

SAGIC's profits support the work of The Salvation Army

IMPORTANT NOTICE - COOLING OFF PERIOD

This Policy is subject to a 'cooling-off' period. Under this, if **you** decide within 14 days of receiving the Policy that **you** do not wish to continue with the insurance, **you** may cancel **your** cover within this period and get all **your** money back as long as **you** have not made any claims.

Please read **your** Policy carefully as soon as possible so that **you** can satisfy yourself that it meets **your** requirements before the end of the cooling-off period.

Page 1 of 27 SAGIC/CNO HHPOL 0121

WELCOME TO SAGIC

Thank **you** for choosing SAGIC for **your home** insurance and I hope that **you** will be happy with **your** Policy and the reassurance it provides.

SAGIC is wholly owned by The Salvation Army and all profits are returned to them to support their charitable activities.

Your policy is made up of this booklet and **your** schedule which details the sections of cover **you** have chosen. Please keep these documents in a safe place so that **you** may refer to them if **you** ever need to make a **claim**. The sections and levels of cover provided under this policy are based upon information provided by **you** to **us** therefore please check the schedule to ensure that the cover meets **your** needs.

Gordon Dewar Managing Director

The Salvation Army General Insurance Corporation Limited

YOUR 'HOUSE AND HOME' INSURANCE POLICY

This is *your* insurance Policy setting out the terms of the contract *you* have made with The Salvation Army General Insurance Corporation Limited, known as SAGIC, and the other insurers as named in the Policy, for the *period of insurance* stated in *your* insurance schedule. When *your* Policy falls due for renewal and *you* decide to renew the insurance with *us*, *you* will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold italic print.

This Policy wording provides details of all of the cover that is available. **Your** Schedule sets out the Sections of the Policy that **you** have decided to purchase and, where applicable, the items insured, sums insured, limits, **excesses**, etc. **You** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or **you** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact **us** immediately.

The 'GENERAL CONDITIONS' and 'EXCLUSIONS', which apply to the whole Policy, are very important and should be given close attention.

The Application and the Declaration completed by **you** and all the information **you** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to **you** in the form of a Statement of Fact for **you** to check.

It is important that the information contained in the Statement of Fact is correct as this may affect **your** cover, if **you** wish to change anything **you** must contact **us** immediately.

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the Policy cover for those Sections shown in **your** Schedule.

LAYOUT OF YOUR POLICY

It is important that *you* know how to make a complaint or *claim* under *your* House and *Home* insurance so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the Policy booklet.

General Exclusions and **General Conditions** are a very important part of the contract, so to enable *you* to find them easily, appear next in the Policy booklet. These exclusions and conditions apply to the whole Policy.

Next, **we** set out the insurance coverage available under the Policy. **Your** insurance schedule sets out the details of which sections of the Policy **you** have purchased and so apply to **your home**.

Finally, **we** know that a **claim** does not only affect **us**, but also causes **you** inconvenience and distress so **we** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of *your* Policy is shown under the heading *contents* overleaf.

CONTENTS

YOUR 'HOUSE AND HOME' INSURANCE POLICY	2
LAYOUT OF <i>YOUR</i> POLICY	3
THE INSURER	4
DATA PRIVACY NOTICE	4
USEFUL CONTACTS	4
LIST OF DEFINITIONS	6
COMPLAINTS PROCEDURES	8
THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)	9
CLAIMS PROCEDURES	9
CLAIMS GUARANTEE	9
GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY	10
GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THE POLICY	12
SECTION 1 – BUILDINGS	14
ACCIDENTAL DAMAGE (optional)	16
SECTION 1a - PROPERTY OWNERS LIABILITY	17
SECTION 2 – CONTENTS	17
ACCIDENTAL DAMAGE (optional)	20
SECTION 2a – OCCUPIERS' & PERSONAL LIABILITY, ACCIDENTS TO DOMESTIC EMPLOYEES	21
OPTIONAL EXTENSIONS	23
SECTION 3 – PERSONAL POSSESSIONS IN & AWAY FROM THE HOME	23
SECTION 4 – PERSONAL MONEY AND CREDIT CARDS	23
SECTION 5 – FREEZER FOODS	24
SECTION 6 – PEDAL CYCLES	24
ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS	24

THE INSURER

You have purchased this Policy from Choice Insurance Agency and all sections are underwritten by SAGIC:-

The Salvation Army General Insurance Corporation Limited Saxon House, 27 Duke Street, Chelmsford, CM1 2HT (Registered No 101704 England)

Tel: 0300 030 1865 Fax: 0300 030 1866

www.sagic.co.uk

SAGIC are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority and *you* can check their status on the FCA Register, in the following ways:

On the FCA website at www.fca.org.uk/register/
By telephoning the FCA Consumer Helpline on 0800 111 6768
By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

SAGIC are members of:

Financial Ombudsman Service
Financial Services Compensation Scheme
Association of British Insurers

DATA PRIVACY NOTICE

At SAGIC **we** recognise **our** responsibility to treat **your** personal information with care and to comply with all relevant legislation. For all personal information held about **you we** are classed as the data controller, **we** will process this information as necessary for performance of **our** contact of insurance with **you**; when it is in **our** legitimate interests to do so; and when **we** are obliged by law to do so.

To assist in administration of *your* Policy data may be passed to other parties including Brokers, Reinsurers, Loss Adjusters, Service Providers, Regulators, Police/Government/Fraud Prevention Agencies. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

We may also record telephone calls to help us monitor and improve the services **we** provide, full details of how **we** use **your** data and **your** rights please see:

https://www.sagic.co.uk/privacy-policy

USEFUL CONTACTS

The following information is supplied to enable *you* to contact the right person in *our* organisation quickly.

Alterations to or questions concerning your Policy:

To amend *your* Policy or ask a question about it, please contact *your* insurance broker in the first instance.

You can also contact the Choice Insurance Agency Customer Services Team by:

Post: Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE

Email: info@ChoiceInsuranceAgency.com

Phone: 01702 411 200

Claims under all Sections of this Policy:

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy, please contact the SAGIC **Claims** Line on **our** Lo-call number: (for the cost of a local call from any UK landline or free in some call plans):

SAGIC CUSTOMER SERVICES: 0300 030 1865

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for **claims** under Sections 1 and 2 of the Policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent **claim** or querying the status of a **claim** or if the **claim** falls under any Policy Section other than 1 or 2.

Page 5 of 27 SAGIC/CNO HHPOL 0121

LIST OF DEFINITIONS

These definitions appear in bold italic text throughout the Policy.

