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# The Connoisseur® Smart Home Insurance - Policy Wording



[www.smarthome2insure.com](http://www.smarthome2insure.com)  
01306 740555



**Anthony Wakefield & Company**  
*Fine Art & General Insurance Brokers*



## The Insurance Contract

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

**You** and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary, this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

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

The written authority number B1262BW0166519 allows Anthony Wakefield and Company Limited and Connoisseur Policies Ltd. to sign and issue this policy on behalf of AXIS Managing Agency Ltd.

Anthony Wakefield and Company Ltd. and its Appointed Representative Connoisseur Policies Ltd. are authorised and regulated by the Financial Conduct Authority.

Details of Anthony Wakefield and Company Limited and Connoisseur Policies Ltd. and their Firm numbers may be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

**IN WITNESS** whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

Anthony Wakefield and Company Limited.



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## Definitions

Wherever the following words appear in bold in this contract of insurance they will have the meanings shown below.

<b>Accidental Damage</b>	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
<b>Approved Safe</b>	A safe that has a cash rating that is equivalent to one tenth of the total value of the insured items that are to be contained in it and that has been installed in accordance with the manufacturer's instructions.
<b>Bank cards</b>	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.
<b>Bodily injury</b>	Physical injury including accidental death, disease or illness.
<b>Buildings</b>	<ul style="list-style-type: none"><li>• the <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• <b>swimming pools</b>, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally liable and within the <b>premises</b> named in the <b>schedule</b>.</li></ul>
<b>Business Equipment (Home Risk)</b>	Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers and telecommunications equipment in your <b>home</b> (other than equipment belonging to your employer).
<b>Contents</b>	<p>Household goods and other items, within the <b>home</b>, which are <b>your</b> property or which <b>you</b> are legally liable for.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• carpets</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>, <b>Smart Home Technology</b> including security cameras and lights</li><li>• <b>contents</b> outside the <b>home</b> but within the <b>premises</b> up to GBP5,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b> and security cameras and lights)</li><li>• <b>money</b> and <b>bank cards</b> up to GBP500 in total</li><li>• deeds and registered bonds and other personal documents up to GBP1,500 in total</li><li>• stamps or coins forming part of a collection up to GBP1,500 in total</li><li>• gold, silver, gold and silver plated articles, jewellery and furs up to GBP10,000 or 10% of the sum insured for <b>contents</b> whichever is the lower, within the private dwelling</li><li>• domestic oil in fixed fuel oil tanks up to GBP2,000</li></ul> <p><b>Contents</b> does NOT include:</p> <ul style="list-style-type: none"><li>• motor vehicles (other than garden machinery) caravans, trailers, aircraft or watercraft or their accessories</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property held or used for business purposes</li><li>• any property insured under any other insurance.</li></ul>



## Definitions (continued)

<b>Endorsement</b>	A change in the terms and conditions of this insurance agreed by you and us. <b>Endorsements</b> which apply to <b>your</b> insurance (if any) will be shown in the <b>Schedule</b> and detailed at the end of this document.
<b>Excess</b>	The amount <b>you</b> will have to pay towards each separate claim.
<b>Family</b>	Members of <b>your</b> family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. 'Family' does not include lodgers, tenants or domestic staff.
<b>Fine Art</b>	<ul style="list-style-type: none"><li>• gold, silver, gold and silver plated articles.</li><li>• pictures, paintings, books, antique furniture (excluding brittle articles), porcelain, pottery, bronzes and other brittle or fragile articles, clocks, barometers, stamp, coin, bank notes, wines, spirits and other collections as detailed in the policy <b>schedule</b>.</li></ul>
<b>Flood</b>	Includes but is not limited to: <ul style="list-style-type: none"><li>• inundation from tidal waters;</li><li>• an overflow from any watercourse or body of water including rivers, streams, lakes, reservoirs or ponds;</li><li>• rainwater run-off from land or outside the <b>premises</b>;</li><li>• a rise in the water table;</li><li>• an escape or accumulation of water from drains or sewers.</li></ul>
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>Home</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	<ul style="list-style-type: none"><li>• current legal tender, cheques, postal and money orders</li><li>• postage stamps not forming part of a stamp collection</li><li>• savings stamps and savings certificates, travellers' cheques</li><li>• premium bonds and gift tokens</li><li>• luncheon vouchers and gift vouchers</li></ul> all held for private or domestic purposes.
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>Period of insurance</b>	The length of time for which this contract insurance is in force, as shown in the <b>schedule</b> .
<b>Personal possessions</b>	Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to <b>you</b> . <b>Personal possessions</b> does NOT include: <ul style="list-style-type: none"><li>• <b>money</b> and <b>bank cards</b> (these are only covered in the <b>home</b> under <b>contents</b> insurance, unless <b>you</b> have chosen <b>money</b> and <b>bank card</b> cover under section eight).</li><li>• pedal cycles.</li><li>• Mobile phones, cameras and video cameras, laptops and tablets, hearing aids and guns.</li></ul>



