any loss of or damage to contact or corneal lenses.
(Note - The cover provided is also subject to the General Conditions and Exclusions of this Insurance)	
Replacement Clause	The Underwriters shall be entitled at their sole option to replace or repair or pay for any article lost or damaged whether wholly or in part.
Condition Relating to Pairs and Sets	<p>Where any insured item consists of articles in a pair or set, insured for £100 (or currency equivalent) or over, this Insurance shall not pay.</p> <ul style="list-style-type: none">(a) more than the value of any particular part or parts which may be lost or damaged (without reference to any special value which such article or articles may have as a pair or set), <p style="text-align: center;">nor</p> <ul style="list-style-type: none">(b) more than a proportionate part of the insured value of the pair or set.
Condition of Average	Any item of the Specification which covers articles with no individual sum insured is SUBJECT TO AVERAGE : that is to say, if the TOTAL VALUE of all articles covered by such Item is, at the time of loss or damage, greater than the Sum Insured thereon the Assured shall be entitled to recover ONLY SUCH PROPORTION of the loss or damage as the Sum Insured bears to the total value of such item; HOWEVER , if the property described in the Specification shall include any item of PERSONAL EFFECTS , and such Personal Effects be lost or damaged ELSEWHERE THAN AT THE ASSURED'S PREMISES , then for the purpose of applying Average (as above), NO ACCOUNT shall be taken of the amount of the Assured's Personal Effects at the Assured's premises at the time of the loss or damage.
Special Exclusion	On each occasion where loss or damage occurs to articles with no individual sum insured, the amount stated in the Schedule shall be deducted.

SECTION THREE : PERSONAL MONEY AND CREDIT CARDS

In consideration of the additional premium paid it is agreed that SECTION THREE extends to cover PERSONAL MONEY and CREDIT CARDS within the geographical limits stated in the Schedule.

This Section covers loss of:-

- A. Cash, Currency, Bank Notes or Negotiable Documents.
- B. Credit Cards for which the Assured is responsible as a result of misuse by any unauthorised person(s) following loss or theft of any Credit Card arising before the Credit Card Company has received notification of the loss.

This Section does not cover:-

- (a) shortages due to error or omission.
- (b) depreciation in value.
- (c) losses not reported to the Police and in the case of Credit Cards, to the issuing, Company, within 24 hours of discovery.
- (d) the first £25 of each and every loss.
- (e) any claim resulting from loss of Credit Cards where the Assured has failed to comply with all the terms and conditions under which the credit card was issued.

Limit of Insurance

The liability of Underwriters for any loss or damage shall not exceed the sum(s) insured stated in the Schedule.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

SECTION FOUR : PERSONAL LIABILITY

IN CONSIDERATION of the payment of an additional premium hereon this Policy is extended:

- (a) to indemnify the Assured, up to but not exceeding £500,000 any one accident or series of accidents arising out of one event, against such sums as the Assured shall become legally liable to pay in respect of claims made against the Assured arising from BODILY INJURY OR DISEASE (fatal or non-fatal) to persons (hereinafter called "bodily injury") OR DAMAGE TO PROPERTY caused by an accident occurring during the period set forth in this policy anywhere in the world other than United States of America and Canada for periods in excess of 30 days and
- b) in addition, to pay the costs and expenses incurred with the written consent of the Underwriters in the defence of any such claim, provided always that, if a payment in excess of the amount of indemnity available under this Extension has to be made to dispose of a claim, the Underwriters' liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Extension in respect of that claim bears to the amount paid to dispose of that claim.

DEFINITION

The expression "the Assured", wherever the context allows, shall include any members of the Assured's family residing within the Assured's household.

EXCLUSIONS

This Extension does NOT cover liability for

- (1) bodily injury or damage to property
 - (a) arising out of the ownership, occupation, possession or use by the Assured of
 - (i) any land or building, or
 - (ii) any animal (other than cats, dogs or horses);

- (b) arising out of the ownership, possession or operation by the Assured of
 - (i) any mechanically propelled or horse-drawn vehicle, or
 - (ii) any ship, vessel or craft (other than manually propelled rowing boats, punts or canoes), or
 - (iii) any aircraft;
- (c) arising out of the profession, occupation or business of the Assured;
- (d) if such liability is to any person who is entitled as an Assured to the benefits of this Insurance;
- (e) if such liability has been assumed under a contract and would not otherwise have attached;
- (f) if such liability is insured by, or would but for the existence of this Extension be insured by, any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected;
- (g) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (h) directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (2) bodily injury to any person who at the time of sustaining such injury is actually engaged in the Assured's service; or
- (3) damage to property belonging to or in the care, custody or control of the Assured or a person in his service.