ACCIDENTAL DAMAGE	Sudden, unintentional and unexpected physical breakage or damage that can be
	seen.
BODILY INJURY	Death, illness, injury or disease.
BUILDING/BUILDINGS	Your home including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, gates and fences, septic tanks, oil tanks, sunken swimming pools, fishponds and ornamental ponds and hard tennis courts, on the site of your home .
BUSINESS EQUIPMENT	Computer and office equipment (excluding data) used solely for clerical business but excluding mobile telephones and tablet computers.
CLAIM	A single loss or series of losses arising from one event for which cover is provided by this Policy.
CONTENTS	 Household goods, furniture, furnishings and personal effects in your home, including personal effects of visitors to your home, and interior decorations belonging to or the responsibility of you or any member of your household, subject to the following exclusions: (a) Any fixtures or fittings belonging to the landlord. (b) Any fixtures or fittings which are attached to the building in a permanent way such as fitted kitchen furniture, bathroom fittings and fitted bedroom furniture. (c) Domestic animals and fish. (d) Motor vehicles, trailers, their parts or accessories including car keys. (e) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof. (f) Boats and other watercraft, surfboards, hovercrafts, aircraft and the contents thereof. (g) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind. (h) Any property used by you for business or professional purposes (except as defined by Business Equipment).

When the *buildings* belong to a landlord and *you* are responsible for damage to fixtures and fittings under *your* tenancy agreement, such fixtures and fittings are understood to be *contents* but *you* must include them when calculating *your* sum insured.

COSTS AND EXPENSES	(a) Legal costs and expenses recoverable from you by any claimant.(b) Defence costs and expenses incurred with our written consent.
CHOICE INSURANCE AGENCY	The company who have been authorised by SAGIC to transact insurance business on their behalf. <i>Choice Insurance Agency</i> Ltd. are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 300183.
DOMESTIC EMPLOYEE	A person employed by a member of the <i>household</i> to solely carry out domestic duties for the <i>household</i> .
EXCESS/EXCESSES	The amount of the <i>claim</i> for which <i>you</i> are responsible.
FEES	The <i>fees</i> of architects, surveyors and other professionals that <i>you</i> incur in connection with the repair of damage to the <i>buildings</i> . <i>Our</i> prior permission is required before such <i>fees</i> are incurred. <i>Fees</i> that <i>you</i> have to pay in connection with the preparation of <i>your claim</i> are not covered.
НОМЕ	The private dwelling and its outbuildings used solely for domestic purposes, at the Risk Address as shown in <i>your</i> Schedule.
HOUSEHOLD	You , your spouse or partner, relatives and any other person permanently living in the home but not any lodger, tenant or paying guest.

Page 6 of 27 SAGIC/CNO HHPOL 0121

LOCAL AUTHORITY REQUIREMENTS	The additional costs you have to pay to repair damage due to the need to comply with any Government or Local Authority requirements or regulations, but excluding any costs relating to requirements or regulations which were notified to you before the loss or damage occurred.
MOTOR VEHICLE	 Any electrically or mechanically propelled vehicle for adults or children. <i>Motor vehicle</i> does not include any: (a) vehicle used only as domestic gardening equipment within the <i>home's</i> boundaries. (b) vehicle designed to help disabled people provided the vehicle is not required to be registered for road use. (c) battery operated golf cart or trolley. (d) pedestrian controlled toy or model.
MONEY	Cash, bank and currency notes, cheques, <i>money</i> and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any money, as defined, relating to <i>your</i> business is not covered.
PERIOD OF INSURANCE	The period shown on $\it your$ schedule for which $\it we$ agree to accept and $\it you$ have paid the premium.
PERSONAL POSSESSIONS	Personal possessions include the following items which may be taken out of the home: Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, spectacles, contact lenses, coins, medals, stamps, sports equipment and electrical items taken out of the home including portable games consoles, laptops, notepad computers, e-readers, satellite navigation, MP3 players, mobile phones, hearing aids. Subject to the following exclusions: (a) Money and credit cards (b) Drones
REMOVAL OF DEBRIS	The cost of removing debris, demolishing, propping or shoring up parts of the buildings which have been damaged. Our prior consent is required except where immediate action is needed in the interest of public safety.
TERRITORIAL LIMITS	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
TERRORISM	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
UNOCCUPIED	Not lived in by <i>you</i> , any member of <i>your household</i> or any other person who has <i>your</i> permission.
	It is accepted by <i>us</i> that <i>your home</i> will be <i>unoccupied</i> at certain times when <i>you</i> are away on holiday. <i>We</i> agree that <i>we</i> shall not regard <i>your home</i> as being <i>unoccupied</i> at these times, subject to such holiday periods not amounting to more than 30 days in any <i>period of insurance</i> . If the holiday period is likely to exceed 30 days, <i>you</i> must contact <i>us</i> as soon as <i>you</i> know.
VALUABLES	Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, spectacles, contact lenses, coins, medals and stamps
WE/US/OUR	The Salvation Army General Insurance Corporation Limited (SAGIC).
WL/03/OOK	, , ,

Page 7 of 27 SAGIC/CNO HHPOL 0121

COMPLAINTS PROCEDURES

The complaints procedures apply to all Sections of the Policy underwritten by SAGIC

SAGIC greatly values its customers and aims to provide excellent products and services.

We are committed to treating our customers fairly and use a friendly approach in all communications with clients. However, **we** recognise that sometimes circumstances may arise where **you** feel **you** have cause for complaint.

We always do our best to resolve complaints as quickly, thoroughly and fairly as possible. This document explains how **we** respond to **your** complaint and what **you** can expect if **you** complain.

How to make a complaint

If **you** have purchased **your** policy from a broker, please initially submit **your** complaint to them. Alternatively, if **you** have purchased this policy directly from SAGIC, then please contact **us** and tell **us**:

- Your name, address and contact details
- Your policy details (if applicable)
- Details of what has gone wrong and when it happened

You can contact us by:

Telephone: 0300 030 1865

Email: complaints@sagic.co.uk
Post: The Complaints Department,

The Salvation Army General Insurance Corporation Limited, Saxon House, 27 Duke Street, Chelmsford, CM1 1HT

Our Complaints Handling Process

We aim to resolve complaints as quickly as possible and within 3 working days of receiving **your** complaint. If **your** complaint is resolved within 3 days, **we** will send **you** a Summary Resolution Communication that includes contact details for the Financial Ombudsman Service (FOS). If **you** are dissatisfied with **our** response, **you** can refer **your** complaint to the FOS within six months from the date of the Summary Resolution Communication.

However, some complaints are more complex and may require more time to investigate and resolve. If this is the case, **we** will write to **you** within 5 working days of receiving your complaint, summarising the complaint to ensure **we** have understood it correctly. **We** will also provide **you** with copy of this document, 'Making A Complaint'.

We will keep **you** updated throughout **our** investigation into **your** complaint and will write to **you** after 4 weeks if **we** are still investigating **your** complaint.

When **we** have completed **our** investigation, **we** will write to **you** within eight weeks and provide **you** with a Final Response, or a response that explains any further delay in investigating the complaint, and why **we** are unable to provide a final response at this stage. If **you** are not satisfied with **our** response, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** have six months to do this from the date of our Final Response or **our** response that explains further delay with the investigation. **We** will provide **you** with a FOS leaflet or link to the online version of the leaflet at this stage of the process.

The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service is a free, independent service for resolving disputes between customers and financial services institutions.

Contact details:

Telephone: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay *claims*.

