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1. INTRODUCTION

This policy expires at midnight on the last day of the first or subsequent periods of insurance.

Please examine this policy; if it is not correct please return immediately to us for alteration.

THE CONTRACT OF INSURANCE

This policy is a contract between You, the policyholder, Us and Insurers for our respective rights and interests.

In return for the payment of Premium by You, Insurers will provide insurance in accordance with the Policy cover for those sections shown in the Certificate of Insurance in respect of events happening during the Period of Insurance, or any subsequent period for which You pay and We agree to accept a renewal premium.

This Policy, the statement of facts and / or proposal form and the certificate of Insurance should be read together and form the contract of Insurance.



Pierre Lefèvre
Chairman and Chief Executive
Groupama Insurance Company Limited

ON RECEIPT OF YOUR POLICY WORDING

To ensure that Your Policy gives You the protection you need we recommend that You read it carefully and return it immediately if it is not in accordance with Your requirements. The Certificate of insurance specifies the cover You have selected; it is your evidence of insurance and may be required in the event of a claim.

Remember also, that even adequate insurance does not compensate completely for the worry and inconvenience that usually follows an accident. Please therefore take reasonable precautions.

YOUR CANCELLATION RIGHTS (COOLING OFF PERIOD)

You have the right to cancel your policy during a period of 14 days after the later of the day of purchase of the

contract or the day on which you receive your policy documentation.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and may include an additional charge of up to £25.00 to cover the administrative cost of providing the policy.

To exercise your right to cancel, please contact Letsure Customer Services, Granite House, 31 Stockwell Street, Glasgow, G1 4RZ (Telephone 0844 561 0660).

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated.

COMPLAINTS PROCEDURE

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

What will happen if You complain?

- 1) We will acknowledge Your complaint promptly;
 - 2) We aim to resolve complaints, following assessment and investigation within 5 working days of receipt.
- Most of Our customer's concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response.

What to do should you be dissatisfied

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting the: Complaints Manager, **Letsure Limited**, Granite House, 31 Stockwell Street, Glasgow G1 4RZ
Tel: **0844 561 0660**

If you remain unhappy with the decision you receive you may write to us by contacting the Chairman and Chief Executive at:

Groupama Insurances, Groupama House, 24-26 Minories, London EC3N 1DE Tel: **0870 850 8510**

If you are dissatisfied with our final decision you can refer the matter to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: **0845 080 1800**

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

You would be covered for all of the first £2,000 of any claim and 90% of the remainder, without any upper limit. For compulsory classes of cover you would be covered in full for any claim without any upper limit.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

CLAIMS PROCEDURE

Complete a claim form, which can be obtained from Letsure Telephone: **0844 561 0660** and return to:

**The Claims Department,
Groupama Insurance Company Limited,
3rd Floor, Building One,
Imperial Place,
Elstree Way, Borehamwood, WD6 1JN**

Outside office hours urgent claims may be notified to Loss Adjusters Cunningham Lindsay by telephone **02920 386713**. Cunningham Lindsay will offer appropriate advice/help and pass claim details on to Groupama Insurances.

CHANGES WE NEED TO KNOW ABOUT

Please tell us immediately you become aware of any changes to your circumstances which may affect this insurance or any other material fact, e.g. a change to the persons to be insured, if the sums insured become inadequate, criminal convictions (or cautions) of any of the persons to be insured.

1 DEFINITION OF TERMS

To save lengthy repetition wherever the following words or phrases occur they will have the precise meaning described below (unless stated otherwise):

Definitions are listed alphabetically.

Accidental Damage:

Sudden and unexpected damage caused by external means.

Bedroom:

A room used as or originally built to be a bedroom even if it is now used for other purposes.

Certificate of insurance:

The current certificate of insurance, completed by the Company, detailing the cover and forming part of the Policy.

Company / We / Our / Us:

Letsure Limited. Registered in England No. 03010153 authorised and regulated by the Financial Services Authority, Register Number 313817 and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Excess:

The amount you have to pay for each separate claim.

Home:

The private dwelling and its outbuildings shown in the certificate of insurance used solely for domestic purposes, built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt or built or roofed with other materials notified to and approved by us.