CONDITION

The Assured shall give to the Underwriters immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this Extension of the receipt by the Assured of notice of any claim and of the institution of any proceedings against the Assured.

The Assured shall not admit liability for or offer or agree to settle any claim without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Assured the defence of any claim and to prosecute in the Assured's name for Underwriters' benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

GENERAL CONDITIONS AND EXCLUSIONS

- Cancellation
1. This Insurance may be cancelled by or on behalf of the Underwriters by 14 DAYS' NOTICE given in writing to the Assured at his last known address, and the premium shall be adjusted on the basis of the Underwriters receiving or retaining pro-rata premium.

This Insurance may also be cancelled at any time at the request of the Assured in writing to the Broker who effected the insurance, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the customary short term premium.

'NOTICE' shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.
- Unoccupancy
2. In the event of the private dwelling named in the Schedule being left without an authorised inhabitant for more than TWENTY EIGHT CONSECUTIVE DAYS, this Insurance shall EXCLUDE the first £500 each and every claim.
- Non Contribution Clause
3. There shall be no liability under this Insurance in respect of any claim where the Assured is entitled to indemnity under any other insurance EXCEPT in respect of any excess beyond the amount which would have been covered under such other insurance had this Insurance not been effected. This clause does not apply to Fatal Injury (Section One - G).
- Notice of Claim
4. The Assured shall give to the Underwriters immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this Insurance; of the receipt by the Assured of notice of any claim; and of the institution of any proceedings against the Assured.
- Handling of Claims
5. The Assured shall not admit liability for nor offer or agree to settle any claim without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Assured the defence of any claim, and to prosecute in the Assured's name, for Underwriters' benefit, any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.
- Fraudulent Claims
6. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.
 7. This Insurance does NOT COVER:
 - (a) (1) loss or destruction of or damage to any property whatsoever or expense whatsoever or any loss resulting or arising therefrom or any consequential loss.
 - (2) any legal liability of whatsoever nature 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 from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- Radioactive Contamination and Nuclear Assemblies Exclusion

<p>War, Abandonment and Confiscation Exclusion</p>	<p>(b) any loss or damage or liability, if any act or event out of or in the course of which such loss, damage or liability arises, constitutes or is a part of, or is committed or happens whether directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to a popular rising, military or usurped power, or martial law, or loss or damage to the insured property or any part thereof resulting from abandonment, confiscation, requisition, detention or legal or illegal occupation of such property by any person or authority -</p>
<p>Burden of Proof</p>	<p>IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Insurance for loss or damage or liability, the BURDEN OF PROVING that the loss, damage or liability does NOT fall within this Exclusion 7(b) shall be upon the Assured;</p>
<p>Sonic Bang Exclusion</p>	<p>(c) any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p>
<p>Material Change</p>	<p>8. If the circumstances in which the insurance was entered into are materially altered without the written consent of the Underwriters this policy shall be voidable.</p>
<p>Adherence to Policy Terms</p>	<p>9. Without prejudice to Underwriters other rights the Assured's observance of the terms of this policy shall be conditions precedent to Underwriters liability to make any payment under this policy.</p>

DEFINITIONS OF RIOT, STRIKE AND MALICIOUS INTENT

<p>Riot or Strike</p>	<p>1: The phrase `any person taking part in a riot or strike' as used in this Insurance means loss or damage directly caused by</p> <ul style="list-style-type: none"> (a) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or (b) Any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or (c) Any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimising the consequences thereof.
<p>Malicious Intent</p>	<p>2: The phrase `any person of malicious intent' as used in this Insurance means loss or damage directly caused by any malicious act of any person whether or not such act is committed in the course of a disturbance of the public peace.</p>