## Definitions (continued)

<b>Premises</b>	The address which is shown in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	Document showing <b>your</b> name, the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this contract of insurance which apply.
<b>Settlement</b>	Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> .
<b>Smart Home technology</b>	Smart meters and other domestic monitoring devices.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Subsidence</b>	Downward movement of the ground beneath <b>buildings</b> where the movement is unconnected with the weight of the building.
<b>Swimming pools</b>	Swimming pools which are permanently installed.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	When the <b>home</b> is not being lived in by <b>you</b> (or a person <b>you</b> have authorised).
<b>Valuables</b>	<ul style="list-style-type: none"><li>• jewellery &amp; watches</li><li>• furs</li><li>• mobile phones</li><li>• cameras and video cameras</li><li>• laptops and tablets</li><li>• hearing aids</li><li>• guns</li></ul> all of which belong to <b>you</b> .
<b>We/us/our</b>	AXIS Managing Agency Ltd, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicates 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).
<b>You/your/yours/insured</b>	The person or persons named in the <b>schedule</b> and all members of their <b>family</b> who permanently live in the <b>home</b> .
<b>Your broker</b>	The insurance broker or intermediary who arranged this contract of insurance on <b>your</b> behalf.



## Important Information

This document, the **schedule** and any **endorsement(s)** attached form **your** insurance. This document sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

This insurance relates **ONLY** to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage sections **you** have requested (see the "Information **you** have given **us**" section below);
- **you** notify **us** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the "Notifying **us** of any changes or inaccuracies" section on page 7);
- **you** take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with the "Things **you** must do" in the event of a claim (see page 29), **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

## Information **you** have given **us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this contract of insurance as if it never existed and decline all claims.

If **we** establish that you carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of your insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge **you** more for your insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section on page 8.

**We** or **your** insurance **broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require you to pay more for **your** insurance.

## Notifying **us** of any changes or inaccuracies

**You** must notify **your** **broker**:

- without delay if **you** become aware that information **you** have given us is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;
- at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the buildings.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or planned structural works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for your insurance or cancel **your** insurance in accordance with the "Cancelling this insurance" section (see page 8).



If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

## Cancelling this insurance

**You** can cancel this insurance at any time by writing to **your broker**.

**We** can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

## Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance** whichever is the later.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.





## Section One – Buildings

What is covered under this section	What is not covered under this section
This insurance covers the <b>buildings</b> for loss or damage directly caused by:	<b>We</b> will not pay:
1 fire, lightning, explosion or earthquake	the first GBP100 of every claim
2 aircraft and other flying devices or items dropped from them	the first GBP100 of every claim
3 i) storm ii) <b>flood</b> iii) weight of snow	a the first GBP100 of every claim b for loss or damage to domestic fixed fuel-oil tanks in the open, <b>swimming pools</b> , tennis courts, drives, patios and terraces, gates and fences.
4 i) escape of water from fixed water tanks, apparatus or pipes ii) frost to fixed water tanks, apparatus or pipes	a the first GBP100 of every claim b for loss or damage caused by <b>subsidence, heave or landslip</b> other than as covered under number 9 of section one c for loss or damage to domestic fixed fuel-oil tanks and <b>swimming pools</b> d for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days
5 escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a the first GBP100 of every claim b for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days
6 theft or attempted theft	a the first GBP100 of every claim b for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days c for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry.
7 collision by any vehicle or animal	the first GBP100 of every claim
8 any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a the first GBP100 of every claim b for loss or damage while the <b>home</b> is insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days