If one of the insurers on this Policy fails in this way, you may be entitled to compensation from FSCS.

The FSCS protection for insurance *claims* is 90% of the *claim* with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100, Fax: 020 7892 7301

Email: enquiries@fscs.co.uk Website: www.fscs.org.uk

CLAIMS PROCEDURES (see also General Condition 8 on Page 12)

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy, please contact the SAGIC **Claims** department:

Phone: 0300 030 1865 - Lo-call number (for the cost of a local call from any UK landline or free in some call plans)

Email claims@sagic.co.uk

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for **claims** under Sections 1 and 2 of the Policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if *you* are advising a non-urgent *claim* or querying the status of a *claim* or if the *claim* falls under any Policy Section other than 1 or 2.

Set out below are *your* and *our* responsibility in connection with *claims* under this Policy.

YOUR RESPONSIBILITIES IN RESPECT OF **CLAIMS** INVOLVING LOSS OF OR DAMAGE TO **YOUR** PROPERTY AS INSURED BY SECTIONS 1, 2, 3, 4, 5 or 6.

- 1. Give immediate notification to the police if the *claim* involves property that is lost, stolen, damaged maliciously or damaged by rioters.
- 2. Report the *claim* to *us* as soon as practicable and in any event within 31 days of the occurrence.
- 3. Provide all information and assistance that **we** may reasonably require without delay, including access to the site of the incident to enable **us** to deal with **your claim**.
- 4. Take all reasonable steps to recover any lost or stolen property and advise *us* as soon as practicable of any such property that is returned to *you*.
- 5. At *your* expense provide *us* with estimates, proof of ownership and/or of value to support *your claim*.
- 6. Not abandon any property to us.
- 7. Allow *us* to take over and conduct in *your* name the defence or settlement of any *claim* or prosecute in *your* name for *our* benefit any *claim* against another party for indemnity or damages or otherwise.
- 8. Do not dispose of any damaged property without gaining *our* prior approval.

YOUR RESPONSIBILITIES IN RESPECT OF **CLAIMS** BEING MADE AGAINST **YOU** FOR **YOUR** LEGAL LIABILITY AS INSURED UNDER SECTIONS 1a or 2a

You must:

- 1. Notify *us* immediately if someone is making a *claim* against *you*.
- 2. Not make any promise to pay or any admission of liability.
- 3. Send any letter or document to *us* unanswered.

CLAIMS GUARANTEE

Following a *claim*, any permanent work carried out by a supplier provided by SAGIC is guaranteed for 1 year from completion of the work.

GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

This Policy does not cover:

1. ASBESTOS

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

2. BREAKDOWN

Mechanical or electrical breakdown, fault or failure.

3. COMMUNICABLE DISEASES

The transmission by **you** or any member of **your** household of any human infectious or contagious diseases (either known/discovered or unknown/undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

4. COMPUTER FAILURE

Any *claim*, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is *your* property, to:

- (a) correctly recognise any date as its true calendar date
- (b) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- (c) capture, save, retain or correctly process any data as the result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss of or damage to **your** property specifically insured by the Policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to *Domestic Employees*.

5. CONFISCATION

Confiscation or requisition by order of any government or public body.

6. CONSEQUENTIAL LOSS

Consequential loss of any kind or description incurred by you or your household.

7. DELIBERATE DAMAGE

Any deliberate, malicious or wilful act by you or any member of your household.

8. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

9. POLLUTION OR CONTAMINATION

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

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

10. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

11. REDUCTION IN VALUE

Any reduction in value of the property insured following a *claim* settlement.

12. SONIC BANGS

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

13. TERRORISM

(a) In respect of Sections 1a (property owners' legal liability) and 2a (occupiers' personal and employers' legal liability):

Other than to any *domestic employee*, liability to third parties or any liability incurred by *you* for damages, *costs* and expenses directly or indirectly caused by, resulting from or in any connection with any act of *terrorism* or any action taken in controlling, preventing, suppressing or in any way relating to any act of *terrorism*,

(b) In respect of all other sections of the Policy

Any loss of or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:

- (i) Contamination or the threat of Contamination.
- (ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination.

regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

14. WAR RISKS

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

15. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

Page 11 of 27 SAGIC/CNO HHPOL 0121

GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

1. CANCELLATION

We may cancel this Policy by giving you 30 days notice and you may cancel the Policy by giving us 30 days notice of cancellation at any time.

If we decide to cancel, we will advise you in writing to your last known address and will return to you the unexpired portion of any premium paid.

If you cancel, you must advise us by post, fax or hand-delivered letter and you will be entitled to a return of premium based on *our* short period rates in force at the time of cancellation. However if *you* have made a *claim*, there will be no return of premium.

In the event that you pay your premiums by Direct Debit, if you cancel the Policy and your Direct Debit instructions in such a way that premium is still owing to us, you must pay us the outstanding balance as soon as possible as it forms part of your contract with us. Failure to do so may damage your credit rating and may necessitate the use of debt collection agencies on our behalf.

2. CHANGE IN CIRCUMSTANCES

You must tell us as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give us the right at our option to cancel your Policy from the date of the change. Details that must be advised to us include:-

- (a) if **you** change address
- (b) If *you* carry out any changes or alterations to *your* property (though not minor works or redecorations).
- (c) if *your home* is used for business purposes other than clerical work
- (d) if your home is let, sublet or used as a holiday home
- (e) if you or a member of your household are prosecuted for or convicted of any offence other than motoring offences
- (f) if you or a member of your household is declared bankrupt or subject to a CCJ
- (g) if your home becomes unoccupied

3. CLAIMS

In the event of a *claim you* must follow as far as is practicable the CLAIMS PROCEDURES set out on page 8. Failure to do so may result in your claim being rejected or reduced or we may cancel your Policy from the start of the current period of insurance.

4 CONTRACTS (RIGHTS OF THIRD PARTIES)

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

5. DUTY OF CARE

- **You** must: (a) do all that is reasonably possible to:
 - (i) protect the property insured
 - (ii) prevent, or reduce the extent of, damage
 - (iii) prevent accidents or bodily injury
 - (b) keep any property insured under this Policy in good condition

6. FRAUD

If any claim under this Policy involves fraud by you or anyone acting on your behalf, you shall not be entitled to any benefit under the Policy and all cover under the Policy shall cease.

7. GOVERNING LAW AND LANGUAGE

This Policy will be governed by English law unless you live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law. We will communicate with you in English at all times.

8. OTHER INSURANCE

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, our liability will be our rateable proportion of any claim.

9. SETS

If any undamaged item or part of item forming part of a set needs replacing following an insured event covered under this policy, we will contribute 50% of the costs of replacing the undamaged item or item forming part of a set.