Insured/Insured Person / You / Your:

The person(s) named in the Certificate of insurance and members of the family permanently residing with him/her/them.

Insurers:

This insurance is underwritten by Groupama Insurance Company Limited. Registered in England No. 995253. Registered Address, Groupama House, 24-26 Minorities, London EC3N 1DE .Authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Period of Insurance:

The period of time for which the insurance is provided under this Policy as set out in the Certificate of insurance and any further period for which the Policy is renewed.

Policy:

The documents consisting of this policy, the current certificate of insurance, (completed statement of fact/proposal form you complete) and any endorsements issued by Us / Insurers.

Premium:

The cost of the cover as specified on the Certificate of insurance.

Unfurnished:

Not having enough furniture to live in permanently.

Unoccupied:

Not having been lived in for more than 30 days in a row.

2 CONTENTS SECTION

2.1 Definition of Contents

2.1.1 **Household Goods furniture and furnishings of every description** belonging to you (or for which you are legally responsible) including:

- a) Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling.
- b) Telephones.
- c) Gas and electric cookers and meters.
- d) Visitors personal effects not otherwise insured.
- e) Cash, currency notes, bank notes and stamps not forming part of a stamp collection to an amount not exceeding £200 in all.

2.1.2 **Fixtures and Fittings** belonging to you (or for which you are responsible) not being landlords fixtures and fittings.

2.1.3 **Interior Decorations** belonging to you where you are not responsible for insuring the private dwelling.

3 SUM INSURED

Insurers liability in respect of loss or damage to the Contents in the Home by any of the causes under Cover 3.1 – 3.9 and 3.21 if included shall not exceed £30,000, or the limits as detailed elsewhere in this section, for each separate occurrence.

INSURED EVENTS

WHAT IS COVERED / NOT COVERED

Your policy covers loss or damage to the contents in the home caused by the following events excluding items shown as not covered.

What is not covered by all of the following events

The first **£100.00** of each claim.

Property Insured by any other policy.

Motor vehicles (other than motorised domestic gardening equipment) caravans, trailers, watercraft, hovercraft aircraft and their accompanying accessories, livestock and pets.

Any part of the structure of the building including ceilings, wallpapers and the like (other than Interior decorations as defined above).

Goods used for business and professional purposes.

Loss damage injury or liability as detailed in the general exclusions.

Events

- 3.1 a) **Fire, lightning, explosion, earthquake;** and
- b) **Smoke.**

What is not covered

Any thing which happens gradually.

- 3.2 **Storm and flood.**

What is not covered

Loss or damage caused by frost.

- 3.3 a) **Riot Civil Commotion Strikes Labour and political disturbances.**
- b) **Malicious Persons or vandals.**

What is not covered

Malicious damage caused by You.

Loss or damage occurring after the Building has been left unfurnished or unoccupied for more than 30 days in a row.

- 3.4 **Collision by:**

- a) **aircraft or other aerial devices or any thing dropped from them;**
- b) **vehicles or animals.**

What is not covered

Loss or damage caused by domestic animals.

- 3.5 a) **Escape of water from water tanks, apparatus or pipes or fixed heating installations;**
- b) **Freezing of water in tanks apparatus and pipes.**

What is not covered

Loss or damage occurring when the Home has been unfurnished or unoccupied for more than 30 days in a row.

- 3.6 **Theft or attempted theft.**

What is not covered

Theft by deception unless deception is used solely as a means to enter the Home.

Theft of cash, currency notes, bank notes and stamps unless involving entry to or exit from the home by forcible and violent entry means or by deception as a means of entry.

In respect of self contained flats theft of property from any communal parts of the building not involving entry to or exit from the building by forcible and violent means.

Any amount exceeding **£2,500** from outbuildings (other than garages) within the boundaries of the Home.

Loss or damage occurring when the Home has been unfurnished or unoccupied for more than 30 days in a row.

Any amount exceeding £400 in respect of any one pedal cycle.

3.7 Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.

3.8 Subsidence and / or heave of the site on which the Home stands and / or landslip.

What is not covered

Landslip caused by the coast being worn away.

Damage if any of the property on the site has to Your knowledge, previously suffered damage by subsidence, heave and landslip unless disclosed by You and accepted by Us.

Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the Home are damaged by the same cause at the same time.

Damage caused by new structures bedding down or newly made up ground settling.

3.9 Falling Trees or branches.

What is not covered

Loss or damage caused by felling and lopping.

3.10 Accidental Damage to audio, video, computer equipment mirrors and glass.

Up to a maximum of **£2,500** any one event for:

- a) accidental damage to radio television sets, video players and recorders, home computers, recording and audio equipment in the home; and
- b) Breakage of mirrors, plate glass tops to furniture, fixed glass in furniture and ceramic hobs.

What is not covered

Electronic, electrical or mechanical breakdown or failure.

Damage by wear, tear, depreciation or any other gradually operating cause.

Damage caused by the process of cleaning washing, repairing or restoring.

Damage caused by failure to use in accordance with manufacturer's instructions.

Damage caused by faulty design, faulty plan, faulty specification or faulty materials.

Damage to video cameras, mobile phones, pagers, computer software, recording tapes or discs or records.

Damage caused by domestic animals.

Damage to glass oven doors or ceramic glass in cooker hobs, which is covered by any another policy.

Loss or damage after your Home has been left unfurnished or unoccupied for more than 30 days in a row.

3.11 Contents in the Open.

What is not covered

Loss of or damage to Contents up to **£500** in total, any one event, by any of the Insured events 3.1–3.9 occurring in the open (including in any car port) within the boundaries of the land belonging to the home.

Loss or damage occurring after the home has been left unfurnished or unoccupied for more than 60 days in a row.

Loss or damage to any property contained in or on any motor vehicle or motor cycle.

Theft of a pedal cycle unless it is secured with a locking device to an immovable object.

3.12 Theft of Keys.

If the keys to the locks of

- a) external doors of the Building; or
- b) alarm systems or domestic safes fitted to the Building are stolen we will pay up to a maximum of **£250** any one occurrence towards the cost of replacing the locks or lock mechanism.

3.13 Loss of Oil and Metered water.

Accidental loss of

- a) Domestic heating oil up to **£500**
- b) Metered water up to **£1,000**.

What is not covered

Damage caused to the installation due to Your domestic water or heating installations being damaged.

3.14 Rent.

If your home is damaged by any of the events insured by this section and it cannot be lived in, Insurers will pay for any rent you may have to continue to pay, and reasonable other expenses you have to pay for other accommodation but only for the period necessary to put Your Home back in a fit state to live in.

What is not covered

Any amount exceeding **£6,000**.

3.15 Belongings you remove from your home.

Insurers will cover contents up to **£2,500** for a maximum of 60 days at any one time that you temporarily remove from your home against loss or damage resulting from events 3.1–3.5, 3.7–3.9. Insurers will also cover the contents against event 3.6 (Theft) if the theft is from:

- a) any bank or safety deposit box.
- b) a private home in which someone is living.
- c) any building where you are employed or carrying on a business.
- d) any other building if force or violence is used to get into or out of the building.

What is not covered

Cash, bank and currency notes unless covered under the personal possessions section.

Any theft from a motor vehicle.

Any amount exceeding **£400** for any one pedal cycle.

Loss or damage by storm or flood to contents not in a building.

Loss or damage whilst removed for sale or exhibition or to a furniture depository.

3.16 Compensation for your Death

Insurers will pay **£5,000** if You die in Your home from fire or violence from thieves. Your death must happen within three months of the accident.

3.17 Food in freezers.

Insurers will pay up to **£300** any one event for loss of or damage to food in a freezer within Your Home caused by a rise and fall in temperature or contamination by the refrigerant or refrigerant fumes.

What is not covered

Loss or damage as a result of a deliberate act by You or the electricity company.

3.18 House Removal.

Insurers will pay for accidental loss of or damage to contents when it is:

- a) being moved by professional removal contractors to your new home in Great Britain , Northern Ireland , Isle of Man or the Channel Islands, or
- b) in temporary storage for up to seven days in a professional furniture storage unit.

What is not covered

Jewellery, gold and silver articles, watches, clocks, furs and collections of medals and coins.

Loss or damage if You have other insurance.

Cracking scratching or breakage of china, glass or other brittle articles unless they are packed by professional packers.

Loss or damage whilst Your property has been transported by sea.