## Section One – Buildings (continued)

What is covered under this section	What is not covered under this section
This insurance covers the <b>buildings</b> for loss or damage directly caused by:	<b>We</b> will not pay:
<p>9 <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b></p>	<p>a for loss or damage to domestic fixed fuel-oil tanks, <b>swimming pools</b>, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also damaged at the same time by the same event</p> <p>b for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>c for loss or damage caused by faulty or unsuitable materials or design or poor workmanship</p> <p>d for loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law</p> <p>e for loss or damage caused by coastal or river bank erosion</p> <p>f for loss or damage whilst the <b>buildings</b> are undergoing any structural alterations, extensions or demolition</p> <p>g for loss or damage caused by normal <b>settlement</b> and /or any general deterioration of the <b>building</b></p> <p>h for loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the <b>buildings</b></p> <p>i the first GBP1,000 of every claim</p>
10 breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<p>a the first GBP100 of every claim</p> <p>b for loss or damage to the actual radio and television aerials, satellite dishes, their fittings and masts</p>
11 falling trees, telegraph poles or lamp-posts	<p>a for loss or damage caused by trees being cut down or cut back within the <b>premises</b></p> <p>b for loss or damage to gates and fences</p> <p>c the first GBP100 of every claim</p>



## Section One – Buildings (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers:	<b>We</b> will not pay
<p>A the cost of repair or replacement following <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>fixed glass and double glazing (including the cost of replacing frames)</li> <li>solar panels</li> <li><b>sanitary ware</b></li> <li>ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	<p>a the first GBP100 of every claim</p> <p>b for damage while the <b>buildings</b> are insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days</p>
<p>B the cost of repairing <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul> <p>which <b>you</b> are legally liable for</p>	the first GBP100 of every claim
<p>C</p> <ul style="list-style-type: none"> <li>loss of rent due to <b>you</b> which <b>you</b> are unable to recover</li> <li>additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for following loss or damage to the <b>buildings</b> which is covered under this section (section one)</li> </ul>	any amount over 10% of the sum insured for the <b>buildings</b> damaged or destroyed
<p>D expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>architects', surveyors', consulting engineers' and legal fees</li> <li>the cost of removing debris and making safe the <b>building</b></li> <li>costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under this section (section one)</p>	<p>a any expenses for preparing a claim or an estimate of loss or damage</p> <p>b any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage occurred</p>
<p>E increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to a claim accepted by <b>us</b> under number 4 of section one</p>	more than GBP1,000 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than GBP1,000 in total
<p>F anyone buying the <b>home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	if the <b>buildings</b> are insured under any other insurance



## Section One – **Buildings** (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers:	<b>We</b> will not pay
G the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the <b>buildings</b> which is covered under section one	more than GBP2,500 in any <b>period of insurance</b> .



## Section One – Buildings (continued)

<b>Accidental damage to the buildings</b> The following applies only if the <b>schedule</b> shows that <b>accidental damage</b> to the <b>buildings</b> is included.	
What is covered under this section	What is not covered under this section
This extension covers:	<b>We</b> will not pay:
<b>accidental damage</b> to the <b>buildings</b>	a the first GBP250 of every claim b for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one c for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking d for damage while the <b>home</b> is being altered, or extended e for damage to outbuildings and garages which are not of <b>standard construction</b> f for damage while the <b>home</b> is lent, let or sublet g for the cost of general maintenance h for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost i for damage caused by faulty or unsuitable materials or design or poor workmanship j for damage from mechanical or electrical faults or breakdown k for damage caused by dryness, dampness, extremes of temperature or exposure to light l for damage to <b>swimming pools</b> , tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks m for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

### Conditions that apply to section one (**buildings**) only

#### Settling claims

#### How **we** deal with **your** claim

- If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage; and
  - the amount insured is enough to pay for the full cost of rebuilding the **buildings** in their present form; and
  - the damage has been repaired.

If the **buildings** were not in a good state of repair **we** may deduct an amount from **your** claim to reflect the difference in the value of the **buildings** in a good state of repair and the value of the **buildings** in disrepair.

- We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.



## Section One – **Buildings** (continued)

### **Your** amount insured

- 3 **We** will not reduce the amount insured under section one after **we** have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.
  
- 4 If **you** are under-insured, which means the cost of rebuilding the buildings at the time of loss or damage is more than **your** amount insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if your amount insured only covers one half of the cost of rebuilding the buildings, **we** will only pay one half of the cost of repair or replacement.

### Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.