10. FAIR REPRESENTATION

You have a duty to make to us a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

- (a) deliberate or reckless
 - i. in relation to an alteration made to this Policy, we may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
 - ii. in relation to inception or renewal of this Policy we may avoid this Policy and refuse all claims and retain any premiums paid; or
- (b) neither deliberate nor reckless
 - i. in relation to an alteration made to this Policy and we would not have agreed to the alteration on any terms, we may treat this Policy as if the alteration was never made; or
 - ii in relation to inception or renewal of this Policy and we would not have entered into this Policy on any terms, we may avoid this Policy and refuse all claims but will return any premiums paid; or
- (c) neither deliberate nor reckless
 - i. in relation to an alteration made to this Policy, and we would have agreed to the alteration but on different terms; or
 - ii. in relation to inception or renewal of this Policy, and we would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in us charging an increased premium on what was actually charged, we may reduce proportionately the amount to be paid on a claim. We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that we would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

11. DATA PROTECTION

All personal data provided by you will be treated by us as confidential and will not be disclosed to any third party without your consent unless permitted by law or as set out in our Data Protection & Privacy Policy, this will be supplied when you take out this policy or is available on request.

SECTION 1 – BUILDINGS

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for loss of or damage to buildings caused by	We do not pay for loss of or damage to buildings caused
an Insured Event 1. to 10. and Extensions 11-17 below:	by the following:
	(i) The <i>excess</i> detailed in <i>your</i> Schedule.
	(ii) The exclusions listed in this column.
1. Fire, Smoke, Explosion, Lightning and Earthquake	(i) Smoke damage by any gradually operating cause.
2. Storm or Flood.	(i) Damage to gates, fences or tennis courts.
	(ii) Damage caused by frost, subsidence, landslip of heave.
	(iii) Damage to oil or fuel tanks, hot tubs and swimming pools.
3. Riot, Civil Commotion, Strike, Labour or Political	(i) Damage occurring if <i>your home</i> is left <i>unoccupied</i>
Disturbance, Malicious Persons or Vandals	for more than 31 days.
	(ii) Malicious damage by any person lawfully in <i>your home</i>.
4. Subsidence or heave of the site beneath the buildings	(i) Damage to terraces, patios, drives, paths, garden
or Landslip causing the <i>buildings</i> or part of it to collapse.	walls, outdoor swimming pools, fishponds,
	ornamental ponds and tennis courts unless the
	foundations beneath the external walls of <i>your</i>
	home are damaged at the same time.(ii) Damage caused by the bedding down of new
	structures or settlement of newly made up ground.
	(iii) Damage to solid floor slabs or resulting from their
	movement, unless the foundations beneath the
	external walls of your home are damaged at the
	same time.
	(iv) Damage caused by coastal erosion.
	(v) Damage resulting from demolition or structural
	repairs or alterations to the buildings .
	(vi) Faulty workmanship or design or defective materials
	in the building .
	(vii) Damage to oil tanks.
5. Escape of water or oil from any fixed water or heating	(i) The repair of the part of the installation from which
installation or domestic appliance.	water or oil escapes.
	(ii) Damage occurring if your home is left unoccupied for more than 31 days.
	for more than 31 days.
6. Freezing of domestic water and heating installations	(i) Damage due to age, rust, corrosion, wear and tear.
resulting in damage thereto.	(ii) Damage due to poor insulation or lagging.
	(iii) Damage occurring if your home is left unoccupied for more than 31 days.
7. Theft or attempted theft	(i) Damage if <i>your home</i> is left <i>unoccupied</i> for more
•	than 31 days.
	(ii) Theft by a member of your household or a lodger,
	tenant or paying guest.
8. Impact involving an aircraft, aerial device or anything	(i) Damage caused by insects or by domestic pet
	owned <i>you</i> or anyone residing in <i>your home</i> .
by falling from them, or by a train, vehicle or animal.	, , ,

Page 14 of 27 SAGIC/CNO HHPOL 0121

- 10. Falling trees, branches, telegraph poles or lamp posts including the cost of removing any that cause damage to the *home*.
- (i) Damage to tennis courts.
- (ii) The cost of removal if buildings are not damaged at the same time.
- (iii) Damage due to tree felling, lopping or topping operations undertaken on the site of **your home**.

EXTENSIONS TO SECTION 1

WHAT IS ALSO COVERED WHAT IS NOT COVERED 11. Underground Pipes and Cables (i) Damage for which you are not legally responsible (ii) Wear, tear and gradual deterioration. Accidental damage to underground pipes and cables supplying the building but this cover is limited to (iii) Blockage by anything deliberately discharged into a £1,000.in respect of all work necessary to clear a drain by you or with your permission. blocked underground pipe. 12. Glass, Ceramic Hobs and Sanitary Ware (i) Damage occurring if your home is left unoccupied Accidental breakage of fixed glass, solar panels, ceramic for more than 31 days. hobs or tops in fixed units and sanitary ware. (ii) Damage to fixed glass in furniture. 13. Alternative Accommodation or Loss of Rent (i) This cover shall not apply to damage to either The cost of comparable alternative accommodation or property if there is any other insurance in force Loss of rent receivable for the period that the buildings covering such damage. are uninhabitable in consequence of damage due to an Insured Event 1. to 10. on page 13 - 14 or accidental damage on page 15. This extension is subject to a maximum limit of 20% of Sums insured on *buildings* as shown in your Schedule. 14. Emergency Access Damage to your home and Garden caused by forced access to attend: (i) a medical emergency (ii) an event that would result in damage to your home by an Insured Event 1. to 10. on pages 13 - 14.

15. Sale of your home

- (i) When you have exchanged contracts to sell your home the buyer will have benefit of cover under Section 1 until completion of the sale.
- (i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.
- (ii) If **we** have agreed to insure **your** new **home** Section 1 cover shall commence from the exchange of contracts

16. Locks and Keys

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in *your home* required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £1,000.

17. Trace and Access

Where the **buildings** are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which **you** are legally responsible **we** will pay the reasonable cost that **you** incur in finding the source of damage.

The most **we** will pay is £5,000 but not more than £2,500 for a water leak outside the **home**.

(i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this Policy.

Page 15 of 27 SAGIC/CNO HHPOL 0121

ACCIDENTAL DAMAGE (optional)

This extension applies to *buildings* cover when shown in *your* schedule and up to a maximum sum insured as shown in *your* schedule

WHAT IS ALSO COVERED	<i>We</i> do not pay for
1. Sudden, unintentional and unexpected physical	(i) The excess stated in <i>your</i> schedule
breakage or damage that can be seen.	(ii) Any loss or damage that is excluded by the
	General Exclusions to this Policy.
	(iii) Damage caused by domestic pets belonging to
	anyone residing in your home, or by vermin,
	insects, damp, mildew, rot, fungus or other
	gradual cause.
	(iv) Damage occurring if your home is left unoccupied
	for more than 31 consecutive days.
	(v) Loss or damage caused by any process of cleaning,
	dyeing, altering, repairing, renovation, restoring or
	dismantling of the apparatus.
	(vi) Loss or damage caused by demolition, structural
	alterations, or structural repair to the building.
	(vii) Loss or damage caused by mechanical or electrical
	fault, breakdown or failure.
	(viii) Loss or damage caused by faulty workmanship,
	defective design or the use of defective materials.
	(ix) Loss or damage caused by Subsidence or Heave of
	the site beneath the buildings or Landslip causing
	the buildings or part of it to collapse.
	(x) mysterious disappearance or unexplained
	shortages.

INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 1 – BUILDINGS

The sum insured on buildings will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The renewal premium will be calculated on the amount of the sum insured, as at renewal date with such adjustment.

BASIS OF SETTLEMENT OF CLAIMS UNDER SECTION 1 – BUILDINGS

In event of a *claim* under Section 1 *we* will pay for the loss or damage including *Fees, Removal of debris* and the cost of complying with *local authority requirements* or, at *our* sole option, *we* will repair or reinstate the *buildings* to a condition as near as possible to the condition immediately before the loss or damage occurred.

If the repair or reinstatement is not carried out **we** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

We will not pay for any reduction in the market value of your home following repair or reinstatement.

The most **we** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in **your** Schedule, adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if:

- (i) the buildings are not maintained in good condition or
- (ii) the sum insured on **buildings** at the time of the damage is less than the full cost of rebuilding the **buildings** as new, including **Fees** and **Removal of debris**.

If an excess applies to your claim then the excess will be applied before any limits or sums insured.

SECTION 1a - PROPERTY OWNERS LIABILITY

WHAT IS COVERED

- 1. **We** will pay all amounts which **you** become legally liable to pay as owner (not as occupier) of the **buildings** and its land for damages and **costs and expenses** if accidental:
- (i) **bodily injury** to any person, or
- (ii) damage to material property occurs during the period of insurance.
- 2. Cover under 1. above also extends to the:
- (i) **buildings** of any **home you** used to live in.
- (ii) buildings for 7 years after the date of cancellation of the Buildings section of this Policy due to sale of the buildings.

but only in respect of *your* legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Property Owners Liability indemnity limit shown in the schedule.

WHAT IS NOT COVERED

- 1. Liability arising from:
- (a) **bodily injury** of a member of the **household** or any person employed by a member of the **household**.
- (b) *damage* to property belonging to or under the control of a member of the *household* or person employed by a member of the *household*.
- (c) an agreement unless liability would have existed without the agreement.
- (d) any business, profession or occupation.
- (e) a *claim* under the Defective Premises Act which is insured by a more recent or current Policy.
- (f) costs of remedying any fault or alleged fault in any private residence you previously owned or occupied.
- (g) the ownership or use of any lift or *motor vehicle*.
- 2. Liability for:
- (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages.
- (b) liquidated damages.
- 3. Liability covered by any other insurance.

SPECIAL NOTES (not forming part of the Policy):

Owners of buildings need to insure their liability as property owner and this cover is provided under Section 1a (legal liability).

However, accidents resulting in **bodily injury** to third parties or damage to their property that happen in buildings or on land are, by law, usually the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

The Property Owners' Liability as insured under Section 1a of this Policy does not cover *your* legal liability as the occupier of the *home* or its land.

If **you** are both the owner and the occupier of the building, then to protect yourself **you** will need to purchase Occupiers' Liability cover, which **we** provide under Section 2a of this Policy when **you** purchase **Contents** Insurance.

SECTION 2 – CONTENTS

WHAT IS NOT COVERED
We do not pay for loss of or damage to contents your
caused by the following:
(i) The <i>excess</i> detailed in <i>your</i> Schedule.
(ii) The exclusions listed in this column.
(i) Smoke damage by any gradually operating cause.
 Damage occurring if your home is left unoccupied for more than 31 days.
(ii) Malicious damage by any person lawfully in <i>your</i> home.

Page 17 of 27 SAGIC/CNO HHPOL 0121

4. Subsidence or heave of the site beneath the buildings or Landslip causing the buildings or part of it to collapse.	(i) Damage caused by coastal erosion.
5. Escape of water or oil from any fixed water or heating installation or domestic appliance.	 (i) The repair of the part of the installation from which water or oil escapes. (ii) Damage occurring if your home is left unoccupied for more than 31 days.
6. Accidental loss of domestic heating oil or metered water. The maximum amount payable is limited to £2,000.	(i) Damage occurring if your home is left unoccupied for more than 31 days
7. Theft or attempted theft. The maximum amount payable for theft or attempted theft from garages or outbuildings is £2,500.	 (i) Loss by deception, except where deception is used solely to gain entry into your home. (ii) Loss or damage caused by you or a member of your household. (iii) Loss while your home or any part of it is lent, let, sub-let or occupied by paying guests unless violent force has been used to enter or leave your home. (iv) Loss of money unless involving entry to or exit from your home by forcible and violent means or entry by deception. (v) Loss of money or valuables from garages or outbuildings. (vi) Loss or damage occurring if your home is left unoccupied for more than 31 days.
8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.	(i) Damage caused by insects or by domestic pets owned by <i>you</i> or anyone residing in <i>your home</i> .
9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse.	
10. Falling trees, branches, telegraph poles or lamp posts	(i) Damage due to tree felling, lopping or topping undertaken on the site of <i>your home</i> .

EXTENSIONS TO SECTION 2

WHAT IS ALSO COVERED	WHAT IS NOT COVERED
11. Glass in furniture, Mirrors, and Glass or Ceramic Hobs. Accidental breakage of glass tops to furniture and fixed Glass in furniture, mirrors or glass or ceramic hobs to Freestanding cookers.	(i) Damage occurring if your home is left unoccupied for more than 31 days.
12. Theft of Keys The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in <i>your home</i> required due to the keys being accidentally lost or stolen. This extension is subject to a maximum limit of £1,000.	
13. Contents (including trees, shrubs, plants and flowers) In the Garden Loss or damage to contents in the garden of your home as a result of an Insured Event 1. and 3-10 on pages 16 and 17.	 (i) Damage caused by domestic pets belonging to anyone residing in <i>your home</i>, or by vermin, insects damp, mildew, rot, fungus or other gradual cause. (ii) <i>Money</i> or <i>valuables</i>. (iii) Pedal cycles. (iv) Loss or damage caused by storm or flood.
age 18 of 27	SAGIC/CNO HHPOL 0121

This extension is subject to a maximum limit of £1,000 of the sum insured on *contents* as shown in **your** Schedule.

(v) Loss or damage occurring if your home is left unoccupied for more than 31 days.

14. Alternative Accommodation or Loss of Rent

Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the *buildings* are uninhabitable as a consequence of damage due to an Insured Event 1. to 10. on pages 16 and 17 or *accidental damage* on page 19.

This extension is subject to a maximum limit of 20% of the sum insured on *contents* as shown in *your* Schedule.

(i) Loss of *money* by theft.

15. Contents Temporarily Removed from Your Home

Loss of or damage by any Insured Event 1 to 10 on pages 16 and 17 to *contents* temporarily removed from *your*

home:

- (a) into a bank, safe deposit, occupied private dwelling house or any building where members of your household are living or carrying on their business in the territorial limits.
- (b) elsewhere in the territorial limits.