3.19 Deeds and documents.

Insurers will pay up to **£250** any one occurrence, for loss or damage by events 3.1–3.10 to documents (other than money), which are your property, while they are in your home or in a safe deposit, bank or solicitors strong room.

3.20 Tenants liability.

Insurers will pay all amounts, which you are responsible for as tenant for the following:

- i) Fire, lightning, explosion, earthquake, aircraft, storm or flood;
- ii) Bursting leaking or overflowing water tanks apparatus and pipes;
- iii) Oil leaking from any fixed heating installation;
- iv) Theft or attempted theft;
- v) Television, satellite and radio receiving aerials, aerial fittings and masts breaking or collapsing;
- vi) Smoke.

What is not covered

Loss or damage which occurs whilst the Home is left unfurnished.

Any amount exceeding **£2,500**.

Loss or damage caused by frost, landslip, subsidence or heave.

Any smoke damage, which happens gradually.

3.21 **Accidental damage.**
(your certificate of insurance will show cover as accidental damage if this event is insured by your policy.)

Damage by external means to the contents in the Home or its domestic outbuildings.

What is not covered

Damage arising from wear, tear, depreciation, the action of light, atmospheric conditions, insects, moths, vermin, infestation, damp, rust, wet or dry rot or any gradually operating cause, the process of cleaning, washing, repairing or restoring of any article, electrical or mechanical breakdown or consequential loss.

Any amount over **£500** for any item of glass, china or porcelain.

Damage caused by failure to use in accordance with manufacturers instructions.

Damage caused by domestic pets.

Damage caused by faulty design, faulty plan, faulty specification or faulty materials.

Damage caused by overwinding and damage to the inside of watches and clocks.

Loss or damage to contact lenses, plants or food or drink.

Loss or damage to food in freezers insured by insured event 3 17.

Loss or damage or destruction caused by pollution or contamination.

Any destruction or damage specifically excluded elsewhere in the contents section.

3.22 **Tenants Liability – accidental damage**
(Your certificate of insurance will show cover as accidental damage if this event is insured by your policy).

Insurers will pay all amounts, up to a maximum of **£2,500** which you are responsible as a tenant for the following:

- a) Accidental damage to the landlords buildings, contents, fixtures and fittings;
- b) Accidental breakage of fixed glass and sanitary fixtures forming part of the building;
- c) Accidental damage by external means to:
 - i) cables or underground pipes providing services to and from the building;
 - ii) septic tanks and drain inspection covers.

Note: General condition 18.6 (Other Insurances) does not apply to the insurance provided by this section.

What is not covered

The first **£100** of each and every claim.

Any amount exceeding **£2,500**.

Damage occurring after the home has been left unfurnished or is unoccupied for more than 60 days in a row.

Loss or damage caused by frost, landslip subsidence or heave.

Any smoke damage that happens gradually.

Any destruction or damage specifically excluded elsewhere in the policy.

4 Sum Insured

Insurers liability in respect of loss or damage to the Contents in the Home by any of the causes under Cover 3.1 – 3.9 and 3.21 if included shall not exceed **£30,000**, or the limits as detailed elsewhere in this section, for each separate occurrence.

Other limits

4.1 Insurers will not pay more than one third of the sum insured, by this section for items of jewellery, gold, and silver (including plated articles), watches clocks, furs, pictures, sculptures, other works of art and collections of stamps medals and coins.

4.2 Insurers will not pay more than 5% of the sum insured by this section for any one item or collection as described in limit 4.1) above.

4.3 Insurers will not pay more than £400 for any one pedal cycle.

5 Sum Insured Condition

The sum insured must at all times be sufficient to cover the full cost of replacing the contents as new, except for clothing and household linen where a deduction may be made for wear, tear and depreciation.

6 How insurers settle claims

The amount Insurers will pay for loss or damage to the contents will be:

6.1 Items other than clothing and household linen

- a) The cost of replacing items which are totally lost or destroyed, without any deduction for wear and tear or loss of value as long as:
 - i) The sum insured is enough to replace the contents; and
 - ii) The replacement is carried out straight away.

If You do not replace the contents, which are totally lost or destroyed straight away or if the sum insured is not enough for the replacing of the contents, the amount insurers will pay will be the market value of the totally lost or destroyed items.

b) The cost of repairing damaged items.