## Section Two – Contents

What is covered under this section	What is not covered under this section
This insurance covers the <b>contents</b> for loss or damage directly caused by:	<b>We</b> will not pay:
1 fire, lightning, explosion or earthquake	the first GBP100 of every claim
2 aircraft and other flying devices or items dropped from them	the first GBP100 of every claim
3 i storm ii <b>flood</b> iii weight of snow	a the first GBP100 of every claim b for <b>contents</b> outside the <b>home</b>
4 escape of water from fixed water tanks, apparatus or pipes	the first GBP100 of every claim
5 escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	the first GBP100 of every claim
6 theft or attempted theft	a the first GBP100 of every claim b for loss or damage whilst the <b>home</b> is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry c any amount over GBP1,000 or 3% of the sum insured for <b>contents</b> whichever is greater, within detached domestic outbuildings and garages
7 collision by any vehicle or animal	the first GBP100 of every claim
8 any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the first GBP100 of every claim
9 <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	a for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b for loss or damage caused by faulty or unsuitable materials or design or poor workmanship c for loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law d for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, structural alterations, extensions or demolition e for loss or damage by coastal or river bank erosion e the first GBP1000 of every claim
10 falling trees, telegraph poles or lamp-posts	a the first GBP100 of every claim b for loss or damage caused by trees being cut down or cut back within the <b>premises</b>



## Section Two - **Contents** (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers	<b>We will not pay</b>
<p>A <b>accidental damage</b> to televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment all situated within the <b>home</b> including <b>Smart Home technology</b></p>	<p>a the first GBP100 of every claim</p> <p>b for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling the item</p> <p>c for damage to removable data storage media, including tapes, records, cassettes, discs, memory cards and sticks, computer and console games or computer software</p> <p>c for mechanical or electrical faults or breakdown</p>
<p>B accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>sanitary ware</b></li> </ul> <p>forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	<p>a the first GBP100 of every claim</p> <p>b for the cost of repairing, removing or replacing frames</p>
<p>C the <b>contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>i any of the events insured under numbers 1-10 in section two while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any <b>buildings</b> where <b>you</b> are living or working</li> <li>• in any <b>building</b> for valuation, cleaning or repair</li> <li>• in any storage facility</li> <li>• in any bank or safe deposit</li> </ul> <p>ii fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or storage facility</p>	<p>a the first GBP100 of every claim</p> <p>b for <b>contents</b> outside the <b>United Kingdom</b></p> <p>c for <b>money</b> or <b>bank cards</b></p> <p>d any amount over 20% of the sum insured under section two for <b>contents</b> in a storage facility</p>
<p>D up to twelve (12) months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p>
<p>E costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p>





## Section Two - **Contents** (continued)

What is covered under this section	What is not covered under this section
This section of the insurance also covers	<b>We will not pay</b>
F If <b>you</b> are a tenant, <b>your</b> legal responsibility for loss or <b>damage</b> to the <b>buildings</b> caused by one of the causes listed under 1 to 9 of this section (section two)	<ul style="list-style-type: none"> <li>a the first GBP100 of every claim</li> <li>b any amount over 10% of the amount insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</li> <li>c for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings</li> <li>d for loss or damage arising from <b>subsidence, heave or landslip</b></li> <li>e for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</li> <li>f for loss or damage while the <b>buildings</b> are insufficiently furnished for day to day living, or <b>unoccupied</b> for more than thirty (30) consecutive days</li> </ul>
G the cost of repairing <b>accidental damage</b> to <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> which <b>you</b> are legally liable for as tenant only	the first GBP100 of every claim
H fatal injury to <b>you</b> , happening at the <b>premises</b> , caused by physical violence by intruders or by fire, provided that death ensues within twelve (12) months of such injury, for the following amounts: <ul style="list-style-type: none"> <li>• GBP10,000 for each insured person over sixteen (16) years of age,</li> <li>• GBP5,000 for each insured person under sixteen (16) years of age,</li> </ul> at the time of death	
I costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys	any amount over GBP500 in any <b>period of insurance</b>
J increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to a claim accepted by <b>us</b> under number four (4) of section two	more than GBP1,000 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than GBP1,000 in total



## Section Two - **Contents** (continued)

<b>Accidental damage to contents</b> The following applies only if the <b>schedule</b> shows that <b>accidental damage to contents</b> is included.	
What is covered under this section	What is not covered under this section
This extension covers	<b>We will not pay</b>
<b>accidental damage to the contents within the home</b>	<ul style="list-style-type: none"> <li>a for the first GBP250 of every claim</li> <li>b for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section two</li> <li>c for loss or damage to <b>contents</b> within garages and outbuildings</li> <li>d for damage while the <b>home</b> is lent, let or sub let</li> <li>e for damage to <b>money, bank cards</b>, documents or stamps</li> <li>f any amount over GBP5,000 in total for porcelain, china, glass and other brittle articles</li> <li>g for damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon</li> <li>h for damage caused by chewing, tearing, scratching or fouling by animals, or damage caused by insects, vermin or infestation</li> <li>i for damage caused by faulty design or unsuitable materials specification, workmanship or materials</li> <li>j for damage caused by dryness, dampness, wet or dry rot, mould or frost, or extremes of temperature and exposure to light</li> <li>k for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>l any mechanical breakdown or malfunctioning of an article</li> </ul>



## Conditions that apply to section two (**contents**) only

### Settling claims

#### How we deal with your claim

- 1 If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes; or
- pedal cycles

where **we** will take off an amount for depreciation in value.