- (i) Loss or damage to property removed for sale or exhibition or to a furniture depository.
- (ii) Loss or damage caused by malicious persons or vandals.
- (iii) Loss or damage caused by storm or flood to property not in a *building*.
- (iv) Loss or damage by theft, unless from a **building** and there is forcible or violent entry to or exit from it.
- (v) Loss or damage to any student belongings or pedal cycles.

16. Tenants' Liability For Damage

Where *you* are the tenant and not the owner of *your home*, the insurance by this Policy is extended to cover the amounts *you* become legally liable to pay under the terms of *your* tenancy agreement for: the *buildings*, including decorations or landlords' fixtures and fittings due to loss or damage as set out in Insured Events 1. to 10. and extensions 11. and 12. of Section 1 of this Policy. **Amount payable**

This extension is subject to a maximum limit of £10,000.

(i) The first £1,000 of each and every loss involving Subsidence, Heave or Landslip.

17. Household Removal

Loss or damage to *contents* while they are being moved by professional furniture removers from *your home* to *your* new permanent *home* (including temporary storage in a furniture storage unit for up to 7 consecutive days).

 Loss or damage of *money* or any item defined under valuables.

18. Fatal Injury Benefit

Death of a member of **your household**, in the **home**, if this happens as a direct result of a fire, explosion, lightning or intruder.

This extension is subject to a maximum limit of £5,000 per person and £10,000 in all.

- (i) Death caused by any person insured by this Policy.
- (ii) Death occurring more than three months after the incident.

19. Title Deeds

Loss or damage to the title deeds of *your home*, if the originals are lost or due to an Insured Events in 1. to 10. on page 16 and 17.

Page 19 of 27 SAGIC/CNO HHPOL 0121

20. Religious Festival and Wedding Gifts

We will increase the sums insured under Section 2 **Contents** by 20% for gifts and provisions brought in connection with a family celebration such as a wedding or a religious festival such as Christmas.

21. Freezer Foods

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. This extension is subject to a maximum limit of £500, should *you* require additional cover please see Section 5 on page 23.

- (i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
- (ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

22. Business Contents

Loss of or damage to **business equipment** whilst in the **home** caused by an Insured Event 1. to 10. on page 16 and 17 or **accidental damage** (if shown as insured on **your** schedule) on page 19.

This extension is subject to a maximum limit of £5,000.

- (i) Accidental damage to mobile phones, laptops or portable computer equipment.
- (ii) Damage caused by domestic pets belonging to anyone residing in *your home*, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

23. Student Belongings

Loss of or damage to *contents* in student accommodation in the British Isles where members of *your household* are living caused by an Insured Event 1. to 10. on page 16 and 17 or *accidental damage* (if shown as insured on your schedule) on page 19.

This cover is limited to a maximum of £10,000

- (i) Loss or damage by theft, unless from a **building** and there is forcible or violent entry to or exit from it.
- (ii) Loss of money.
- (iii) Loss or damage caused by storm or flood to property not in a *building*.
- (iv) Loss or damage caused by malicious persons or vandals.

24. Home Entertainment

Accidental breakage to televisions sets, dvd players, games consoles, home computers or audio equipment in the *home*.

- (i) Any equipment designed to be portable.
- (ii) Any Personal Possessions.
- (iii) Damage caused by incorrect installation, repairs or maintenance including the fitting of batteries.

ACCIDENTAL DAMAGE (optional)

This extension applies to *your contents* cover when shown in *your schedule* and up to a maximum sum insured as shown in *your* schedule.

WHAT IS ALSO COVERED	<i>We</i> do not pay for
1. Sudden, unintentional and unexpected physical	(i) The excess stated in your schedule
breakage or damage that can be seen.	(ii) Any loss or damage that is excluded by the General Exclusions to this Policy.
	(iii) Damage caused by chewing, tearing, fouling, scratching, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause
	(iv) Damage occurring if your home is left unoccupied for more than 31 consecutive days.
	(v) Loss or damage caused by any process of cleaning, dyeing, altering, repairing, renovation, restoring of dismantling of the apparatus.
	(vi) Loss or damage caused by demolition, structural alterations, or structural repair to the building.
	(vii) Loss or damage caused by mechanical or electrical fault, breakdown or failure.
	(viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.
	(ix) mysterious disappearance or unexplained shortages.

Page 20 of 27 SAGIC/CNO HHPOL 0121

INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 2 – CONTENTS

The sum insured on *contents* will be adjusted monthly in line with the Retail Prices Index (Consumer Durables Section). No additional premium will be charged for these adjustments but the renewal premium will be calculated on the sum insured at the renewal date resulting from these adjustments.

BASIS OF SETTLEMENT UNDER SECTION 2 – CONTENTS – 'NEW FOR OLD'

Following loss or damage by any insured event under Section 2:

a) Provided that at the time of loss or damage the sum insured on *contents* is at least equal to the cost of replacing all the *contents* as new (less a deduction for wear and tear or betterment on clothing and household linen). *We* will at *our* sole option either:

- (i) arrange to repair or replace any item(s) of *contents* lost or damaged, or
- (ii) pay the cost of repairing or replacing any item(s) of *contents* lost or damaged, or
- (iii) make a payment to **you** for any item(s) of **contents** lost or damaged.

b) If the sum insured at the time of loss or damage is less than equal to the cost of replacing all the *contents* as new, then a deduction will be made by *us* for wear, tear or betterment on any item(s) lost or damaged. If *we* elect to repair or replace any item(s) of *contents* lost or damaged and *you* reject this basis of settlement the *claim* will be settled on the basis of the cost of replacement less a deduction for wear and tear.

If an excess applies to your claim then the excess will be applied before any limits or sums insured.

MAXIMUM AMOUNT PAYABLE UNDER SECTION 2 CONTENTS - 'NEW FOR OLD'

The maximum amount payable in respect of any one incident insured by Section 2 of this Policy is the sum insured shown in *your* Schedule adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any *excess*.

Unless *your* Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that *we* will pay for the items concerned in the event of a *claim* and do not broaden or add to the Insured Events covered under the said Section 2:

Valuables in total: Not exceeding 30% of the contents sum insured.

Any one valuable: £2,500 or 10% of the contents sum insured, whichever is higher.

Money: £500.

SECTION 2a - OCCUPIERS' & PERSONAL LIABILITY, ACCIDENTS TO DOMESTIC EMPLOYEES

WHAT IS COVERED

1. OCCUPIERS' AND PERSONAL LIABILITY

We will pay all amounts for which a member of the **household** (or after the death of that member of the **household** the legal representatives) becomes legally liable to pay as damages and **costs and expenses**:

- (i) as occupier of the buildings, or
- (ii) in any other personal capacity

for accidental **bodily injury** to any person or **damage** to property occurring during the **period of insurance**.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Occupiers' and Personal Liability indemnity limit shown in the schedule.

WHAT IS NOT COVERED

- 1. Liability arising from:
- (a) **bodily injury** to a member of the **household** or any **domestic employee**.
- (b) **damage** to property belonging to or under the control of a member of the **household** or any **domestic employee**.
- (c) an agreement unless liability would have existed without the agreement.
- (d) any business, profession or occupation.
- (e) ownership of any land or **building** including the **buildings**.
- 2. Liability arising from ownership, possession or use of any:
- (a) aircraft, drones and hovercraft.