6.2 **Clothing and household linen**

a) Insurers will pay to replace items, which are destroyed and will take off an amount for wear and tear or loss of value.

b) Insurers will pay to repair damaged items.

6.3 **Debris Removal**

Insurers will pay to remove debris.

6.4 **Matching Sets and suites**

Insurers will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item. Insurers will pay you for damaged items but not for the other pieces of the set or suite, which are not damaged.

Insurers will not pay more than the sum insured for loss or damage to the contents by any of the events 3.1 – 3.9 and 3.21 arising out of any one occurrence.

7 **PERSONAL POSSESSIONS SECTION**

This cover only applies if You have selected it. The sums insured applicable are as shown in the Certificate of insurance.

Definitions:

7.1 **Personal Possessions**

Clothing and personal effects (including jewellery, watches, furs, binoculars, musical instruments, mobile phones, photographic and sports equipment).

7.2 **Personal Money**

Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers cheques and: Credit cash or cheque cards, season tickets and travel tickets, all held for social, domestic or charitable purposes.

7.3 **Geographical Limits**

British Isles, Europe, Mediterranean coasts and Islands, Madeira and Canary Islands.

7.4 **Specified Items**

Items that exceed the single article limit as shown in this section under limits that are individually described and insured, as detailed in the certificate of insurance.

Loss or damage to:

a) Personal possessions and

b) Money, which you own or are responsible for whilst you:

i) are within the geographical limits; and

ii) travel elsewhere in the world, other than the United States of America and Canada, for up to 60 days in any one Period of insurance.

What is not covered

The first **£100** of each claim.

Loss, damage injury or liability as shown in the general exclusions.

Loss or damage caused by normal settlement, 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, vermin, dyeing, cleaning, repair or renovation.

Loss or damage caused by electronic, electrical or mechanical breakdown or failure.

Loss or damage caused by faulty design, faulty plan, faulty specification or faulty materials.

Loss or damage caused by gradual deterioration or loss of value.

Loss or damage caused by overwinding or damage to the inside of watches or clocks.

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 unattended vehicle unless all the windows and sunroofs are securely closed and all the doors and boot are locked. Personal possessions must be hidden within the vehicle in a glove compartment or locked boot.

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 when it is unattended elsewhere than at your home.

Property Insured as unspecified personal possessions will not include the following:

a) camping equipment, dentures, pedal cycles with an individual value over £400, vehicles, watercraft, aircraft, musical instruments used professionally or semi-professionally, firearms, domestic appliances, furniture furnishings and household goods and equipment goods used in connection with your business or profession;

b) Property insured elsewhere in this policy;

c) Breakage of cricket bats, hockey sticks and rackets while you are playing with them;

d) Loss of or damage to skiing or underwater equipment whilst you are using it.

In respect of money:

Loss of season tickets or travel tickets when you are paid for the loss by the authority who sold you the tickets.

The part of any season ticket that has been used.

Loss due to a mistake or neglect or loss of value.

Losses that you do not report to the police as soon as reasonably possible after you discover them.

Loss of credit, cash or cheque cards which you do not report to the company who issued them immediately after discovering the loss as soon as their office hours allow.

Any amount over **£300** other than for credit cards.

Any amount over **£500** for credit cards.

9 Sum Insured

Insurers liability in respect of loss or damage to personal belongings will not exceed the sums insured as Indicated in the Certificate of insurance, for this section, or the limits as detailed elsewhere in the section.

10 Other limits

10.1 Insurers will not pay more than **£1,000** for any single article insured as unspecified personal belongings.

10.2 Insurers will not pay more than **£400** for any one pedal cycle insured within the unspecified personal possessions section.

10.3 Insurers will not pay more than **£1,000** in total for theft from unattended motor vehicles.

11 Sum insured condition

You must advise Us if the selected sum insured under unspecified personal possessions becomes inadequate.

You must also advise Us if the value of any one item insured under unspecified Personal possessions exceeds the single article limit of **£1,000**.

12 How insurers settle claims

The way insurers settle claims is as described under the contents section.

The most insurers will pay for each individual specified item insured by this section is the sum insured shown in the certificate of insurance against that item.