- 2 **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### Your amount insured

- 3 **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 4 If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** amount insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** amount insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

#### Limit of insurance

**We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.



## Section Three - Accidents to Domestic Staff

This section applies only if the **contents** are insured under section two.

What is covered under this section	What is not covered under this section
<b>We</b> will pay for <b>your</b> legal liability	<b>We</b> will not pay for <b>your</b> legal liability
for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing in advance, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	for <b>bodily injury</b> arising directly or indirectly <ul style="list-style-type: none"><li>• from the use of any vehicle outside the <b>premises</b></li><li>• from any vehicle used for racing, pacemaking or speed testing</li><li>• from any communicable disease or condition</li><li>• in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b></li><li>• from any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Act Amendment 1997, The Control of Dogs (Scotland) Act 2010 or any amending legislation</li></ul>

### Limit of insurance

**We** will not pay more than **GBP5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing in advance.



## Section Four – Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A i below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A i and Part A ii below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i and Part A ii below.

What is covered under this section	What is not covered under this section
<b>We will pay for your legal liability</b>	<b>We will not pay for your legal liability</b>
<p>i as owner or occupier up to the sums insured stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p> <p>OR</p> <p>ii as a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b></p>	<p>a for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is employed by <b>you</b></li> </ul> <p>b for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c arising out of any criminal or violent act to another person or property</p> <p>d for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>e in Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the <b>period of insurance</b></p> <p>f arising directly or indirectly out of any profession, occupation, business or employment or <b>yours</b></p> <p>g which is <b>your</b> legal liability by having entered into a contract and which would not otherwise be covered</p> <p>h arising out of <b>your</b> ownership, possession or use of:</p> <p>i any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• domestic pedestrian controlled gardening equipment</li> </ul> <p>ii any power-operated lift other than stairlifts</p> <p>iii any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or The Control of Dogs (Scotland) Act 2010 or any amending legislation</p>



## Section Four – Legal Liability to the Public (continued)

	<p>i in respect of any kind of pollution and/or contamination unless it is:</p> <ul style="list-style-type: none"> <li>caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>reported to <b>us</b> not later than thirty (30) days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p>
Part B	
What is covered under this section	What is not covered under this section
<b>We will pay for</b>	<b>We will not pay</b>
<p>amounts which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li>Part A(ii) of this section would have paid on <b>your</b> behalf had the award been made against <b>you</b> rather than to <b>you</b></li> <li>there is no appeal pending</li> <li><b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment</li> </ul>	for any amount in excess of GBP100,000
Part C	
What is covered under this section	What is not covered
<b>We will pay for</b>	<b>We will not pay</b>
any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<ul style="list-style-type: none"> <li>for the cost of repairing any fault or alleged fault</li> </ul>

### Limit of insurance

#### **We will not pay**

- more than **GBP2,000,000** in all, in respect of pollution and/or contamination.
- in respect of other liability covered under section four - more than **GBP2,000,000** in all for Part A and C, and **GBP100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing in advance.



## Section Five – Fine art, valuables and personal possessions

What is covered under this section	What is not covered under this section
This insurance covers	<b>We</b> will not pay
<b>Fine art, valuables</b> and <b>personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage within the geographical limits shown in the <b>schedule</b>	<ul style="list-style-type: none"> <li>a for damage caused by moth or vermin</li> <li>b for damage caused directly or indirectly by electrical or mechanical faults or breakdown</li> <li>c any amount over GBP5,000 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b></li> <li>d for loss or damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon</li> <li>e for damage to guns caused by rusting or bursting of barrels</li> <li>f for breakage of any sports equipment whilst in use</li> <li>g for theft or disappearance of jewellery and watches from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision</li> <li>h for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the <b>schedule</b></li> <li>i any amount over GBP1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without someone authorised by <b>you</b> being inside the vehicle</li> <li>j any amount over GBP2,500 in total in respect of theft or disappearance of jewellery and watches from hotel or motel rooms during <b>your</b> absence from such rooms</li> <li>k the first GBP100 of every claim in respect of unspecified items</li> <li>l for theft or disappearance of jewellery and watches from your home unless kept permanently in a locked, <b>approved safe</b> when not being worn</li> </ul>