Page 21 of 27 SAGIC/CNO HHPOL 0121

- (b) watercraft (other than models) unless propelled solely by hand or foot.
- (c) motor vehicle.
- (d) caravans or trailers while being towed or while attached to a vehicle.
- (e) dog of a type described in the Dangerous Dogs Act 1991, Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation of similar intent.
- (f) living creatures other than pets that are normally domesticated in the United Kingdom.
- (g) firearms (except shotguns or air guns used for sporting activities).

3. Liability for:

- (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages
- (b) liquidated damages.
- 4. Any action for damages brought in a court of law outside the *territorial limits*.

2. ACCIDENTS TO DOMESTIC EMPLOYEES

We will pay all amounts for which a member of the household becomes legally liable to pay as damages and costs and expenses for bodily injury to domestic employees occurring during the period of insurance within the territorial limits and arising from the work they are employed to do.

INDEMNITY LIMIT

The most we will pay for any claim including costs and expenses is the Liability to Domestic Employees indemnity limit shown in the schedule but limited to £5,000,000 in respect of any liability directly or Indirectly caused by, resulting from or in any connection with any act of terrorism. If we allege that by reason of this limitation any liability for damages and costs and expenses is covered only up to a specified limit of liability, the burden of proving to the contrary shall be upon you.

Liability for:

- (a) which compulsory motor insurance or security is required.
- (b) or arising out of any business or profession of a member of the *household*.
- (c) fines, penalties or punitive, exemplary, aggravated or multiplied damages.
- (d) liquidated damages.

3. UNRECOVERED COURT AWARDS

We will pay the outstanding amount awarded to **you**, **Your** spouse or domestic partner living with **you**, by a court in the territorial limits which is still unpaid 3 months after the date of the award, but only if this section would have insured **you** had the award been made against **you**.

INDEMNITY LIMIT

The most we will pay for any claim is £2,000,000.

- 1. An award against:
 - (a) which an appeal is pending.
 - (b) a member of the *household*.
- 2. Any award arising directly or indirectly from the activities of any business, profession or occupation.

OPTIONAL EXTENSIONS available if Section 2 has been purchased

BASIS OF SETTLEMENT UNDER EXTENSIONS 3, 4, 5 and 6

Claims under Extensions 3 and 6 shall, as far as possible, follow the basis of settlement for Section 2 – *Contents* as set out on page 20.

Claims under Extensions 4 and 5 shall be settled based upon the actual loss sustained, subject to the limits stated.

<u>SECTION 3 – PERSONAL POSSESSIONS IN & AWAY FROM THE HOME</u>

WE WILL PAY FOR **WE** WILL NOT PAY FOR Accidental loss or damage to items owned by a member The excess stated in your Schedule. (i) of **your household**. The cover applies anywhere in the (ii) Any loss or damage that is excluded by the territorial limits and for up to 60 days worldwide in any General Exclusions to this Policy. period of insurance. (iii) Damage due to wear and tear. The maximum **we** will pay in respect of any one item is (iv) Damage caused by cleaning, washing, repairing, £2,500 (unless specifically listed on *your* schedule), with restoring or renovating. a maximum for any one event being the sum insured (v) Damage to any sports equipment during the shown against Section 3 – 'Personal Possessions' in your course of play or use. Schedule. (vi) Damage caused by domestic pets owned by you Please see **your** schedule for the specific type of or anyone residing in your home, or by vermin, personal possessions cover that is included in your insects, damp, mildew, rot or fungus. (vii) Theft from an unattended motor vehicle, unless all the doors, sunroofs and boot or hatchback The maximum we will pay for in respect of theft from an unattended motor vehicle is £2,500 for any claim. have been locked and the alarm activated and the item or items stolen concealed in a locked boot or compartment.

(viii) Loss due to delay, confiscation or detention by

any authority.

SECTION 4 – PERSONAL MONEY AND CREDIT CARDS

WE WILL PAY FOR	WE WILL NOT PAY FOR
(a) Loss of <i>money</i> used solely for private, social or	(i) Any loss or damage that is excluded by the
Domestic purposes.	General Exclusions to this Policy.
The maximum we will pay in respect of any one event is	(ii) Securities, certificates (other than savings
the limit shown against Section 4 Personal <i>Money</i> and	certificates) and documents.
Credit Cards in <i>your</i> Schedule.	(iii) Depreciation in the value of <i>money</i> .
(b) Fraudulent use by unauthorised persons of lost or	(iv) Loss of <i>money</i> caused by errors or omissions in
Stolen credit, charge, cheque, debit and cash cards	payments, receipts or book-keeping.
issued in the <i>territorial limits</i> .	(v) Loss of <i>money</i> used or held for business or
The maximum we will pay in respect of claims arising	professional purposes.
from any one event of loss or theft of <i>money</i> or a card	(vi) Any Loss not reported to the Police within 24
or cards is the limit shown against Section 4 Money and	hours of discovery.
Credit Cards in <i>your</i> Schedule.	(vii) Loss of cards not reported to the police and the
Cover applies to anywhere in the territorial limits and	issuing organisation within 24 hours of discovery.
for up to 60 days worldwide in any <i>period of insurance</i> .	(viii) Fraudulent use by any member of your
	household.

Page 23 of 27 SAGIC/CNO HHPOL 0121

SECTION 5 – FREEZER FOODS

WE WILL PAY FOR	WE WILL NOT PAY FOR
Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination	(i) Loss or damage due to the deliberate act of the power supply authority or the withholding or
from refrigerant or refrigerant fumes.	restricting of power by the authority.
Please note this is in addition to the £500 cover	(ii) Any loss or damage that is excluded by the Genera
provided under Section 2 – <i>Contents</i> .	Exclusions to this Policy.

SECTION 6 – PEDAL CYCLES

WE WILL PAY FOR	WE WILL NOT PAY FOR
Accidental loss of or damage to the pedal cycle or pedal cycles as detailed in <i>your</i> Schedule including any accessories attached. The cover applies anywhere in the <i>territorial limits</i> and for up to 60 days worldwide in any <i>period of insurance</i> .	 (i) The excess stated in your Schedule. (ii) Any loss or damage that is excluded by the General Exclusions to this Policy. (iii) Damage caused by domestic pets owned by you or anyone residing in your home, or by vermin,
Our maximum liability for a cycle will be the amount detailed in your Schedule and wear and tear will be taken into account in any claims settlement.	 insects, damp, mildew, rot or fungus. (iv) Cycles used for professional purposes, racing, pacemaking or speed trials. (v) Theft of the cycle or any part of the cycle when left unattended outside the boundaries of the land belonging to <i>your home</i> unless the cycle is in a
	locked <i>building</i> or has been securely locked to an immovable object. (vi) Helmets and cycle clothing. (vii) Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time.

ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS

If any of **your** property is lost destroyed or damaged by an insured event, **you** will be entitled to make a **claim**. However, a **claim** payment cannot recompense **you** for the inconvenience **you** suffer as a result of the incident, especially if it results in **you** having to move out of **your home** while repairs are carried out. Therefore, **we** are including some advice to assist **you** in reducing the possibility of loss, to **our** mutual benefit.

The areas of advice have been linked to the damage most likely to occur or most likely to cause **you** a great deal of inconvenience, i.e. Fire, Burst Pipes, Flood, Break-ins, Theft, etc. It is not a condition of the insurance that **you** follow this advice, but if **you** can demonstrate that **you** did, the **claims** process is likely to be more straightforward.

Some of the advice from different Sections should be followed in particular circumstances, so please familiarise yourself with all of the following. For example, if **you** were going away on holiday during the winter months it would be appropriate to follow 2.c. or d. and 4.i.

Lives are lost each year due to fires.	(a) Install smoke detectors – at least one in the on each floor.
Overloaded electrical sockets cause fires.	(b) Check electrical sockets. If you discover too many plugs connected to one socket, spread them around.
	(c) If you do not have enough sockets, have more installed.
	(d) Consider having a residual contact breaker fitted.

Page 24 of 27 SAGIC/CNO HHPOL 0121

Chimneys with excess deposits in them cause fires.	(e) If you have an open fire:(i) Have the chimneys swept regularly.(ii) Use a fire guard but do not hang clothes on it.
Clothes drying near to heaters cause fires.	(f) Do not place clothing near to heating appliances.
Children playing with matches cause fires.	(g) Don't leave matches where children can reach them.
Overheated cooking oil causes fires.	(h) Do not leave hot fat or oil unattended on a cooker.(i) If it catches fire, smother it with a damp cloth or blanket. DO NOT POUR WATER ON IT!
Faulty gas appliances cause fire and, more importantly, deaths.	 (j) Have gas appliances checked regularly to ensure they are: (i) Working properly. (ii) Not leaking carbon monoxide or exhaust gasses (k) Never cover the appliance or its air vents.
BURST PIPES	
Pipes are vulnerable to burst if frozen. A main inlet can pour out 300 gallons of water through <i>your home</i> in a single hour. If <i>you</i> are away when this happens and action is not taken promptly, the effect can be devastating.	 (a) Protect your pipes and tanks with proper lagging. (b) If you have a frozen pipe use gentle heat to defrost it, e.g. a hot water bottle and don't leave it to that on its own - it may burst when you are not there!
	(c) If you are going away during winter, leave your heating on at the normal setting. During very cold weather it is not sufficient to have the heating com on for an hour or two each day.
	(d) If you do not want to leave the heating on, then turn off the central heating, turn off the mains stopcock and drain down the water system.
	(e) If a pipe bursts while you are at home, turn off the stopcock and the central heating then run all of the taps to drain the system.
Faulty stopcocks can add to the severity of a Burst Pipes loss.	(f) Know where the stopcock is so that you can turn it off in an emergency.
	(g) Make sure the stopcock can be turned on and off. it cannot, then call a plumber to rectify the fault.
3. FLOOD	
Flood can cause devastation to a house and may take many months to dry out.	(a) If you receive a flood warning, move as much as you can to upper floors, especially valuable items.
If a house is dried too quickly, problems may develop time and mould may form.	(b) Take advantage of any offers of physical over protection devices, e.g. sandbags.
. BREAK-INS	
Break-ins tend to increase at time of economic difficulty.	(a) Install a burglar alarm, make sure it is visible, use it and maintain it.
The damage done to your home could be traumatic and stolen items of sentimental value are impossible to replace.	(b) Make sure that your exit doors have good mortice deadlocks (at least 5 lever) and your windows have adequate security devices and that you use them
	 when <i>you</i> leave the house. (c) Check that <i>your</i> doors are strong enough. (d) Fit exterior security lights of the type that come on when someone approaches.

Page 25 of 27 SAGIC/CNO HHPOL 0121

- (e) Use time switches to give the appearance of your home being occupied when you are out.
- (f) Keep cash, keys, car keys and credit cards out of sight. Do not leave keys on a key rack near to the front door.
- (g) Do not leave large quantities of cash or expensive jewellery in *your home*.
- (h) Join a neighbourhood watch scheme.
- (i) When you go away, cancel the milk and papers and try to arrange for a friend or neighbour to visit occasionally to make sure everything is alright and to ensure that mail does not accumulate where it can be seen.
- (j) Use marking equipment so that any stolen property can be identified.
- (k) Take photographs of expensive items for use as evidence in the event of loss.

5. THEFT FROM GARDENS AND OUTBUILDINGS

Theft from gardens and outbuildings is prevalent.

- (a) Do not keep high value items in *your* shed, e.g. sets of golf clubs, etc.
- (b) Lay out *your* garden, especially the front garden, to reduce the cover for intruders who want to break into *your home*, shed, etc.
- (c) Ensure that outbuildings, especially sheds and garages, have adequate locking devices and that locks and hasps & staples cannot be by-passed by unscrewing them.
- (d) Lock away tools and ladders.
- (e) Motorcycles, trailers and cycles should be locked to ground anchors (N.B. these items are not part of the *contents* for insurance purposes).

6. THEFT OF MONEY AND CREDIT CARDS

The loss of *money* and/or credit cards, especially when stolen, can be extremely inconvenient

- (a) Do not carry *your* purse or wallet where it is obvious and vulnerable.
- (b) Do not keep pin numbers near credit and debit cards
- (c) Report stolen credit, debit and bank cards immediately so that they can be stopped before the thief has time to try to use them.

7. THEFT OF BICYCLES

A large number of bicycles are stolen each week and it is not unknown for a person to have four or five bicycles stolen over a period of months.

- (a) Whenever **you** leave **your** bicycle, even for a few minutes, make sure it is locked to an immovable object using a good quality lock.
- (b) If **you** have quick release wheels, take the front wheel off and put the lock through both wheels.
- (c) Make a note of all distinguishing details and take a good quality colour photograph for use by the police in trying to identify *your* bicycle from others they recover.
- (d) If possible, get *your* local cycle dealer to stamp **your** postcode on the frame.

Page 26 of 27 SAGIC/CNO HHPOL 0121

8. SUBSIDENCE

Subsidence normally develops over a period of time, cracks may appear or your property may suffer from movement. However not all cracking or movement will be caused by subsidence.

- (a) All our policies include an excess of at least £1,000 (please refer to *your* schedule for individual details of *your* policy) for claims relating to subsidence.
- (b) If you notice cracking or movement, please contact SAGIC however we will then request you arrange for a survey to be completed by a RICS surveyor (Royal Institution of Charters Surveyors) the report should then identify the cause of any damage.
- (c) Should cover be accepted under the policy the cost of the survey will be considered against *your* excess.

9. LOSS OF FREEZER FOOD

If your freezer loses power it may be a while before it is noticed and the food contained has the potential to be ruined.

(a) Make a list of all items ruined and take photographs to support any subsequent claim.

Page 27 of 27 SAGIC/CNO HHPOL 0121