13 LIABILITY SECTION

Definition of terms

Injury

Bodily injury, death and illness or shock.

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.

The home

Your Home at the address of the property insured shown in the certificate of insurance and all land belonging to it.

The Property

Household Goods, furniture and furnishings as defined in the contents section.

14 LIABILITY INSURANCE – WHAT IS COVERED

Insurers will pay all amounts You legally have to pay as:

- a) compensation and claimants' costs and expenses; and
- b) legal costs and expenses you pay with insurers written permission in connection with defending any claim.

INSURED EVENTS

14.1 Accidental injury to any person.

14.2 Accidental loss of or damage to material property

If You die, Your personal representative will have the benefit of this section for any liability You have that is covered by this section.

14.3 Employers Liability

Insurers will pay all amounts up to a maximum of **£5,000,000**, you are liable for if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with the dwelling. Exclusions 15.1 to 15.4 of this section will not apply to this event.

The indemnity granted by Insured Event 14.3 is deemed to be in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, Northern

Ireland the Isle of Man, the Channel Islands but the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law.

14.4 Overseas travel

Insurers will cover liability while You live in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for Injury loss or damage which happens during any journey or temporary visit to any country in the world, other than the United States of America and Canada in which You do not own property.

14.5 Unpaid Court judgements

If You get a judgement from any court in Great Britain, Northern Island, the Isle of Man or the Channel Islands for compensation and claimants 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, Insurers will pay you the amount of unpaid compensation or costs. Insurers will only do this if:

- i) this section would have applied had the award been made against you rather than to you.
- ii) there is no appeal outstanding; and
- iii) Insurers make a payment under this event You or your personal representatives must transfer the rights of recovery under the judgement to them.

14.6 Temporary Accommodation

Exclusions 15.2 and 15.4 e of this section will not apply to accommodation you temporarily live in for no more than two months.

15 LIABILITY INSURANCE – WHAT IS NOT COVERED

15.1 Liability You have under any agreement unless You would have the same liability if the agreement did not exist.

15.2 Liability for loss of or damage to any property belonging to You or for which you are in charge or control of unless this is covered under event 14.6.

15.3 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 14.3.

15.4 Liability for loss or damage caused by or arising out of the following:

- a) You owning, possessing, or using (other than as a passenger) any mechanically propelled vehicle (other than a pedestrian controlled or ride-on garden tool which is not licensed for road use and You do not need a certificate of insurance for). This also applies for a trailer attached to the vehicle, or aircraft, 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 travel faster than 17 knots;

- b) Liability in respect of injury, loss or damage caused by or arising out of any passenger lift which you are responsible for maintaining;
- c) You owning, possessing, or using a dangerous animal or specially-controlled dog;
- d) Using any horse for hunting, racing or polo;
- e) You owning, being a tenant or living on any land or building other than your home.

15.5 Liability which is insured by or would but for the existence of this section be insured by any other policy.

15.6 Liability if You are injured.

15.7 For event 14.3 only – Liability for causing the death of or injury to any employee if they have driven or been a passenger in a motor vehicle if You need insurance under the Road Traffic Act.

15.8 Liability arising from pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

15.9 Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from the multiplying the compensatory damages. (See explanations in the general guidance notes at the back of this policy.

15.10 For event 14.5 only – Liability if the person owing You money is also insured by this Policy.

15.11 Loss, damage, injury or liability as shown in the general exclusions.

16 LIABILITY INSURANCE – LIMIT OF INDEMNITY

Insurers will not pay more than:

- a) £2,000,000 under the liability section, Insured Events 14.1,14.2,14.4 –14.6; or
- b) £5,000,000 under the liability section, Insured Event 14.3;

for all compensation and claimants' costs and expenses for any one claim or series of claims arising out of any one event.

17 SPECIAL CLAUSES

These clauses will only apply if indicated on Your Certificate of insurance.

Excluding subsidence

It is noted that that Insurance under this policy excludes any liability arising as a result of Subsidence or Heave of the site on which the property stands or Landslip.