### Conditions that apply to section five (**fine art, valuables** and **personal possessions**) only

#### How we deal with your claim

- 1 **We** will at **our** option repair, replace or pay for any article lost or damaged.
- 2 If any insured item which is part of a pair or set and has an insured value of GBP2,500 or over:
  - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set
  - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

#### Under Insurance

- 3 **You** are under insured if the total value of unspecified items at the time of the loss or damage is more than **your** amount insured for such items, then **we** will only pay for a proportion of the claim.  
For example if your amount insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

#### Limit of insurance

**We** will not pay more than the amount(s) insured shown in the **schedule**.



## Section Six – Domestic freezer cover

The following cover applies only if the <b>schedule</b> shows that it is included.	
What is covered under this section	What is not covered under this section
Section two of this contract of insurance extends to cover	<b>We</b> will not pay
the cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<ul style="list-style-type: none"><li>a for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply</li><li>b for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action</li></ul>

### Limit of insurance

**We** will not pay more than the amount insured shown in the **schedule**.





## Section Seven – Pedal cycle cover

The following cover applies only if the <b>schedule</b> shows that it is included.	
What is covered under this section	What is not covered under this section
Section two of this insurance extends to cover the following	<b>We will not pay</b>
the cost of repairing or replacing <b>your</b> pedal cycles following: <ul style="list-style-type: none"><li>• theft or attempted theft</li><li>• <b>accidental damage</b></li></ul> occurring during the <b>period of insurance</b> anywhere in the <b>United Kingdom</b>	<p>a for loss or damage to:</p> <ul style="list-style-type: none"><li>• tyres,</li><li>• lamps,</li><li>• accessories,</li></ul> <p>unless the cycle is stolen or damaged at the same time</p> <p>b for damage from mechanical or electrical faults or breakdown</p> <p>c for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>d to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</p>

### Limit of insurance

**We** will not pay more than the amount insured shown in the **schedule**.



## Section Eight – Money and bank card cover

The following cover applies only if the <b>schedule</b> shows that it is included.	
What is covered under this section	What is not covered under this section
<p>Section five of this insurance extends to cover the following</p> <ul style="list-style-type: none"> <li>theft or accidental loss of <b>money</b></li> <li>any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your bank card(s)</b> during the <b>period of insurance</b></li> </ul> <p>within the geographical limits shown in the <b>schedule</b>, provided that</p> <ul style="list-style-type: none"> <li>within twenty four (24) hours of <b>your</b> discovering any such loss or theft, <b>you</b> have notified the police or border authorities and, in the case of <b>bank card(s)</b>, the card issuing company; and</li> <li><b>you</b> have complied with all other conditions of <b>your bank card(s)</b> provider regarding loss and/or cancellation</li> </ul>	<p><b>We</b> will not pay</p> <ul style="list-style-type: none"> <li>a the first GBP100 of every claim</li> <li>b to make up any shortages due to error or omission (for example, loss of money due to the malfunction of a cash machine)</li> <li>c for loss of value</li> </ul>

### Limit of insurance

**We** will not pay more than the amount(s) insured shown in the **schedule**.



## General exclusions applicable to the whole of this Insurance

### a **Nuclear reaction, nuclear radiation or radioactive contamination**

**We** will not pay for

- 1 Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
- 2 Any legal liability of whatsoever nature, or death or injury to any person directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

### b **War**

**We** will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### c **Existing and Deliberate Damage**

**We** will not pay for loss or damage:

- Occurring before or arising from an event before the beginning of the **period of insurance**.
- Caused deliberately by **you** or any permanent member of **your home**.

### d **Indirect Loss or Damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

### e **Cyber**

**We** will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by, or arising from electronic means or devices. Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

### f **Biological and Chemical Contamination**

**We** will not pay for

- 1 loss or damage to any property whatsoever, or any loss or expenses whatsoever;
- 2 any legal liability of whatsoever nature;
- 3 death or injury to any person;  
directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;
  - terrorism; and/or
  - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;  
in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### g **Loss of value**

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

### h **Wear and Tear**

**We** will not pay for loss or damage caused by wear and tear or any other gradually operating cause (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).



## General exclusions applicable to the whole of this Insurance (continued)

### i **Other insurance**

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance. However, if the other insurance has a higher excess, **we** will pay the difference between the **excess** on this insurance and the **excess** of the other insurance.

This clause does not apply to fatal injury (section two-H).



## How to make a claim

### Things you must do

**You** must comply with the following conditions. If **you** fail to do so, **we** may not pay your claim, or any payment could be reduced.