Thatched Roof Clause

At the dwelling:

- a) Where there are solid fuel fires the chimney for each is fitted with a suitable spark arrestor, unless the chimney is at least six feet above the highest roof level.
- b) All electrical installations are checked by a competent electrician at not more than 5 yearly intervals.
- c) A maintained dry powder or CO2 extinguisher is sited in the kitchen.
- d) Bonfires are not lit in the vicinity of the dwelling.

What is not covered

The Insurers will not pay for any loss or damage arising out of non-compliance with any of the above requirements.

Security Protection

Insurers shall not be liable for loss or damage by theft or attempted theft arising out of non compliance with the following requirements:

- a) The door used, as the final exit from the Home shall be fitted with a suitable lock complying with British standard 3621 or one of superior quality approved by the company;
- b) All other external doors, unless secured as in I) above shall be fitted with top and bottom mortise or surface mounted bolts with detachable keys;
- c) Sliding patio doors shall be fitted with key operated security locks top and bottom;.
- d) All external windows opening on the ground floor or opening or accessible on other floors to be fitted with key operated window locks;;
- e) All external doors and windows as in iv) above shall be secured using the above mentioned security devices whenever the dwelling is left unattended and the keys withdrawn from the locks;
- f) When the household retires for the night all external doors, and the windows specifies in d), except those in occupied bedrooms, shall be secured with security devices and the keys withdrawn from the locks.

Buildings unoccupied whilst undergoing repairs

Whilst the Home is unoccupied undergoing repairs the Policy will not pay for claims occurring as a result of Insured events:

- a) Theft or Attempted Theft.
- b) Malicious Persons or Vandals.
- c) Escape or and freezing of water.
- d) Storm and flood.
as described under the Contents sections of the policy.

18 GENERAL EXCLUSIONS

This Policy does not cover the following:

18.1 War and similar risks

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power or loot or pillage in connection therewith.

18.2 Radioactivity

- a) loss of or damage to property or any loss or expense arising therefrom or any consequential loss.
- b) any legal liability

directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiation 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.

18.3 Sonic Bangs

Loss of or damage to the property occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

18.4 Computer Date Change

Loss of or damage (including accidental damage) to or breakdown of any electronic equipment, whether belonging to the insured or not, caused directly or indirectly by its failure at any time before, during or after the year 2000 correctly to recognise, accept, respond to, retain or process data representing a date or part of a date.

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.

18.5 Pollution

Insurers will not pay for 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.

18.6 Loss of Market value

Loss of market value after an item is repaired or replaced.

18.7 **Terrorism**

Loss, damage, costs or expenses 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 exception 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.

19 **GENERAL CONDITIONS**

19.1 Your duty to prevent loss or damage

- a) You and any other person to whom this insurance applies shall take all reasonable precautions to prevent accidents loss or damage;
- b) All property insured under this Policy shall be maintained in good condition.

19.2 **Interpretation**

The Certificate of insurance forms part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Certificate of insurance and any attached sections, Specifications or Endorsements any word or expression to which a specific meaning has been given in any part of this Policy shall bear that meaning wherever it appears.

19.3 **Claims**

Your Duty.

You shall on the happening of any event likely to give rise to a claim under this Policy:

- a) notify the police immediately if any property is lost, stolen or maliciously damaged;
- b) report in writing to us without any unnecessary delay and provide all information and assistance, which we/insurers may reasonably require;
- c) Take all reasonable steps to recover any lost or stolen property;
- d) Forward all correspondence legal process or any other documents to us unanswered;
- e) Not discuss liability with any third party.

19.4 **Insurers Rights**

- a) Insurers shall be entitled to:
 - i) take over and conduct in Your name the defence or settlement of any claim; or
 - ii) prosecute in Your name for Insurers benefit any claim for indemnity or damages or otherwise.

b) Insurers shall have full discretion in the conduct of any proceedings and the settlement of any claim.

c) No property may be abandoned to Insurers, who are entitled to enter any Building where loss or damage has happened and deal with salvage in a reasonable manner.

19.5 **Limit**

In respect of any claim or series of claims for which this Policy indemnifies you against your Legal liability Insurers may at any time pay You:

- a) the limit of indemnity (after the deduction of any sum(s) already paid as compensation); or
- b) any lesser amount for which such claim(s) can be settled.