- 1 **You** must notify **your broker** as soon as possible giving full details of what has happened.
- 2 **You** must provide **your broker** with any other information **we** may require.
- 3 **You** must forward to **your broker** as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- 4 **You** must inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 5 **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- 6 **You** must take all reasonable care to limit any loss, damage or injury.
- 7 **You** must provide **us** with reasonable evidence of value or age (or both) for all items with a value of more than GBP5,000 involved in a claim.
- 8 **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless we agree with **you** in writing in advance to do so.

Details of how **we** will deal with **your** claim can be found at the end of each section of cover.

### Defence of claims

**We** may, at our discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this contract of insurance.

### Fraudulent claims

- 1 If **you** make a fraudulent claim under this insurance, **we**:
  - a) Are not liable to pay the claim; and
  - b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
  - c) May by notice to **you** treat this insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under 1. c) above:
  - a) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b) **We** need not return any of the premiums paid.

### Broker Contact Details

To submit an insurance claim, **our** contact details are

**Anthony Wakefield & Company Limited** at:

**South House, 21 - 37 South Street, Dorking, Surrey, RH4 2JZ**

Tel: **01306 740 555**

Email: **aw@anthonywakefield.com**

Website: **www.anthonywakefield.com/ customer-care-and-help**



## How to make a complaint

### Complaints

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

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to either **us** or the Complaints team at Lloyd's

**Our** address is

#### **Complaints**

**AXIS Managing Agency Limited**  
**52 Lime Street, London EC3M 7AF**

Tel: **020 7050 9000**

Fax: **020 7050 9001**

E-mail: **complaints@axiscapital.com**

The address of the Complaints team at Lloyd's is:

#### **Complaints**

##### **Lloyd's**

**One Lime Street, London EC3M 7HA**

Tel: **020 7327 5693**

Fax: **020 7327 5225**

E-mail: **complaints@lloyds.com**

Website: **www.lloyds.com/complaints**

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from **www.lloyds.com/complaints**. Alternatively, **you** can ask Lloyd's for a copy of this leaflet using the contact details shown above.

If **you** are dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer it to an alternative dispute resolution body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

#### **The Financial Ombudsman Service**

**Exchange Tower, London**  
**E14 9SR**

Tel: **0800 023 4567** (calls to this number are free from "fixed lines" in the UK)

Tel: **0300 123 9123** (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: **complaint.info@financial-ombudsman.org.uk**

If **you** live in the Channel Islands, the contact information is:

#### **Channel Islands Financial Ombudsman**

**PO Box 114**

**Jersey**

**Channel Islands**

**JE4 9QG.**

Tel: **Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.**

Fax: **+44 1534 747629**

Email: **enquiries@ci-fo.org**

Website: **www.ci-fo.org**

If **you** purchased this insurance online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: **http://ec.europa.eu/odr**

This complaints procedure does not affect **your** right to take legal action.



## Compensation

**We** are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available by visiting their website.

**Financial Services Compensation Scheme PO Box 300, Mitcheldean GL17 1DY**

Tel: **0800 678 1000**

International calls **+44 207 741 4100**

Website: **www.fscs.org.uk**

## Data Protection Notice

For the purposes of this Notice, **We/Us/Our** includes certain **Underwriters** at Lloyd's, the **Coverholder Anthony Wakefield & Company Limited** and any agents. **You/Your** includes the **Insured**, and anyone who provides data to the **Coverholder**, or who is or becomes insured by **Us** under a contract of insurance (the **Policy**).

The security of data is very important to **Us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including **Personal** information) about any person insured under the **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary **Personal** data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which **You** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as **Family**, friends or other associates, must be with their permission. It is **Your** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the policy, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact **Anthony Wakefield & Company Limited** at:

**South House, 21 - 37 South Street, Dorking, Surrey, RH4 2JZ**

Tel: **01306 740 555**

Email: **aw@anthonywakefield.com**

Website: **www.anthonywakefield.com**

For information relating to the Underwriters, please contact:

**The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF**

Email: **dpo@axiscapital.com**

Phone: **0207 877 3907**

If **You** are/is not satisfied with the way in which any **Personal** data has been managed, **You** may complain to the Information Commissioner's Office at:

**Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom**

Tel: **0303 123 1113** (local rate)  
or **01625 545 745** (national rate)

Email: **casework@ico.org.uk**

Website: **www.ico.org.uk**



## Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.