Once the payment has been made Insurers shall relinquish the conduct and control of and be under no further liability in connection with the claim(s) except for the payment of costs and expenses recoverable or incurred prior to the payment date.

19.6 **Fraud**

If you make a fraudulent claim or give us/insurers false information, insurers will not pay your claim and will cancel the policy. If you know of or deliberately cause any injury or damage, insurers will not pay your claim and will cancel the policy.

19.7 **Other Insurances**

If at the time of the claim you have any other insurance covering the claim, Insurers will only pay their share of the claim.

19.8 **Premiums**

You shall pay the premium on demand. If You have elected to pay Your premium by instalments these will be due on the commencement date of the insurance shown in the Certificate of Insurance and thereafter at agreed intervals;

Where payment of premium is not made, we will assume that it is Your intention to cancel the policy and any cover otherwise provided by this policy will be inoperative from the date such payment was due; If You have made a claim the premium outstanding for the Period of Insurance shown on Your current certificate of insurance will be deducted from any claim payable by us. If any claim payable by us is settled directly to another party we will seek reimbursement of any premium that remains outstanding from You;

If You are paying by instalments, the full premium for the Period of Insurance shown on Your current Certificate of insurance remains due when a claim has been made in the current Period of Insurance despite cancellation. We reserve the right to deduct this from any claim payable by us.

19.9 Cancellation

Insurers may cancel this policy by giving you seven days notice in writing.

You may cancel the Policy by giving us 14 days notice. If you cancel your policy the premium shall be adjusted on the basis of the company receiving the relevant short-term premium (which may include a charge of up to £25.00 for administration), for the period of insurance provided. If the amount due when you cancel the policy is more than the amount you have paid you must pay the difference.

19.10 Automatic Renewal

When Your policy is due for renewal we may offer to renew it for You automatically. This saves you the worry of remembering to contact us prior to the renewal date. If we offer to do this for You we will write to You before the policy expires with full details of Your future premium and policy conditions. If You do not wish to renew You should let us know prior to expiry of the current Period of Insurance.

Should we decide that we will not renew your policy we will notify you in writing prior to the renewal date.

19.11 Change in Circumstances

If the circumstances in which the insurance was entered into are materially altered without Our written consent this Policy shall be voidable.

19.12 Your duty to comply with Policy Terms

Without prejudice to Insurers other rights Your observance of the terms of the Policy is a condition precedent to liability to make any payment under this Policy.

19.11 Arbitration

If Your claim is accepted but You do not agree with the amount Insurers will pay You, Insurers will refer the matter to an arbitrator chosen by You and them. You cannot take any action against Insurers until You and they have received the arbitrators final decision.

19.12 Automatic reinstatement

If You make a claim, Insurers will not automatically reduce the sums insured under the Buildings and Contents sections of this Policy as long as:

- a) the amounts to be reinstated during any one Period of insurance are not more than the amount of the sum insured;
- b) you take any reasonable measures insurers suggest to prevent further damage; and
- c) You pay the appropriate extra Premium.

19.13 Rights of Third 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.

19.14 Choice of Law

English law will apply to this policy unless you and we agree otherwise.

19.15 Joint and Additional Policyholders

If there are two or more policyholders named on the policy, either may amend the policy, make a claim, remove a policyholder or cancel the policy

20 GENERAL GUIDANCE

If you Have suffered Loss or Damage

- a) If property has been lost, stolen or maliciously damaged, you must report the matter to the police as soon as possible.
- b) If the loss or damage is serious, contact Letsure for immediate advice.
- c) You should carry out emergency repairs, which are needed to protect your property and / or to prevent further damage, as soon as possible. Please bear in mind that if you wish to claim for the damage, we will require invoices for emergency repairs and estimates for any other work that is necessary.
- d) If you feel a damaged item could be repaired, obtain two estimates, if possible and forward them to us along with the completed claim form. (Note: Please forward original copies of the estimates)
- e) If the article you are claiming for is not repairable please send in the following with the completed claim form:
 - i) the original purchase receipt if you have it;
 - ii) confirmation that the article is damaged beyond repair;
 - iii) a quotation for the replacement of the article.

Please do not dispose of any damaged property immediately, as it may need to be inspected.

NOTE: You should also refer to General Conditions 19.3, 19.6 and 19.7