## Endorsements

### THE FOLLOWING CLAUSES APPLY ONLY IF THEY ARE STATED IN THE SCHEDULE

#### 1 Hotel and motel clause

This clause overrides exclusion (j) of section five (**Fine art, valuables and personal possessions**).

This insurance does not cover theft or disappearance of jewellery and watches from hotel or motel rooms during **your** absence from such rooms.

#### 2 Alarm clause

This insurance does not cover theft:

- when the **premises** are left unattended; or
- at night,

unless:

(a) at all such times the intruder alarm has been put into full and effective operation, and

(b) the intruder alarm is kept in good working order at all times throughout the **period of insurance** under a maintenance contract with the installing company who is a member of a recognised trade body.

#### 3 Safe clause (limited)

This insurance does not cover theft from the **home** of individual jewellery items or watches listed in the **schedule** (or specification(s) attached):

- when the **premises** are left unattended; or
- at night,

unless those individual jewellery items or watches are kept in a locked **approved safe**.

#### 4 Safe clause (full)

This insurance does not cover theft of jewellery and watches from the **home** unless the jewellery and watches are kept in a locked **approved safe** whilst not being worn.

#### 5 Keys clause

This insurance does not cover theft of jewellery and watches from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the premises.

#### 6 Musical instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

#### 7 Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

#### 8 Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

#### 9 Minimum security clause

This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted.

External Doors:	Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.
Patio Doors:	In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.
Windows:	Key operated security locks to all ground floor and other accessible windows.



## Endorsements - (continued)

### 10 **Subsidence, heave or landslip** exclusion clause

**Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** as shown in number 9 of sections one and two is not covered by this insurance.

### 11 **Flood** exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by **flood** other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

### 12 Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

### 13 Index-linking clause

The amounts insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new amounts insured.

For **your** protection should the index fall below zero **we** will not reduce the amount insured.

### 14 Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

### 15 Thatch clause

It is **your** duty to ensure that:

- where it is within **your** control **you** do not allow any bonfires/incinerators to be lit within fifty (50) metres of the **premises**;
- all old thatch and thatching is burnt at a distance of more than fifty (50) metres from the **premises**;
- no naked flames or tools producing naked flames are present in the attic or loft space at any time;
- two fire extinguishers are kept in the **home** and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If **you** fail to comply with the above duties this insurance may become invalid in respect of loss or damage caused by fire.

### 16 **Your** bank's or building society's interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

### 17 Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will not pay a claim in respect of loss or damage resulting from unauthorised entry.



## Endorsements - (continued)

### 18 Unattended vehicles clause

This clause overrides exclusion (k) of section five (**Fine art, valuables** and **personal possessions**).

This insurance does not cover theft or disappearance of property from any vehicle when such a vehicle is left unattended without someone authorised by **you** being inside the vehicle.

### 19 Unoccupancy clause

If **you** leave the **home unoccupied** for more than thirty (30) consecutive days **we** will not pay

(a) the first GBP250 of each and every claim

(b) for loss or damage caused by theft or attempted theft or malicious acts to:

- **money** and **bank cards**;
- **valuables**;
- televisions, radios, gaming consoles, DVD players, **home** computers, and all other audio and video equipment.

(c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless the water has been turned off at the point of supply to the **buildings**.

### 20 Chimney Clause

It is **your** duty to ensure that:

- all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within thirty (30) days of the inception date of this insurance or not more than six (6) months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals;
- **you** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of eighteen (18) months. **You** will have to produce them for **our** inspection if **we** ask for them;
- for the purposes of this insurance “professionally” will refer to an individual or company who are members of a recognised trade body.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

### 21 Flat Roof Endorsement

It is your **duty** to ensure that under this insurance any areas of flat roof(s) are checked at **your** own expense at least every five (5) years by an individual or company who are members of a recognised trade body and any faults rectified.



In this contract of insurance, **our** syndicate numbers and proportions are from shown in the table below. **We** bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and our Executors and Administrators) is liable only for **our** own share of our syndicate's proportion of the risk.

**You** or **your** representative can obtain the name of each of **us** and **our** respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Our** Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

Table showing Lloyd's Syndicate numbers and proportions

AXIS Managing Agency Ltd (Lloyd's Syndicate 1686)
100.00%



**Anthony Wakefield & Company**  
*Fine Art & General Insurance Brokers*

**LLOYD'S**





[www.smarthome2insure.com](http://www.smarthome2insure.com)

01306 740555



**Anthony Wakefield & Company**  
*Fine Art & General Insurance Brokers*

**LLOYD'S**

Commercial, Household and Specialist Policies Including Antique Dealers and Collectors  
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